

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 North Alabama Medical Reserve Corps.

Exact Wording for the Agenda:

Authorizing the Mayor to execute an agreement with the North Alabama Medical Reserve Corps.

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 for the MRC to continue volunteer recruitment and training. This agreement is grant funded.

Associated Cost: 35000

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: William S. Simon

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 North Alabama Medical Reserve Corps.

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

City Obligation Amount: 35000

Total Project Budget: 35000

Uncommitted Account Balance:

Account Number: 01-5266-0510-1379

Procurement Agreements

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

<u>State Other</u>	Grant Name:
<u>1 MMR</u>	

Department	Signature	Date
1) Originating	<i>Bill Sizemore</i>	<i>3/25/13</i>
2) Legal	<i>Mary G. Cates</i>	<i>3/28/13</i>
3) Finance <i>LC</i>	<i>ASJL</i>	<i>3/26</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 North Alabama Medical Reserve Corps 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 North Alabama Medical Reserve Corps." consisting of a total of three (3) 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

STATE OF ALABAMA)
COUNTY OF MADISON)

**AGREEMENT BETWEEN THE CITY
OF HUNTSVILLE DBA HUNTSVILLE-
MADISON COUNTY EMERGENCY
MANAGEMENT AGENCY AND THE
NORTH ALABAMA MEDICAL
RESERVE CORPS**

AGREEMENT

THIS AGREEMENT is entered into on this the 11th day of April, 2013, by and between the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation in the State of Alabama, doing business as the HUNTSVILLE-MADISON COUNTY EMERGENCY MANAGEMENT AGENCY ("EMA") and the NORTH ALABAMA MEDICAL RESERVE CORPS.

WITNESSETH

WHEREAS EMA has received a grant accepted by the City of Huntsville by adoption of Resolution No. 11-944 (1MMR) on December 15, 2011 and is the administrator of the grant in the amounts of \$281,693.00 from the Alabama Department of Homeland Security, said funds to be used to provide for the funding of the Metropolitan Medical Response System. And

WHEREAS the NORTH ALABAMA MEDICAL RESERVE CORPS has the expertise and the staff to establish the Medical Reserve Corps for the benefit of all the citizens of Madison County, Alabama;

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:

1. The NORTH ALABAMA MEDICAL RESERVE CORPS shall use up to \$35,000.00 in funds provided by 1 MMR pursuant to this Agreement for the continued recruitment and training of volunteers and other approved equipment and expenses necessary for the further development of, and to provide ongoing support to, the Medical Reserve Corps.

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

Date: _____

2. Invoices for the expenses incurred shall be furnished to the Director of the Huntsville-Madison County Emergency Management Agency on a monthly basis, so that EMA can reimburse The NORTH ALABAMA MEDICAL RESERVE CORPS for the expenses. Reimbursement to be made within a reasonable period of time (usually not to exceed 10 days).

3. The NORTH ALABAMA MEDICAL RESERVE CORPS 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 Alabama Department of Homeland Security Grant to the Huntsville-Madison County Emergency Management Agency.

4. The NORTH ALABAMA MEDICAL RESERVE CORPS shall complete all expenditures under this agreement and submit all invoices therefore no later than the end of the grant period (including extensions).

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

6. 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.

7. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

8. 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.

9. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

10. This Agreement shall become effective on the effective date of the grant (1MMR) and end at the expiration of the respective grants (including extensions).

11. 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

**NORTH ALABAMA MEDICAL
RESERVE CORPS**

By: _____
Pamela Toney
ITS: Director

ATTEST:

By:
Its: