ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Parking** Council Meeting Date: **9/26/2013**

Department Contact: **Tommy Brown** Phone # **256/427-6800**

Contract or Agreement: **Agreement**

Document Name: **Center for Transportation Safety**

City Obligation Amount: **0**

Total Project Budget: **0**

Uncommitted Account Balance: **0**

Account Number:

Procurement Agreements

Not Applicable	**Not Applicable**

Grant-Funded Agreements

Not Applicable	**Grant Name:**

Department	Signature	Date
1) Originating		9-23-13
2) Legal		9-25-13
3) Finance		9/25
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: 9/26/2013

Action Requested By:
Parking

Agenda Item Type
Resolution

Subject Matter:

License Agreement with Center for Transportation Safety.

Exact Wording for the Agenda:

License agreement with Center for Transportation Safety for use of Lot "V".

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: n/a

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head:_____

Date:

revised 3/12/2012

RESOLUTION NO. 13-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into and Agreement by and between the City of Huntsville, a municipal corporation the state of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement between the City of Huntsville and the Center for Transportation Safety," consisting of three (3) pages, and the date of _____, 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 staid document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the _____ day of _____, 2013.

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

APPROVED this the _____ day of _____, 2013.

_____
Mayor of the City of
Huntsville, Alabama

LICENSE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND THE CENTER FOR TRANSPORTATION SAFETY, LLC

STATE OF ALABAMA)
)
MADISON COUNTY)

LICENSE AGREEMENT

This License Agreement is made and entered into on the _____ day of _____, 2013, by and between the City of Huntsville, a municipal corporation in the State of Alabama, hereinafter referred to as "Licensor," and the Center for Transportation Safety, hereinafter referred to as "Licensee."

Licensor hereby agrees to license unto Licensee for that period beginning at 7:30 o'clock a.m. through and including 5:30 o'clock p.m. on Friday, the 4th day of October, 2013, for the use of those premises owned by Licensor hereinafter referred to as the "Premises" and which are located at 601 Clinton Ave.; which is made a part of this License Agreement as if fully set out herein. Such license is according to the following terms and conditions:

1. Licensee plans to use the Premises to conduct driver safety training. The said training will be conducted using automobiles driven at low speed.

2. Licensee shall pay to Licensor a license fee of Fifteen Hundred Dollars ($1,500.00) prior to the beginning of the term of this license.

3. Licensee shall not make any modifications or alterations to the Premises.

4. Licensee agrees to comply with all ordinances, laws, rules, and regulations pertaining to the use of the Premises and shall not use the premises in an unlawful manner. The Licensee shall obtain all licenses and permits and pay all fees necessary or required to hold events on the Premises.

5. Licensor shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Licensor, its agents or employees, Licensee, or by any person who may at any time be using or occupying or visiting the Premises or be in, on or upon the same if such loss, injury, death, or damage shall be caused or result from or arise out of the negligence of Licensee or of any occupant, visitor or user of any portion of the

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

_____
Date

Premises under the terms of this agreement. Licensee shall indemnify Licensor against all claims, liability, loss or damage aforesaid. The preceding two (2) sentences shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of the Licensor, its agents or employees.

6. Licensee agrees to pay all costs associated with clean-up of, and damages to, City property, both within and outside of the Leased Premises, that necessary due to Licensee's use of the Premises.

7. Licensee shall maintain in effect throughout the term of this agreement, bodily injury and property damage liability insurance covering the Premises in a minimum amount of ONE MILLION DOLLARS ($1,000,000.00) for the injury to or death of any one person and TWO MILLION ($2,000,000.00) DOLLARS for the injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of ONE MILLION ($1,000,000.00) DOLLARS. Such insurance shall specifically insure Licensee against all liability assumed by Licensee hereunder as well as liability imposed by law. The City, its officers, employees, agents and specified volunteers are to be covered as Additional Insureds,. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, agents or specified volunteers. Additional Insured status on the CGL shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide coverage as per this Agreement. Such policy of insurance shall be issued by a company authorized to engage in the insurance business in the state of Alabama and shall be approved by the City Attorney of the City of Huntsville prior to Licensee entering upon the leased premises upon the terms of this agreement.

8. Licensee shall utilize the Premises in compliance with all laws regarding accessibility, including but not limited to, the Americans with Disabilities Act.

SIGNATURES FOLLOW ON THE NEXT PAGE.

IN WITNESS WHEREOF the parties have entered into this Agreement on the date first above written.

LICENSOR:
THE CITY OF HUNTSVILLE, ALABAMA

By:_____
Tommy Battle, Mayor

ATTEST:

_____
Charles E. Hagood
City Clerk-Treasurer

LICENSEE:
THE CENTER FOR TRANSPORTATION SAFETY, LLC

By:_____