# CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 12/4/2014

Action Requested By:
EMA

Agenda Item Type
Resolution

Subject Matter:

Agreement with the Jackson County Commission.

Exact Wording for the Agenda:

Authorizing the Mayor to execute an agreement with the Jackson County Commission (SNS).

**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 will provide sustainment funding for support of the Strategic National Stockpile Program.

Associated Cost: 1000.00

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: William G. Lynn

Date: 11/17/2014

revised 3/12/2012

# ROUTING SLIP
# CONTRACTS AND AGREEMENTS

Originating Department: **EMA** Council Meeting Date: **12/4/2014**

Department Contact: **Bill Sizemore** Phone # **5130**

Contract or Agreement: **Agreement with Jackson County Commission**

Document Name: **Agreement Between Huntsville-Madison County Emergency Management Agency and...**

City Obligation Amount: **1000.00**

Total Project Budget: **1000.00**

Uncommitted Account Balance:

Account Number: **01-5266-0510-1318**

## Procurement Agreements

| | |
|---|---|
| **Not Applicable** | **Not Applicable** |

## Grant-Funded Agreements

| | |
|---|---|
| **State Other** ADPH | **Grant Name:** |

| Department | Signature | Date |
|---|---|---|
| 1) Originating | Bill Sizemore | 11/19/14 |
| 2) Legal | Mary Clates | 11/25/14 |
| 3) Finance | [illegible] | 11/19 |
| 4) Originating | | |
| 5) Copy Distribution | | |
| a. Mayor's office (1 copies) | | |
| b. Clerk-Treasurer (Original & 2 copies) | | |
| | | |

Revised 04/15/2011

**RESOLUTION NO. 14-_____**

**BE IT RESOLVED** by the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville DBA the Huntsville-Madison County Emergency Management Agency and the Jackson County, Alabama Commission for the transfer of grant funds, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement Between the City of Huntsville, DBA Huntsville Madison County Emergency Management Agency and The Jackson County, Alabama Commission for the transfer of grant funds"
consisting of a total of four (5) pages, and the date of December 4, 2014, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an 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 4th day of December, 2014.

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

**APPROVED** this the 4th day of December, 2014.

_____
Mayor of the City of
Huntsville, Alabama

**AGREEMENT BETWEEN THE HUNTSVILLE-MADISON COUNTY EMERGENCY MANGEMENT AGENCY AND THE JACKSON COUNTY COMMISSION FOR THE TRANSFER OF CONTRACT FUNDS**

**STATE OF ALABAMA )**
**)**
**COUNTY OF MADISON )**

## AGREEMENT

**THIS AGREEMENT** is entered into on this the _4th__ day of __December___, 2014, by and between the HUNTSVILLE-MADISON COUNTY EMERGENCY MANAGEMENT AGENCY (hereinafter "EMA"), the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation in the State of Alabama, (hereinafter "City") and the JACKSON COUNTY COMMISSION (hereinafter "JACKSON COUNTY").

**WHEREAS,** EMA has entered into the following grants/contracts or cooperative Agreements in furtherance of preparing emergency services to respond to acts of bioterrorism and other emergencies that threaten the public's health and to enhance the capacity for emergency services within the State of Alabama:

> A grant having been made to the Huntsville-Madison County EMA as approved by City of Huntsville Resolution No. 14-883 adopted November 6, 2014 for $10,000.00 in funds to be used to support the Strategic National Stockpile Program throughout the North Alabama region; and

**WHEREAS** EMA wishes to distribute up to $1,000.00 of said funds to JACKSON COUNTY for its participation in the Strategic National Stockpile Program.

## WITNESSETH

**NOW THEREFORE,** for and in consideration of the promises and mutual covenants hereinafter set forth, and for other good and valuable consideration hereinafter provided, the parties do hereby agree as follows:

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

Date:_____

1. EMA and the City agree to pay JACKSON COUNTY a total of $1,000.00 from the contract funds, contingent upon EMA and the City receiving the sum of $10,000.00 for such award from the Alabama Department of Public Health and JACKSON COUNTY performing its obligations under this Agreement.

2. JACKSON COUNTY shall use the said funds to purchase the equipment and supplies listed in Attachment "A", which is incorporated herein by reference.

3. Title to the equipment listed in Attachment "A" shall revert to EMA if JACKSON COUNTY ceases to use said equipment for the purposes detailed in this Agreement.

4. JACKSON COUNTY agrees to assist and cooperate with EMA in providing all documentation required by the Alabama Department of Public Health to ensure compliance with the terms and conditions of the above referenced contract between the Alabama Department of Public Health and EMA.

5. JACKSON COUNTY shall complete all expenditures under this agreement and submit all invoices therefore no later than August 1, 2015 to the Director of EMA for reimbursement.

6. JACKSON COUNTY shall be solely responsible for payment of all state, federal, and local taxes in connection with payments made by EMA and the City pursuant to this Agreement.

7. Unless self-insured, JACKSON COUNTY is obligated to obtain sufficient liability insurance coverage (as well as worker's compensation coverage, if required by law) for the benefit of its agents and/or employees. JACKSON COUNTY waives any and all rights to recovery from the City and EMA for any injuries that the County (and/or its agents and/or employees) may sustain while performing services under the above referenced grant and/or this Agreement.

8. JACKSON COUNTY, to the fullest extent permitted by law, shall indemnify and hold harmless EMA and the City of Huntsville, their elected and appointed officials, employees, and agents against all claims, damages, losses, and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from any acts performed by any employee or agent employed by County's program, including but not limited to (1) any claim for injury and/or death of such employee; and (2) any claim, attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom which is caused by any act or omission of such employee or agent.

9. This Agreement shall be governed and construed in accordance with the laws of the State of Alabama.

10. This Agreement contains the entire agreement of the parties and there are no other promises or conditions whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

11. All modifications or amendments to this Agreement must be in writing and executed by all parties.

13. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a Court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. This Agreement shall become effective upon its execution.

15. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the day and year first set forth above.

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

By:_____
Tommy Battle
ITS: Mayor

ATTEST:

By:_____
Charles E. Hagood
City of Huntsville Clerk-Treasurer

**THE HUNTSVILLE-MADISON COUNTY EMERGENCY MANAGEMENT AGENCY**

By:_____

Date:_____

**ATTEST:**

_____

**JACKSON COUNTY COMMISSION**

By:_____

ITS:

ATTEST:

_____
By:
Its:

SNS BUDGET

1. Lawrence County
   Cell phone enhancer/Incident Command Board
2. Cullman County
   barricades and signs
3. Marshall County
   barricades and signs
4. Morgan County
   radio
5. Madison County
   Refrigerator, GPS units, tents, signs and stanchions
6. Jackson County
   Ipads
7. Limestone County
   Tent