

CITY COUNCIL AGENDA ITEM COVER MEMO

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

Meeting Type: Regular

Meeting Date: 6/23/2016

Action Requested By:  
EMA

Agenda Item Type  
Resolution

Subject Matter:

Agreement with the City of Fort Payne, Alabama.

Exact Wording for the Agenda:

Authorizing the Mayor to execute an agreement with The City of Fort Payne, Alabama for the transfer of grant funds.

**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 provides for sustainment funding for regional mutual aid teams. Fully funded by grant.

Associated Cost:

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: Jeff Bindwell

Date: 6/8/2016

## ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: EMA

Council Meeting Date: 6/23/2016

Department Contact: Bill Sizemore

Phone # 5130

Contract or Agreement: Agreement with The City of Fort Payne, Alabama

Document Name: Agreement between the City of Huntsville DBA Huntsville-Madison County Emergenc...

City Obligation Amount: 2800.00

Total Project Budget: 2800.00

Uncommitted Account Balance:

Account Number:

### 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>Jeff Birdwell</i>	<i>6/18/16</i>
2) Legal	<i>Mary C. Cates</i>	<i>6/14/16</i>
3) Finance	<i>M. Dargatzis</i>	<i>6-15-16</i>
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 of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and the the City of Fort Payne, Alabama 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 and the City of Fort Payne, Alabama for the transfer of grant funds" consisting of a total of four (4) pages, and the date of June 23, 2016, 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 23rd day of June, 2016.

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

**APPROVED** this the 23rd day of June, 2016.

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

**AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, DBA  
THE HUNTSVILLE-MADISON COUNTY EMERGENCY  
MANAGEMENT AGENCY AND THE  
CITY OF FORT PAYNE, ALABAMA  
FOR THE TRANSFER OF GRANT  
FUNDS**

STATE OF ALABAMA            )  
  )  
COUNTY OF MADISON        )

**AGREEMENT**

**THIS AGREEMENT** is entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2016, 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 CITY OF FORT PAYNE, ALABAMA (hereinafter "FORT PAYNE").

**WHEREAS**, EMA has entered into the following grants or cooperative Agreements in furtherance of preparing emergency services to respond to acts of terrorism and other emergencies that threaten the public's safety 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, adopted February 25, 2014 for \$79,473.00 (5 FIL) to be used to support AMAS teams throughout the North Alabama region; and

**WHEREAS** EMA wishes to distribute up to \$2,800.00 (5 FIL) of said funds to FORT PAYNE for its support of heavy rescue.

**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 FORT PAYNE a total of up to \$2,800.00 from 5FIL contingent upon EMA and the City receiving the funds for such award from the Alabama Law Enforcement Agency and FORT PAYNE performing its obligations under this Agreement.

2. FORT PAYNE shall use the said funds to provide for training and equipment for a regional teams.

3. Title to any equipment purchased shall revert to EMA if FORT PAYNE ceases to use said equipment for the purposes detailed in this Agreement.

4. FORT PAYNE agrees to assist and cooperate with EMA in providing all documentation required by the Alabama Law Enforcement Agency to ensure compliance with the terms and conditions of the above referenced contract between the Alabama Law Enforcement Agency and EMA.

5. FORT PAYNE shall complete all expenditures under this agreement and submit all invoices therefore no later than the ending date(s) of the grant, including extensions and submit all invoices to the Director of EMA for reimbursement.

6. FORT PAYNE 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, FORT PAYNE 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. FORT PAYNE waives any and all rights to recovery from the City and EMA for any injuries that FORT PAYNE (and/or its agents and/or employees) may sustain while performing services under the above referenced grant and/or this Agreement.

8. FORT PAYNE, 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 FORT PAYNE, 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: \_\_\_\_\_  
City of Huntsville Clerk-Treasurer

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

By: Jeff Birdwell

Date: 6/16/16

**ATTEST:**

William S. G...

**CITY OF FORT PAYNE, ALABAMA**

By: Larry Chesson

ITS: 112908

**ATTEST:**

Robert A. G...

By:

Its:

City Clerk