

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 1/24/2013

Action Requested By:
EMA

Agenda Item Type
Resolution

Subject Matter:

Lease agreement with HEMSI

Exact Wording for the Agenda:

Authorizing the Mayor to execute a lease agreement with HEMSI for the transfer of personal property.

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

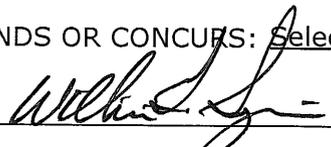
and accomplish and; any other information that might be helpful.

This agreement will transfer personal property from the Coty to HEMSI.

Associated Cost: 0

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: 

Date: 1/11/2013

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: EMA Council Meeting Date: 1/24/2013

Department Contact: Bill Sizemore Phone # 5130

Contract or Agreement: Lease agreement with HEMSI

Document Name: Lease agreement between the City of Huntsville and HEMSI for the lease of personal p...

City Obligation Amount: 0

Total Project Budget: 0

Uncommitted Account Balance: 0

Account Number:

Procurement Agreements

Not Applicable	Not Applicable
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Grant-Funded Agreements

Not Applicable	Grant Name: <u></u>
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Department	Signature	Date
1) Originating	<i>Bill Sizemore</i>	1/11/13
2) Legal	<i>Mary C. Cates</i>	1/18/13
3) Finance <i>OC</i>	<i>[Signature]</i>	1/14
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 Huntsville Emergency Medical Services, 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 "Lease Agreement Between City of Huntsville and HEMSI for the Lease of Personal Property" consisting of a total of five(5) pages, and the date of January 24, 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 24th day of January, 2013.

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

APPROVED this the 24th day of January, 2013.

Mayor of the City of
Huntsville, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

**Lease Agreement Between
the City of Huntsville and
HEMSI for the Lease of
Personal Property**

Lease Agreement

THIS LEASE is executed the 24th day of January, 2013 by and between City of Huntsville, Alabama, a municipal corporation (hereinafter "Lessor") and Huntsville Emergency Medical Services Incorporated, an Alabama corporation having its principal place of business in Huntsville, Alabama (hereinafter "Lessee" or "Tenant").

1. DESCRIPTION OF PERSONAL PROPERTY.

1.01 Lessor hereby leases to Lessee and Lessee leases from Lessor upon the terms, covenants, and conditions set forth herein, the following personal property (hereinafter collectively referred to as "Equipment") located in Huntsville, Alabama:

- (1) Search Dog Trailer VIN #5NHUCM626DN077339
- (2) LifePak LP15 Monitor S/N 40567925
- (1) LifePak LP15 Monitor S/N 40573775

All of the above Equipment is hereby leased to Lessee in "AS IS" condition. Lessor makes no representations or warranties as to the condition of said equipment and/or its fitness for a particular purpose.

2. TERM.

2.01 The term of this Lease shall be for five (5) years, commencing on January 24, 2013 and ending at midnight on January 23, 2018. All Equipment must be returned to Lessor in good and operable condition within ten (10) days of expiration of the Lease. Lessee shall have the option to renew the lease for another five (5) year term upon providing written notice of its intent to renew to City before expiration of the original term of the lease. Any renewal period shall be subject to the same terms and conditions as set forth in this Agreement for the original term.

3. RENT.

Lessee shall pay Lessor the sum of Ten (\$10.00) Dollars per year.

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

Date: _____

4. DELIVERY OF POSSESSION AND MAINTENANCE OF EQUIPMENT.

Lessor agrees to deliver and Lessee agrees to take possession of the Equipment within seven days of the Effective Date of this Agreement. As of the Effective Date of this Agreement, Lessee shall be solely responsible for all maintenance and upkeep of the Equipment. Lessee shall maintain all Equipment in good repair at Lessee's sole cost and expense and to that end shall make all ordinary and necessary repairs and replacements thereto. Lessee agrees to accept the Equipment in the condition and state of repair in which they now are.

5. INSURANCE.

5.01 Lessee shall at all times insure all Equipment from and against casualty loss. Lessee shall also at all times carry liability insurance coverage for each item of equipment with a minimum limit of \$500,000 for bodily injury claim and \$150,000 for property damage claim. All cost of insurance shall be borne by Lessee. All insurance provided herein shall be covered by policies of insurance of responsible companies having an AM Best's rating of BV+ or better and duly authorized to transact business in the State of Alabama.

5.02 Lessee agrees to procure and maintain worker's compensation insurance as required by law.

5.03 The Lessee agrees that it will comply with all laws, ordinances, orders and regulations affecting the use of the Equipment.

6. ATTORNEY'S FEES.

6.01 In the event of any legal action or proceeding between the parties hereto, reasonable attorney's fees and expenses of the prevailing party in any such action or proceeding may be added to the judgment therein. Should Lessor be named as a defendant in any suit brought against Lessee in connection with or arising out of Lessee's use of Equipment hereunder Lessee shall pay to Lessor its cost and expenses incurred in such suit, including a reasonable attorney's fee.

7.0 WAIVER.

7.01 No waiver of any condition or covenant of this Lease by the Lessor shall be deemed to imply or constitute a further waiver by the Lessor of any other condition or covenant of this Lease. The rights and remedies created by this Lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

8. INDEMNIFICATION BY LESSEE.

8.01 Lessee shall indemnify and hold harmless Lessor against and from any and all claims for damage or injury to persons or property arising solely and proximately from the Lessee's use of the Equipment or the conduct of its business or from any activity, work, or thing done, permitted or suffered by the Lessee using the Equipment and shall further indemnify and hold harmless Lessor against and from any and all claims arising from any negligent fault or omission of the Lessee or of its agents or employees and from and against all costs, attorney's fees, expenses, liabilities incurred in or about such claim or any action or proceeding brought thereof and in case any action or proceeding be brought against Lessor by reason of any such claim. Lessee upon notice from Lessor shall defend the same at Lessee's expense. The obligations of Lessee under this Section arising by reason of any occurrence taking place during the term of this Lease shall survive any termination of this Lease.

9. ASSIGNMENT AND SUBLETTING.

9.01 Without Lessor's consent Lessee shall not assign any interest in this Lease and/or assign any interest in the Equipment to any third party. Any attempted assignment or subleasing by Lessee shall void this Lease.

10. TERMINATION.

10.01 Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party. All Equipment must be returned to Lessor in good and operable condition within ten (10) days of termination.

11. NOTICES.

11.01 All notices under this Lease by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by certified mail, return requested postage prepaid, or overnight courier and addressed as follows:

To Lessee, addressed to the last known post office address of Lessee or to the Leased Premises:

Huntsville Emergency Medical Services Incorporated
2700 6th Avenue SW
Huntsville, Alabama 35805

To Lessor, addressed to Lessor at or to such place as Lessor may from time to time designate by notice to Lessee:

City of Huntsville
Emergency Management Agency
Attn: _____
308 Fountain Circle
Huntsville, Alabama 35801

12. ALABAMA LAW.

12.01 This agreement, its application, enforcement and jurisdiction shall be construed under the laws applicable in the State of Alabama.

13. SEVERABILITY.

13.01 The invalidity, illegality, or unenforceability of any provision in this Lease Contract shall not render the other provisions invalid, illegal, or unenforceable.

IN WITNESS WHEREOF, the parties hereto have affixed their hands, or, when appropriate have caused this instrument to be executed by duly authorized officers with the appropriate seal of the organization, the day and year first above written.

ATTEST:

LESSOR: City of Huntsville, Alabama
A Municipal Corporation

Charles E. Hagood
Clerk-Treasurer

By: _____
Tommy Battle, Mayor

Date: _____

ATTEST:

**LESSEE: HUNTSVILLE
EMERGENCY MEDICAL SERVICES
INCORPORATED (HEMSI)**

By: _____

Its: _____

Date: _____