

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 2/28/2013

Action Requested By:
Police

Agenda Item Type
Resolution

Subject Matter:

Lease Agreement between the City of Huntsville and the National Children's Advocacy Center

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Lease Agreement between the National Children's Advocacy Center and the City of Huntsville for lease of a portion of the property located at 210 Pratt Avenue, N.E., Huntsville, Alabama

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.

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: *René Morris*

Date: 2/8/2013

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Police

Council Meeting Date: 2/28/2013

Department Contact: Jessica Winn

Phone # (256) 427-7002

Contract or Agreement: Lease Agreement between City of Huntsville and National Children's Advocacy...

Document Name: Lease Agreement between City of Huntsville and National Children's Advocacy Center

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

Account Number:

Procurement Agreements

<u>Select...</u>	<u>Select...</u>
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Grant-Funded Agreements

<u>Select...</u>	Grant Name:
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Department	Signature	Date
1) Originating	<i>Benji Morris</i>	2/8/2013
2) Legal	<i>Mary Clarke</i>	2/20/13
3) Finance	<i>[Signature]</i>	2/13
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 13-_____

WHEREAS 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 a Lease by and between the City of Huntsville and the National Children's Advocacy Center, 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 by and between the City of Huntsville and the National Children's Advocacy Center, Inc." consisting of seven (7) pages, and the date of February 28, 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 28th day of February, 2013

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

APPROVED this the 28th day of February, 2013.

Mayor of the City of
Huntsville, Alabama

STATE OF ALABAMA)
)
COUNTY OF MADISON)

LEASE AGREEMENT BETWEEN
THE NATIONAL CHILDREN'S
ADVOCACY CENTER, INC. AND THE
CITY OF HUNTSVILLE.
ALABAMA FOR LEASE OF A
PORTION OF THE PROPERTY
LOCATED AT 210 PRATT AVENUE NE,
HUNTSVILLE, ALABAMA

LEASE AGREEMENT

This Lease agreement is made and entered into as of the 28th day of February 2013 (the "Effective Date") by and between the National Children's Advocacy Center, Inc. (hereinafter "Lessor") and the City of Huntsville, Alabama (hereinafter "Lessee").

WITNESSETH:

1. PREMISES. In consideration of the rents contained herein, and the covenants and agreements to be observed and performed by Lessee, the Lessor hereby leases to the Lessee, and the Lessee leases from the Lessor, upon the terms and conditions set forth herein, those certain premises consisting of approximately 3224 square feet of office space and common areas located in the Main Building of the National Children's Advocacy Center at 210 Pratt Avenue, Huntsville, Alabama 35801 (hereinafter the "Premises"). All of the office space and common areas included in the Premises are more particularly described in Exhibit A, which consists of the floor plans of the Main Building and an inventory list of furnishings provided by Lessor to Lessee and which Exhibit is attached hereto and incorporated herein by reference.

2. TERM. The term of this Lease shall be for three years commencing September 1, 2013, with the Lessee having the option to renew the Lease for two (2) additional consecutive one (1) year terms by giving written notice to the Lessor, ninety (90) days prior to the end of the expiring term. It is agreed that either party may terminate this Lease with or without cause, at any time by giving six (6) months prior written notice in writing to the other party. The parties agree that the commencement date may be moved forward by a modification to this lease.

3. CONSIDERATION. As consideration for the Premises, the Lessee agrees to pay the Lessor, without notice, offset or demand, as rent of said Premises the sum of \$30,000 per year and to maintain the Premises as specifically set forth herein.

4. CONDITION OF PREMISES. Lessee has examined the Premises before executing this Lease, and its entry into possession of said Premises shall constitute its acceptance of the Premises and the condition thereof, as is.

5. UTILITIES AND SERVICES. Lessor agrees and covenants that it will pay all reasonable and customary charges for gas, electricity, and for all water used on the said Premises.

6. MAINTENANCE AND REPAIR. Except as hereinafter provided, maintenance and repair shall be the duty and obligation of the Lessor and shall include:

a. Structural and Mechanical. The Lessor shall maintain in good repair and appearance all structural and mechanical components of the Premises which are common to the facility including but not necessarily limited to all exterior walls, structural systems, roof and flashing, heating and air conditioning units, electrical systems, and plumbing, unless such repairs are occasioned by the negligence or intentional acts of the Lessee. These shall be maintained in at least as good a condition as of the Effective Date, subject only to normal wear and tear.

b. Parking Lot. The Lessor shall maintain in good repair and appearance, the parking lot located on the Premises.

c. Janitorial. Lessor will provide janitorial services and waste disposal at no cost to Lessee.

7. DUTIES AND OBLIGATIONS OF LESSEE. The Lessee shall provide all supplies and equipment necessary to meet the needs of its own personnel and activities conducted or sponsored by the Lessee. The Lessee agrees to keep the Premises in a clean and sanitary condition, and shall neither commit nor permit any waste of the Premises but shall take good care of the same, and upon termination of this Lease shall surrender possession of said Premises in as good condition as at the commencement of the Lease, normal wear and tear excepted. The Lessee agrees to provide the Lessor with prompt notice of any accident to or defect in water pipes, electrical equipment, or of any plumbing, heating, or cooling apparatus or devices which are common structural or mechanical systems of the Main Building. Lessee will comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may later be in force, governing the Premises (the "Laws").

8. ALTERATIONS OF LEASED PREMISES: FIXTURES, SIGNS

a. Alterations. Except as otherwise provided herein, the Lessee shall not make any structural changes or alterations in or to any part of the Main Building, or to the Premises, except upon the prior written consent of the Lessor. Notwithstanding the foregoing, the parties agree that Lessee may, from time to time, without the approval of the Lessor, but at the Lessee's own expense, make minor alterations to the interior of the Premises, provided that the same do not materially diminish the value of the Premises, and prior written notice of such proposed minor alterations is provided to Lessor.

b. Fixtures. The Lessee may install and affix to the interior of the Premises such fixtures and equipment as the Lessee deems desirable and all such fixtures and equipment shall remain the property of the Lessee and may be removed at anytime provided that the Lessee, at its expense, shall repair any damage caused by reason of such removal and shall restore the Premises to at least as good of a condition as the Premises was on the Effective Date (normal wear and tear excepted). Lessee's obligation hereunder shall survive the termination of the Lease.

c. Signs and Advertisements. The Lessee may, at its sole cost and expense, install signs, advertisements or notices on the Premises with the prior written consent of the Lessor, and provided that said signs, advertisements or notices do not violate any Laws, including restrictive covenants governing the Premises. The Lessee shall, at its sole cost and expense, maintain and repair the signs, advertisements, or notices and may upon the expiration of the term of this Lease or any renewal thereof, remove said signs, advertisements or notices, provided that Lessee, at its sole cost and expense, shall repair any damage caused by such removal. Lessee's obligation hereunder shall survive the termination of the Lease.

9. DAMAGE OR LOSS OF PROPERTY. The Parties agree that each party shall be responsible for the risk of loss of its own property located on the Premises, where damage is the result of Acts of God, intentional or willful acts of third parties, or from negligence.

10. LESSOR INSURANCE. The Lessor assumes the responsibility for insuring against damage or destruction of all buildings by fire and other casualties or perils commonly covered under an insurance policy containing extended coverage endorsement.

11. DEFAULT BY LESSEE. This Lease is made upon the condition that Lessee shall punctually and faithfully perform all of the covenants and agreements by it to be performed as herein set forth, and if any of the following events of default shall occur, to-wit:

(a) There be any default on the part of Lessee in the observance or performance of any of the covenants, agreements, or conditions of the Lease on the part of Lessee to be kept and performed, and said default shall continue for a period of thirty (30) days after receipt of written notice thereof from Lessor to Lessee (unless such default cannot reasonably be cured within thirty (30) days and Lessee shall have commenced to cure said default within said thirty (30) days and continues diligently to pursue the curing of the same); or,

(b) Lessee shall vacate or abandon the Premises.

Then, and in any of said cases, Lessor, at its option, may terminate this Lease and re-enter upon the Premises and take possession thereof with full right to sue for and collect all sums or amounts with respect to which Lessee may then be in default and has accrued up to the time of such entry, including damages to Lessor by reason of any breach or default on the part of Lessee; or, Lessor may elect to bring suit for collection of such rents and damages without entering into possession of the Premises or voiding this Lease.

In addition to, but not in limitation of, any of the remedies set forth in this Lease or given to Lessor by law or in equity, Lessor shall also have the right and option, in the event of any default by Lessee under this Lease and the continuance of such default after the period of notice above provided, to retake possession of the Premises from Lessee by summary proceedings or otherwise. It is agreed that the commencement and prosecution of any action by Lessor in forcible entry and detainer, ejectment, or otherwise, or any execution of any judgment or decree obtained in any action to recover possession of the Premises, shall not be construed as an election to terminate this Lease unless Lessor expressly exercises its option heretofore provided

to declare the term hereof ended, whether or not such entry or re-entry be had or taken under summary proceedings or otherwise, and shall not be deemed to have absolved or discharged Lessee from any of its obligations and liabilities for the remainder of the term of this Lease.

12. FIRE AND CASUALTY. Should the Premises be partially damaged or destroyed by fire and any other casualty during or before the expiration of the term of this Lease, the Lessor shall, as far as practicable, restore the property to the condition in which same exists upon the Lessee taking possession, reasonable wear and tear excepted. However, it is agreed that if the Premises are rendered substantially untenable by fire or other casualty, this Lease may thereupon be terminated upon notice by either party.

13. HAZARDOUS SUBSTANCES. Lessee shall not generate, store, treat, dispose of, install, or otherwise use any hazardous substances on, in, or under, or in any way related to the Premises, or any other portion of the Main Building or cause or permit any such generation, storage, treatment, disposal, installation, or other use with respect thereto, unless in accordance with applicable law. Lessee shall fully indemnify and hold Lessor harmless from any liability, damage, cost, or expense that Lessor might otherwise suffer from Lessee's failure to fully comply with the provisions of this section 14. The indemnity in this section 14 shall survive the expiration or termination of this Lease. "Hazardous Substances" means and includes any of the substances, materials, elements, or compounds that are contained in the list of hazardous substances adopted by the United States Congress or the EPA or any substances, materials, elements, or compounds affected by any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree now or at any time hereafter in effect, regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, dangerous, restricted, or otherwise regulated waste, substance, or material.

14. SUBLETTING OR ASSIGNMENT. Without the Lessor's prior written consent, which consent may be withheld at Lessor's discretion, the Lessee shall not sublet all or any party of the Premises herein, nor assign this Lease, in whole or in part.

15. NOTICES AND DEMANDS. All notices and demands to be provided by either party in connection with this Lease shall be given as follows:

If to the Lessee, said notices and demands shall be sent by certified mail, return receipt requested, or hand delivered to: Chief Lewis Morris, Huntsville Police Department, 815 Wheeler Avenue, Huntsville, Alabama 35801.

If to the Lessor, said notices and demands shall be sent by certified mail, return receipt requested, or hand delivered to National Children's Advocacy Center, Attention: Chris Newlin, 201 Pratt Avenue, Huntsville, Alabama 35801.

16. HOLDING OVER. Any holding over after the expiration of this Lease with the consent of the Owner, will be a month-to-month tenancy at the same effective monthly rental amount in effect at the expiration of this Lease, as applicable until either party will terminate the tenancy by giving the other party thirty (30) days prior written notice.

17. HEIRS, ASSIGNS, SUCCESSORS. This Lease is binding upon and is to the benefit of the heirs, assigns and successors of the parties.

18. AMERICANS WITH DISABILITIES ACT. To the best of its knowledge, Lessor affirms that the Premises are, at the time of the execution of this Lease, in compliance with the Americans with Disabilities Act.

19. CONDEMNATION. In the event that the whole or any part of said Premises shall be taken by any public authority under the power of eminent domain or like power, then the term hereof shall terminate as to the part of the Premises so taken, effective as of the date possession thereof shall be required to be delivered pursuant to the final order, judgment or decree entered in the proceedings in exercise of such power. All damages awarded for the taking of said Premises, or any part thereof shall be payable in the full amount thereof to and the same shall be the property of the Lessor, including, but not limited to, any sum paid or payable as compensation for loss of value of the leasehold or loss of the fee or the fee of any part of the Premises, and Lessee shall be entitled only to that portion of any award expressly stated to have been made for Lessee for the loss of value and cost of removal of stock, furniture, and fixtures which are owned by the Lessee.

20. COMPLETE UNDERSTANDING AND AGREEMENT. This Lease contains the complete and entire understanding and agreement of the parties. All agreements and representations relating to the Premises, whether oral or written, made by and between the parties, whether personally or with their authorized agents prior to the execution and acceptance of this Lease, are deemed to have been performed and discharged. Each of the parties hereto has read and understands this Lease and all prior covenants, agreements, and representations are superseded by this Lease.

21. ATTORNEY'S FEES. Lessee shall pay reasonable attorney's fees of Lessor in the event Lessor is required to use the services of any attorney for the successful enforcement against Lessee of any of the terms, conditions or provisions hereof.

22. WAIVER. No waiver by Lessor of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Lessee of the same or any other provision. Lessor's consent to or approval of any act by Lessee shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act. No agreement to accept Lessee's surrender of the Premises shall be valid unless in writing and signed by Lessor.

23. SEVERABILITY. In the event any term, covenant, or condition of this Lease or the application thereof to any persons or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, or condition of this Lease, and the Lease itself, as long as practicable, shall be valid and enforceable to the full extent permitted by law.

24. AUTHORITY. The Parties covenant that they have authority to enter into this Lease Agreement.

IN WITNESS WHEREOF, the Lessor and Lessee, through their undersigned duly authorized officers, have executed this Lease as of the date first above set forth.

ATTEST:

LESSEE:

THE CITY OF HUNTSVILLE, ALABAMA

Charles E. Hagood
Clerk-Treasurer
City of Huntsville, Alabama

By: _____
Tommy Battle,
Mayor, the City of Huntsville, Alabama

ATTEST:

LESSOR:

THE NATIONAL CHILDREN'S ADVOCACY
CENTER, INC.

Cindy Miller

By: 

