

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: \_\_\_\_\_

Meeting Type: Regular

Meeting Date: Oct 9, 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 a Memorandum of Understanding between the City of Huntsville and the North Alabama Search Dog Association for provide resources to assist Huntsville Fire and Rescue in locating missing and lost persons.

**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.

This MOU will provide search dogs to enhance our capabilities during search operations.

Associated Cost: NA

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: Sep 26, 2014

## ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Fire and Rescue

Council Meeting Date: 10/9/2014

Department Contact: Lesley Easter

Phone # 256-427-5053

Contract or Agreement: Memorandum of Understanding

Document Name: North Alabama Search Dog Association MOU

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>
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### Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name: _____
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Department	Signature	Date
1) Originating	<i>AWM=JLJ</i>	<i>9-29-14</i>
2) Legal	<i>Mary Clatis</i>	<i>9-30-14</i>
3) Finance <i>PC</i>	<i>AWM=JLJ</i>	<i>10/1</i>
4) Originating	<i>AWM=JLJ</i>	<i>9-29-14</i>
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, the City of Madison, and the North Alabama Search Dog Association, which said Agreement is attached hereto and identified as "Memorandum of Understanding between the City of Huntsville and the North Alabama Search Dog Association" for the provision of resources to enhance Huntsville Fire and Rescue's capabilities during search operations consisting of four(4) pages and the date of October 9<sup>th</sup>, 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 9<sup>th</sup> day of October, 2014.

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

**APPROVED** this the 9<sup>th</sup> day of October, 2014.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

"Memorandum of Understanding between the City of Huntsville and the North Alabama Search Dog Association."

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 23 day of September, 2014 by and between the City of Huntsville (hereinafter "Huntsville"), a municipal corporation in the State of Alabama and the North Alabama Search Dog Association (hereinafter "North Alabama"), a non-profit corporation incorporated in the State of Alabama.

### **1.0 INTRODUCTION**

WHEREAS, the North Alabama Search Dog Association is a volunteer organization committed to training and using dogs for search and rescue operations; and

WHEREAS, the duties of the City's Fire and Rescue Department (HFR) include searching for individuals who are missing or are lost in wilderness areas and searching collapsed buildings and terrain after a severe weather event; and

WHEREAS, North Alabama is willing to use its resources to assist the City and HFR in locating missing and lost persons; and

NOW, THEREFORE, it is agreed and understood between the parties as follows:

This Agreement shall be effective on the date signed by all parties, and is entered into for the purpose of securing to each party mutual assistance for response to emergencies resulting from any cause.

### **2.0 AUTHORITY**

Each of the parties to this Agreement covenants that it has full authority to enter into this Agreement.

### **3.0 SCOPE OF AGREEMENT**

The City shall call upon North Alabama in cases where HFR determines that it has the need for the services of search and rescue dogs. North Alabama will provide assistance when it has adequate resources available.

### **4.0 WAIVERS**

#### *4.1 General Waivers*

Each party to this Agreement acknowledges that at all times it shall be liable for the negligence of its own personnel (including employees and volunteers)

#### *4.1 Hold Harmless*

\_\_\_\_\_  
President of the City Council  
of the City of Huntsville, Alabama  
Date: \_\_\_\_\_

Each party to this Agreement agrees to hold the other party, its employees, volunteers, appointed and elected officials harmless for personal injury or property damage that may arise out of the performance of this Agreement.

#### *4.3 Worker's Compensation.*

Each party to this Agreement agrees to provide workers' compensation insurance coverage (either through an outside insurer or through self-insurance) to each of its employees responding under this agreement and recognizes that supervision of individual employees and volunteers will be provided by their regular supervisors.

### **5.0 REFUSALS TO PERFORM**

Nothing in this Agreement shall be construed to prevent a party to whom a request for assistance is made from refusing to respond when that is appropriate in its sole determination. In addition, any responding party may refuse to perform any specific task when, in the sole determination of the responding party's commanding officer, response would create an unreasonable risk of danger to the responding party's employees, volunteers and/or equipment or any third party.

### **6.0 COMPENSATION**

The parties agree that neither party to this agreement shall seek compensation for the aid provided.

### **7.0 TERMINATION**

Any party hereto may terminate this Agreement at any time by giving thirty (30) days' notice of the intention to do so to the other party. Such notice shall be sent the following addresses:

City of Huntsville Fire and Rescue Department  
815 Wheeler Avenue  
Huntsville, AL 35801

North Alabama Search Dog Association, Inc.  
P.O. Box 248,  
Athens, AL 35611

### **8.0 SUCCESSORS IN INTEREST**

The provisions of this Agreement shall be binding upon and inure to the benefit of all parties to the Agreement and any respective successors.

**9.0 COMPLIANCE WITH GOVERNMENT REGULATIONS**

Each party to this agreement agrees to comply with federal, state and local laws, codes, regulations, and ordinances applicable to the work performed under this Agreement.

**10.0 SEVERABILITY**

If any provision of this Agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

**11.0 AMENDMENTS**

The terms and conditions of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the parties hereto.

**15.0 GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. Proper venue to enforce this agreement shall be in the Circuit Court of Madison County or the United States District Court for the Northern District of Alabama, Northeastern Division.

**16.0 SIGNATURES**

The undersigned warrant and represent that they are duly authorized to bind the agency represented by the undersigned as a party to this Agreement, and that the agency represented by the undersigned as a party to this Agreement, and that the agency represented by the undersigned is authorized to participate in and carry out the functions required by this Agreement.

**CITY OF HUNTSVILLE, ALABAMA**  
A municipal corporation

By: \_\_\_\_\_  
Tommy Battle  
Its: Mayor

**ATTEST:**

\_\_\_\_\_

