



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/27/2025

File ID: TMP-5347

Department: Emergency Management Agency

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute an agreement between Mobile Communications America on behalf of the Huntsville-Madison County Emergency Management Agency for siren activation software maintenance and service.

Resolution No.

Finance Information:

Account Number: 3900-44-00000-515250-00000000-

City Cost Amount: \$26,621.64 annually

Total Cost: \$79,864.92

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 District 2 District 3 District 4 District 5

Additional Comments: N/A

RESOLUTION NO. 25-_____

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 Mobile Communications America, Inc. 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 “Siren Software Maintenance Service Agreement Between The Huntsville-Madison County EMA, and Mobile Communications America”, consisting of a total of eight (8) pages, and the date of March 27, 2025, 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 of the City of Huntsville, Alabama.

ADOPTED this the 27th day of March, 2025.

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

APPROVED this the 27th day of March, 2025.

Mayor of the City of
Huntsville, Alabama

SIREN MAINTENANCE AGREEMENT
BETWEEN THE HUNTSVILLE-MADISON CO
EMA AND MOBILE COMMUNICATIONS AMERICA

SIREN SOFTWARE MAINTENANCE SERVICE AGREEMENT

This Siren Software Maintenance Service Agreement (“Agreement”) is made and entered into as of April 1, 2025 (the “Effective Date”) by Mobile Communications America (“MCA”) and Huntsville-Madison County EMA (“EMA”).

AGREEMENT

In exchange for the mutual promises contained in this Agreement and other good and valuable considerations, EMA and MCA agree to the following:

1. Performance of Services. MCA shall perform the software maintenance services set forth in Attachment “A” (“Software Maintenance Services”).
2. Term. The initial term of this Agreement (the “Term”) begins as of the Effective Date and will continue, unless pursuant to Section 3, until the close of business on the third (3rd) anniversary of the Effective Date.
3. Renewal. This agreement will not be renewed. A new agreement will be an option after the set Term.
4. Pricing. The total amount shall not exceed \$26,261.64 annually, \$79,864.92 for the Term.
5. Payment Terms. MCA shall invoice annually. EMA will process promptly in order to pay on a new 30 basis.
6. Termination. Either party may terminate this Agreement with thirty (30) days written notice.
7. Independent Contractors. The parties and their respective personnel are and will be independent contractors, and neither party, by virtue of this Agreement, will have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

President of the City of the
City of Huntsville, AL
Date: March 27, 2025

8. Insurance Coverage. MCA shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. MCA shall procure and maintain for the duration of the job until final acceptance by the City, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by MCA, its agents, representatives, employees, or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

- a. **General Liability:** Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the City's approval. General Liability Coverage and City's Contractors Protective Insurance should be written by the same insurance company.

Commercial General Liability:
Products and Completed Operations
Contractual
Personal Injury
Broad from Property Damage

- b. **Automobile Liability:** Business Automotive Liability providing coverage for all owned, hired, and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.
- c. **Workers' Compensation Insurance:** Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. Waivers of subrogation in favor of the City shall be endorsed to Worker's Compensation coverage.
- d. **Employers Liability Insurance:** Covering Common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

B. MINIMUM LIMITS OF INSURANCE:

a. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$2,000,000 General Aggregate Limit

\$1,000,000 Products – Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

\$1,000,000 Each Occurrence

b. Automobile Liability:

\$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

c. Workers' Compensation:

As required by the State of Alabama Statute

d. Employers Liability:

\$100,000 Bodily Injury by Accident or Disease

\$ 500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS:

EMA is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the EMA's best interest. If the insurance requirements are not adjusted by EMA prior to EMA's release of specifications with regard to the project in question, then the minimum limits shall apply.

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage's Only:

- a. EMA, the City of Huntsville, their elected and appointed officials, employees, agents and specified volunteers are to be covered as Additional Insured, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of MCA for products used by and completed operations of MCA; or automobiles owned, leased, hired or borrowed by MCA. Additional insured status shall be through ISO additional Endorsement CG 20 10 11 85 or an equivalent that is sufficient to provide the coverage required by this Agreement.

- b. MCA's insurance coverage shall be primary insurance as respects EMA, the City of Huntsville, and their elected and appointed officials, employees, agents, and specified volunteers, as their interest may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or specified volunteers shall be excess of MCA's insurance and shall not contribute to it.

- c. MCA's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

- a. MCA is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state the coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require then (10) days written notice to the City.

- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than **B+ V**.

E. VERIFICATION OF COVERAGE:

The city shall be indicated as a Certificate Holder, and MCA shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE CONTRACTOR:

MCA shall include all subcontractors and/or consultants as insured under its policies of shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

G. HOLD HARMLESS AGREEMENT:

MCA, to the fullest extent permitted by law, shall indemnify and hold harmless EMA, the City of Huntsville, their 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 resulting from the performance of the work, provided that any such claim, damage, loss of expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property injury, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of MCA or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. 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.

9. Waiver. No waiver of any provision hereof or of any right or remedy hereunder will be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, and no partial exercise of any right or remedy hereunder will constitute a waiver of any right or remedy, or future exercise thereof.

10. Severability. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to the extent to be deemed omitted, and the balance of the Agreement will remain enforceable.

11. Notice. All notices will be in writing and will be deemed to be delivered when received by certified mail, postage prepaid, return receipt requested, or when sent by facsimile or e-mail confirmed by call back.

12. Amendment. No amendment, change, waiver, or discharge hereof will be valid unless in writing and signed by both parties.

13. Assignment. Neither party shall assign any of its rights or obligations under this Agreement, whether voluntarily or by operation of law, without the written consent of the other party.

14. No Third-Party Beneficiaries. Nothing contained in this contract shall create or be interpreted to create privity or any other contractual agreement between the City and person or entity other than MCA.

15. Entire Agreement. This Agreement, together with Schedule "A" which is hereby incorporated in the Agreement by reference, represents the complete and exclusive statement of all mutual understandings between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous proposals, communications and understandings, oral or written. If there is a conflict between the Agreement and the specifications set forth on Exhibit A to this Agreement, then the terms of Exhibit A will govern.

IN WITNESS WHEREOF, the parties have signed and delivered the Agreement with the intention of being bound effective as of the Effective Date.

Mobile Communications America

By: _____

Title: _____

Huntsville-Madison County EMA

By: _____

Title: _____

City of Huntsville

By: _____

Title: _____

Attachment "A"

Software Maintenance Services:

This Agreement is on offer to purchase software maintenance service, for the systems related to siren activation Mobile Communications America agrees to maintain the OptiWarn siren activation software on the computer equipment at EMS's Emergency Operations Center, Huntsville-Madison County Emergency Communications Center activation control point and each of the Remote Terminal Units, under the terms and conditions described in this agreement. Beginning on the effective date of the agreement, Mobile Communications America agrees to provide maintenance service to keep covered software and associated OptiWarn system in good working order.