

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Jul 10, 2014

Action Requested By: Fire and Rescue

Agenda Type: Resolution

Subject Matter:

Approval of Agreement

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Media Fusion, Inc. for the filming of a Huntsville Fire & Rescue Training Exercise.

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

These services will be provided at no cost to the City and will be used to promote NASA.

Associated Cost: NA

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: Jul 2, 2014

**ROUTING SLIP
CONTRACTS AND AGREEMENTS**

Originating Department: Fire and Rescue

Council Meeting Date: 7/10/2014

Department Contact: Lesley Easter

Phone # 256-427-5053

Contract or Agreement: Agreement

Document Name: Media Fusion Agreement

City Obligation Amount: NA

Total Project Budget: NA

Uncommitted Account Balance: NA

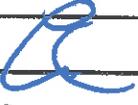
Account Number: NA

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
-----------------------	-----------------------

Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
-----------------------	-------------

Department	Signature	Date
1) Originating		7-2-14
2) Legal		7-7-14
3) Finance 		7/7/14
4) Originating		7-2-14
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 14- _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor is hereby authorized to enter into an Agreement, by and between the City of Huntsville, a municipal corporation in the State of Alabama, and Media Fusion, Inc., which said Agreement is attached hereto and identified as "Agreement between the City of Huntsville and Media Fusion, Inc, for the Filming of a Huntsville Fire and Rescue Training Exercise" consisting of three (3) pages and the date of July 10th, 2014, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 10th day of July, 2014.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 10th day of July, 2014.

Mayor of the City of Huntsville,
Alabama

3. Media Fusion shall obtain legally valid releases from all individuals depicted in the film/videotape made by Media Fusion at the live-burn training.

4. The video images obtained by Media Fusion shall be used solely for the promotion of NASA and for no other purpose.

5. Media Fusion, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the activities specified in this agreement, including but not limited to claims for unauthorized use of photographic images, claims for personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

6. Media Fusion shall carry a commercial general liability insurance policy, written on an occurrence basis, with a \$1,000,000.00 general aggregate limit. The City, its elected and appointed officials, employees, agents and specified volunteers are to be covered as Additional Insureds on the said policy. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.

7. Nothing contained in this Agreement shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than Media Fusion.

8. Media Fusion is an independent contractor and not an employee, agent or partner of the City. Media Fusion is not authorized directly or indirectly to represent to any person that it has the authority to bind the City to any agreement or course of conduct.

9. This Agreement shall be governed by the law of the State of Alabama. Proper venue of any action to enforce this agreement shall be in the Circuit Court of Madison County, Alabama or the United States District Court for the Northern District of Alabama, Northeastern Division.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

MEDIA FUSION, INC.

Attest:

Chantel D. Minn

By: [Signature]
Its: Vice President

CITY OF HUNTSVILLE
a municipal corporation
in the State of Alabama

Attest:

Charles E. Hagood
Its: Clerk-Treasurer

By: _____
Tommy Battle
Its: Mayor