

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Mar 24, 2016

Action Requested By: Police

Agenda Type: Resolution

Subject Matter:

Memorandum of Agreement between the City of Huntsville, Alabama and the City of Boaz, Alabama

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Memorandum of Agreement between the City of Huntsville, Alabama and the City of Boaz, Alabama for the donation of a drug detection dog to the Boaz Police Department.

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

Item to be considered for: Action

Unanimous Consent Required: Yes

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 agreement will allow Huntsville Police Department to donate a drug detection dog to the Boaz Police Department.

Associated Cost: _____

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: Mark M. Mung

Date: Mar 9, 2016

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Police

Council Meeting Date: 3/24/2016

Department Contact: Jessica Winn

Phone # (256) 427-7002

Contract or Agreement: MOU between City of Huntsville and City of Boaz

Document Name:

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

Account Number:

Procurement Agreements

<u>Select...</u>	<u>Select...</u>
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Grant-Funded Agreements

<u>Select...</u>	Grant Name:
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Department	Signature	Date
1) Originating	<i>Mark M. Munn</i>	3/9/2016
2) Legal	<i>Mary Clated</i>	3/14/2016
3) Finance	<i>M. Darg</i>	3-15-16
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 16 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama that the Mayor be, and he is hereby authorized to enter into an Agreement between the City of Huntsville and the City of Boaz, Alabama, 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 "Memorandum of Agreement Between the City of Huntsville, Alabama and the City of Boaz, Alabama" consisting of two (2) pages, and the date of March 24, 2016, appearing on 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.

ADOPTED this the 24th day of March, 2016.

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

ADOPTED this the 24th day of March, 2016.

Mayor of the City of Huntsville,
Alabama

Memorandum of Agreement
Between the City of Huntsville,
Alabama and the City of Boaz,
Alabama

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered this the _____ day of March, 2016, by and between the City of Huntsville, Alabama, a municipal corporation, (hereinafter referred to as "Huntsville"), and City of Boaz, Alabama, (hereinafter referred to as "Boaz"),

WHEREAS, the City of Huntsville's police department is currently the owner of a male German Shepard drug detection dog currently named Riddick (hereinafter referred to as the "K9"); and

WHEREAS, Huntsville no longer has a need for the services of the K9;
and

WHEREAS, Boaz has a need for the services of K9; and

WHEREAS, Huntsville desires to donate to Boaz, and Boaz desires to accept the K9 according to the terms and conditions set forth herein;

WITNESSETH

It is understood by the parties hereto, as follows:

1. Huntsville hereby conveys to Boaz the K9.
2. Boaz accepts the K9 and assumes all risks associated with its use. Boaz, to the fullest extent permitted by law, shall indemnify and hold harmless the City of Huntsville, 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 actions or use of the K9. 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.

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

Date: _____

3. This Agreement is made in and shall be governed by the laws of the State of Alabama.

4. The failure by a party to exercise or enforce any right hereunder shall not operate as a waiver of such party's right to exercise or enforce such right or any other right in the future.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date and year first written above.

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

ATTEST: _____
Kenneth Benion
Clerk-Treasurer

By: _____
Tommy Battle
Mayor, City of Huntsville

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

ATTEST:  _____
Jace Bright

By:  _____
Tim Walker
Mayor, City of Boaz