

## CITY COUNCIL AGENDA ITEM COVER MEMO

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

Meeting Type: Regular

Meeting Date: 4/11/2013

Action Requested By:  
EMA

Agenda Item Type  
Resolution

Subject Matter:

Agreement with the Central Volunteer Fire Department

Exact Wording for the Agenda:

Authorizing the Mayor to enter into an agreement with Central VFD 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 agreement will allow funding of equipment for Central VFD. No matching funds are required.

Associated Cost: 15426.00

Budgeted Item: No

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: William J. Quinn

Date: 3/25/2013

## ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: EMA Council Meeting Date: 4/11/2013

Department Contact: Bill Sizemore Phone # 5130

Contract or Agreement: Agreement with the Central Volunteer Fire Department

Document Name: Agreement Between the Huntsville-Madison county EMA and The Central Volunteer ...

City Obligation Amount: 15426

Total Project Budget: 15426.00

Uncommitted Account Balance:

Account Number: 01-5266-0510-xxxx

### Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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### Grant-Funded Agreements

<u>State Other</u>	Grant Name:
<u>0 MRS</u>	

Department	Signature	Date
1) Originating	<i>Bill Sizemore</i>	<i>3/25/13</i>
2) Legal	<i>Mary C. Cates</i>	<i>3/28/13</i>
3) Finance <i>CC</i>	<i>MC</i>	<i>3/24</i>
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 13-\_\_\_\_\_

**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 Madison County Commission, 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 Huntsville Madison County Emergency Management Agency and Central Volunteer Fire Department for the transfer of grant funds" consisting of a total of four (4) pages, and the date of April 11, 2013, 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 11th day of April, 2013.

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

**APPROVED** this the 11th day of April, 2013.

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

**AGREEMENT BETWEEN THE  
HUNTSVILLE-MADISON COUNTY EMERGENCY  
MANAGEMENT AGENCY AND  
CENTRAL VOLUNTEER FIRE  
DEPARTMENT FOR THE TRANSFER  
OF GRANT FUNDS**

STATE OF ALABAMA                    )  
  )  
COUNTY OF MADISON                )

**AGREEMENT**

**THIS AGREEMENT** is entered into on this the 11th day of April, 2013, 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 CENTRAL VOLUNTEER FIRE DEPARTMENT (hereinafter "CENTRAL VFD").

**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 April 11, 2013 for \$15,426.00 (0 MRS) to be used to support response efforts throughout the North Alabama region; and

**WHEREAS** EMA wishes to distribute \$15,426.00 (0 MRS) of said funds to CENTRAL VFD for its preparation for response to acts of terrorism.

**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 CENTRAL VFD a total of \$15,426.00 from 0 MRS contingent upon EMA and the City receiving the funds for such award from the Alabama Department of Homeland Security and CENTRAL VFD performing its obligations under this Agreement.

2. CENTRAL VFD shall use the said funds to provide equipment for responders within their department.

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

4. CENTRAL VFD agrees to assist and cooperate with EMA in providing all documentation required by the Alabama Department of Homeland Security to ensure compliance with the terms and conditions of the above referenced contract between the Alabama Department of Homeland Security and EMA.

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

8. CENTRAL VFD, 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 Madison 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:**

\_\_\_\_\_

**CENTRAL VFD**

By: \_\_\_\_\_

ITS:

**ATTEST:**

\_\_\_\_\_  
By:  
Its: