ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Recreation Services** Council Meeting Date: **9/27/2012**

Department Contact: **April Trew** Phone # **256-564-8024**

Contract or Agreement: **Agreement between The City of Huntsville, Alabama and the Boy...**

Document Name:

City Obligation Amount: **N/A**

Total Project Budget:

Uncommitted Account Balance:

Account Number:

Procurement Agreements

Select...	Select...

Grant-Funded Agreements

Select...	Grant Name:

Department	Signature	Date
1) Originating	Greg Patterson	9-20-12
2) Legal	Mary C. Cates	9/24/-12
3) Finance		9/24
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

Revised 04/15/2011

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 9/27/2012

Action Requested By:
Recreation Services

Agenda Item Type
Resolution

Subject Matter:

Agreement for the donation and installation of playground equipment from the Boys and Girls Club to be placed at Holmes Avenue Park.

Exact Wording for the Agenda:

Agreement between The City of Huntsville Alabama and the Boys and Girls Clubs of North Alabama, Inc. for the Donation and Installation of Playground Equipment at Holmes Avenue Park.

Note: If amendment, please state title and number of the original

Item to be considered for: Select...

Unanimous Consent Required: Select...

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 the City to accept a donation of playground equipment that the Boys and Girls Club were awarded through a grant. The equipment will be installed at Holmes Ave. Park through a joint effort from the city and volunteers from the Boys and Girls Clubs.

Associated Cost:

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: Greg Patterson

Date:

revised 3/12/2012

RESOLUTION NO. 12-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, does hereby declare in accordance with Code of Alabama (1975) that the Mayor be, and is hereby authorized to enter into an Agreement by and between the City of Huntsville and the Boys and Girls Clubs of North Alabama, 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 a "Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and the Boys and Girls Clubs of North Alabama, Inc.," consisting of three (3) pages, and the date of September 27, 2012, 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 27th day of September, 2012.

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

APPROVED this the 27th day of September, 2012.

_____
Mayor of the City of
Huntsville, Alabama

Agreement between The City of Huntsville, Alabama and the Boys and Girls Clubs of North Alabama, Inc. for the Donation and Installation of Playground Equipment at Holmes Avenue Park

AGREEMENT

This Agreement (the "Agreement") is made and entered into on the _____ day of September, 2012, by and between the **City of Huntsville**, a municipal corporation in the State of Alabama, hereinafter referred to as the "City," and **the Boys and Girls Clubs of North Alabama, Inc,** an Alabama non-profit corporation, hereinafter referred to as the "Agency."

WITNESSETH

WHEREAS, the City owns and maintains a public park known as "Holmes Avenue Park" (hereinafter referred to as the "Park"); and

WHEREAS, the City and the Agency each have an interest in having new playground equipment installed in the Park; and

WHEREAS, the Agency has been awarded a grant from KaBOOM!, Inc. for new playground equipment (hereinafter referred to as the "Equipment"); and

WHEREAS, the Agency will be required to provide volunteers to assist in the installation of the Equipment; and

WHEREAS, the Agency desires to donate the Equipment awarded by KaBOOM! to the City for installation at the Park; and

WHEREAS, the City desires to accept the donation of the Equipment;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein below, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Agency agrees to donate the Equipment to the City, and the City accepts the donation of the Equipment but makes no obligation for further consideration other than maintaining the Park and Equipment according to the regular park maintenance schedule of the City of Huntsville.

2. The Agency agrees to provide employees and volunteers, on a date mutually agreeable to the Agency and the City, to install the Equipment at Holmes Avenue Park. The Director of the City's Parks and Recreation Department shall have final approval of the suitability of all or any part of the Equipment for use at the Park. The Agency, to the fullest extent permitted by law,

shall indemnify and hold harmless, the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including court awarded attorney's fees, arising out of or resulting from the acts of the Agency, its employees or volunteers during the installation of the Equipment. The Agency's duties hereunder shall survive the termination or expiration of this Agreement.

3. The Agency agrees to indemnify and hold harmless, the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including court awarded attorney's fees, arising out of or resulting from any claim, suit or action of any kind by KaBOOM! against the City arising out of any agreement between the Agency, the City and KaBOOM!.

4. It is expressly understood that this Agreement sets forth the entire agreement of the parties and supersedes any prior written or oral agreements between them concerning the subject matter contained herein, oral or otherwise, and that there is no other agreement between the parties other than that contained herein.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to Alabama conflict of laws provisions. Proper venue for any action to enforce the terms of this Agreement shall be in the state or federal courts of Alabama.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

ATTEST:

By: Karen Lang

Boys and Girls Clubs of
North Alabama, Inc.

By: Beth Wyn

ATTEST:

By: _____
Charles E. Hagood
City Clerk- Treasurer

City of Huntsville, Alabama
Municipal Corporation in the State
of Alabama

By: _____
Tommy Battle, Mayor

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Charles E. Hagood, whose names as Mayor and City Clerk-Treasurer of the City of Huntsville, a municipal corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same with full authority for an as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the ____ day of September, 2012.

_____
Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Patrick Wynn and Karen Lang, whose names as _____ and _____ of the Boys and Girls Clubs of North Alabama, Inc. an Alabama nonprofit corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same with full authority for an as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the 25th day of September, 2012.

Tonya B Atkley
Notary Public
My Commission Expires: 9-16-2016