

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Feb 26, 2015

Action Requested By: Parks and Recreation

Agenda Type: Resolution

Subject Matter:

Agreement between the City of Huntsville and Piedmont Recreation Association, Inc.

Exact Wording for the Agenda:

Agreement between the City of Huntsville and Piedmont Recreation Association, Inc., for the installation of improvements and maintenance of certain athletic fields within a recreational complex owned by Piedmont.

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.

Agreement between the City of Huntsville and Piedmont Recreation Association, Inc., for the installation of improvements and maintenance of certain athletic fields within a recreational complex owned by Piedmont.

Associated Cost: Not Applicable

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: *Draig Patterson*

Date: FEB 20 2015

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Recreation Services Council Meeting Date: 2/26/2015
 Department Contact: Karen Lang Phone # 256-564-8024
 Contract or Agreement: Agreement between the City of Huntsville and Piedmont Recreation Associatio...
 Document Name: Agreement between the City of Huntsville and Piedmont Recreation Association, Inc.
 City Obligation Amount:
 Total Project Budget:
 Uncommitted Account Balance:
 Account Number:

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name: <input type="text"/>
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Department	Signature	Date
1) Originating	<i>Karen Lang</i>	FEB 26 2015
2) Legal		
3) Finance		
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 15-_____

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 an Agreement on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, and Piedmont Recreation Association, Inc. (hereinafter referred to as "Piedmont"), an Alabama non-profit corporation, which said agreement is substantially in words similar to that certain document attached hereto and identified as "Agreement between the City of Huntsville and Piedmont Recreation Association, Inc.", consisting of four (4) pages and the date of February 26, 2015, 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 26th day of February, 2015.

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

APPROVED this the 26th day of February, 2015.

Mayor of the City of Huntsville

JOINT USE AGREEMENT

This Joint Use Agreement (the "Agreement") is made and entered into this 26th day of February, 2015, by and between the City of Huntsville (hereinafter referred to as the "City"), a municipal corporation in the State of Alabama, and Piedmont Recreation Association, Inc. (hereinafter referred to as "Piedmont"), an Alabama non-profit corporation.

WITNESSETH

WHEREAS, Piedmont owns a recreational complex within the City of Huntsville, which consists of a swimming pool and athletic fields; and

WHEREAS, Piedmont desires to allow the City the use of certain athletic fields in consideration of the City installing certain improvements and maintaining the said fields; and

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. Term. The term of this agreement shall be for a period of three (3) years commencing on 2-20-2015 and ending on 2-19-2018. The parties may by mutual agreement extend this agreement for one additional two-year term.

2. Shared Use. The City shall have exclusive use of the dirt athletic field as well as the surrounding grassy area, depicted in the picture attached hereto and incorporated herein by reference as Exhibit "A" during the following days and times:

Monday through Friday:	5:00 p.m. - 6:30 p.m.
Sunday:	1:30 p.m. till sunset

Piedmont shall have the exclusive use of the field and grassy area at all other days and times.

3. Maintenance. The City shall maintain the field and grassy area shown in Exhibit "A" to the same standard as other City of Huntsville recreational facilities.

4. Improvements to be made by City. On or before 4-1-15, the City of Huntsville will make the following improvements to the athletic field depicted in Exhibit "A":

- a. Installation of a single wing backstop.
- b. Construction of an infield suitable for baseball or softball practice.
- c. Landscape Management will maintain the field and grass area associated with field.

PRESIDENT OR PRESIDENT PRO TEM OF
THE CITY COUNCIL OF THE CITY OF
HUNTSVILLE, ALABAMA
Date: _____

5. Early Termination of Agreement. Either party may terminate this agreement by giving the other party thirty (30) days' notice in writing of its intent to terminate. If Piedmont terminates this agreement prior to the end of the initial three-year term, then it shall reimburse the City for the actual cost of the improvements set forth in section four herein.

6. Notices. All notices to be delivered hereunder shall be delivered to the other party by placing the same in the United States Mail, First Class postage prepaid, by prepaid overnight service through Federal Express, DHL or United Parcel Services or by hand delivery, to the addressee, addressed as follows:

City of Huntsville
Attn: Director of Parks and Recreation
2411 Ninth Ave
Huntsville, Alabama 35805

Piedmont Recreation Association, Inc.
Attn: John Gaines
509 Homewood Dr.
Huntsville, Al. 35801

7. Piedmont to Hold City Harmless. Piedmont shall release and hold harmless, the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, arising out of or resulting from the City's use of the Piedmont facility.

8. City to Hold Piedmont Harmless. The City shall release and hold harmless Piedmont, its officers, employees, agents, members and specified volunteers against all claims, damages, losses and expenses, arising out of or resulting from the City's use of the Piedmont facility.

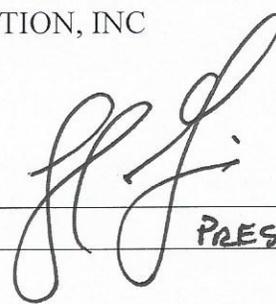
CITY OF HUNTSVILLE, ALABAMA

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

By: _____
Charles E. Hagood
Its: Clerk-Treasurer

PIEDMONT RECREATION
ASSOCIATION, INC

BY: _____
ITS: _____

PRESIDENT



Cliff Mann Tax Assessor Madison County