

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

STATE OF ALABAMA)
)
COUNTY OF MADISON)

AGREEMENT

THIS AGREEMENT is entered into on this the 10th day of March, 2022, 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 MADISON, ALABAMA (hereinafter “MADISON”).

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 January 27, 2022 for \$66,398.80 (2021-FIL-007) to be used to support AMAS teams throughout the North Alabama region; and

WHEREAS EMA wishes to distribute up to \$24,079.60 (2021- FIL-007) of said funds to MADISON 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 MADISON a total of up to \$24,079.60 from 2021-FIL-007 contingent upon EMA and the City receiving the funds for such award from the Alabama Law Enforcement Agency and MADISON performing its obligations under this Agreement.

2. MADISON shall use the said funds to provide for training and equipment for a regional team.

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

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

8. MADISON, 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, 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: _____
Kenneth Benion
City of Huntsville Clerk-Treasurer

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

By: _____

Date: _____

ATTEST:

CITY OF MADISON, ALABAMA

By: _____

ITS:

ATTEST:

By:

Its:

