

## ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Recreation Services

Council Meeting Date: 8/13/2015

Department Contact: Steve Ivey

Phone # 8022

Contract or Agreement: License Agreement between the City of Huntsville and Valley Arts and Entertai..

Document Name: Valley Arts & Entertainment, Inc.

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

Account Number:

### Procurement Agreements

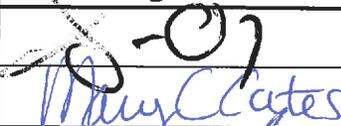
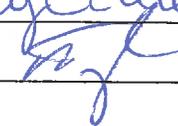
Not Applicable

Select...

### Grant-Funded Agreements

Not Applicable

Grant Name:

Department	Signature	Date
1) Originating		8-10-15
2) Legal		8-11-15
3) Finance 		8/11
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 8/13/2015

Action Requested By:  
Recreation Services

Agenda Item Type  
Resolution

Subject Matter:

Valley Arts & Entertainment, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a License Agreement between the City of Huntsville and Valley Arts and Entertainment, Inc.

**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: Not applicable

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: S-07

Date: 8.10.15

RESOLUTION NO.15-\_\_\_\_\_

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, is hereby authorized to enter into a License Agreement by and between the City of Huntsville and Valley Arts and Entertainment, 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 "License Agreement between the City of Huntsville and Valley Arts and Entertainment, Inc." consisting of six (6) pages, including Exhibit "A" and the date of August 13, 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 13th day of August, 2015.

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

**APPROVED** this the 13th day of August, 2015.

\_\_\_\_\_  
Mayor of the City of  
Huntsville, Alabama

**LICENSE AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE AND VALLEY  
ARTS AND ENTERTAINMENT, INC.**

**LICENSE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE  
AND VALLEY ARTS AND ENTERTAINMENT, INC.**

This License Agreement (the "Agreement") is entered into this \_\_\_\_ day of August, 2015, by and between the City of Huntsville, a municipal corporation in the State of Alabama (hereinafter the "City"), and Valley Arts and Entertainment, Inc., an Alabama non-profit corporation (hereinafter "Valley Arts").

**WHEREAS**, Valley Arts is an organization committed to promoting and encouraging, the talent of young musical artists in the Huntsville area; and

**WHEREAS**, the City of Huntsville has a public interest in promoting the arts in Huntsville; and

**WHEREAS**, Valley Arts desires to stage an event known as the "Alabama Women in Jazz Festival" in Big Spring Park East, located at 200 Church Street, Huntsville, Alabama 35801; and

**WHEREAS**, the City has determined that entering into this License Agreement will serve the public purpose of promoting the arts and also of enhancing the vitality of the Downtown Huntsville area;

**NOW THEREFORE**, for and in consideration of the mutual covenants herein, the parties agree as follows:

1. **Use of Premises.** Subject to the terms and conditions of this License Agreement, the City hereby grants Valley Arts permission to utilize that portion of Big Spring Park East shown on the map attached hereto and incorporated herein by reference as Exhibit "A", which is hereinafter referred to as the "Premises" to be used for an event called the "Alabama Women in Jazz Festival" (the "Event") which shall be a community event that will promote the arts in Huntsville.

2. **Term.** The term of this Agreement shall be from September 19, 2015 at 9:00 a.m. through September 19, 2015 at 9:00 p.m.

3. **Set up and Construction of Event Exhibits.** Valley Arts shall not affix any trees or other materials to the Premises without the prior approval of the City's Director of Landscape Management. Valley Arts shall obtain the approval of the City's Director of General Services

\_\_\_\_\_  
President of the City Council of the  
City of Huntsville, Alabama  
Date: \_\_\_\_\_

prior to the use of electrical power for any part of the Event. Electricity may be obtained only from sources authorized by the General Services Director.

4. Alteration of Premises. Valley Arts may not remove or alter any trees or make any other changes to the Premises without the prior approval of the Director of Landscape Management.

5. Vandalism or Weather Damage. Valley Arts shall promptly repair any damage to its property or the Premises caused by vandalism or weather events. The City shall not be responsible for any damage to property of Valley Arts, its sponsors, or third parties.

6. Compliance with Laws. Valley Arts 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 nor create or allow to exist any nuisances or trespass nor deface or damage the Premises. Valley Arts shall not sell or serve alcoholic beverages on the premises. The Premises is located in the Quigley Arts and Entertainment District during regular hours that the district is open. Alcohol consumption in the area of the Event shall be governed by Section 3-27 of the Code of Ordinances of the City of Huntsville.

7. Licensing and Permits. Valley Arts shall obtain and maintain all licenses and permits and pay all fees necessary or required to hold the event and to sell and serve food on the Premises. Valley Arts shall provide proof of proper permitting or licensure prior to or during the event.

8. Access. Valley Arts shall, at all times, maintain handicap access throughout the Premises and maintain the Premises in such a way so as to meet the Americans with Disabilities Act (ADA) standards for accessibility.

9. Indemnification; non-liability. The City, its officials, officers, employees, agents, contractors, and volunteers performing an authorized city function, 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 Valley Arts, its agents, employees or contractors; 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 Valley Arts, its agents, employees or contractors, or of any occupant, visitor or user of any portion of the Premises under the terms of this Agreement. Valley Arts shall indemnify and hold harmless and does hereby agree to indemnify and hold harmless the City, its officials, officers, employees, agents, contractors and volunteers performing an authorized city function, (hereinafter referred to as "indemnitees") from and against any and all claims, liability, loss, judgments, suits, penalties, costs, expenses and damages aforesaid (including but not limited to reasonable attorneys' fees and expenses and court costs and fees). Valley Arts' duty to indemnify shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of the indemnitees. Valley Arts' duties hereunder shall survive the termination or expiration of this Agreement.

Nothing contained in this section 9 shall be construed as a waiver of any immunity of statutory protection of the City of Huntsville, Alabama, and no third party may expand any recovery against the City due to Valley Arts' duty of indemnification.

10. Restoration. Valley Arts agrees to provide for and pay all costs and expenses associated with clean-up of, and damage to, the City's property resulting from Valley Arts' use of the Premises. The Premises shall be cleaned and restored entirely by Valley Arts no later than the end of the Agreement term, to the sole satisfaction of the City.

11. Insurance. Valley Arts shall obtain and maintain in effect throughout the term of this agreement, bodily injury and property damage liability insurance, written on an occurrence basis, 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 DOLLARS (\$2,000,000.00) 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 DOLLARS (\$1,000,000.00). Such insurance shall specifically insure Valley Arts against all liability assumed by it hereunder as well as liability imposed by law. The City of Huntsville, its officers, employees, agents, contractors 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, contractors or specified volunteers. Additional Insured status shall be through ISO Additional Endorsement CG 20 10 11 0413 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 Lessee entering upon the leased premises upon the terms of this agreement.

12. Fee. Valley Arts shall pay to the City the sum of \$500.00 (Five Hundred and no/100 dollars) as for the use of the Premises.

13. Non-compliance. In the event of any breach of any condition or term of this Agreement, the City may cancel the Event and terminate this Agreement at any time. Huntsville Police Department, Huntsville Fire and Rescue or any other official of the city of Huntsville acting within the line and scope of his/her authority may take any action they deem necessary in order to protect the public health or safety, to prevent damage or destruction to public or private property, or to enforce applicable laws.

14. Miscellaneous.

(a) This Agreement shall not be amended except by written instrument signed by the parties hereto. This Agreement, together with all exhibits, constitutes the entire agreement between the parties and shall be interpreted under and according to the Laws of the State of Alabama. This Agreement shall be binding upon and inure to the benefit of Valley Arts, its successors and permitted assigns, and the City, its successors and assigns.

(b) Valley Arts shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of the City upon one or more occasions to insist upon or to seek compliance with any such terms or conditions, nor shall such failure on the part of the City be construed or held to be a waiver of the City's rights thereafter to strictly enforce any provision of this Agreement.

(c) The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the intent or scope of this Agreement.

(d) If, for any reason or no reason, any agreement(s), provision(s), or term(s) of this Agreement (whether material to the bargain of City and Valley Arts or not) should be declared illegal, null and void, unconstitutional or unenforceable, in whole or in part, by any court of competent jurisdiction, the offending portion of this Agreement shall be deemed severed herefrom as though the same was never a part hereof; provided, however, the remainder of this Agreement shall not be impaired and shall remain in full force and effect according to its remaining agreements, covenants, provisions and terms.

15. The parties represent and warrant that they have full authority to enter into this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed under their respective seals and delivered as of the date first above written.

**ATTEST**

**LICENSOR:  
THE CITY OF HUNTSVILLE, ALABAMA**

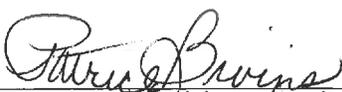
\_\_\_\_\_  
Charles E. Hagood  
City Clerk-Treasurer

By: \_\_\_\_\_  
Tommy Battle, Mayor

**ATTEST**

**LICENSEE:  
VALLEY ARTS AND  
ENTERTAINMENT, INC.**

  
\_\_\_\_\_

By:   
Its: Valley Arts Exec. Dir.

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 voluntarily for and as the act of said municipal corporation on the day the same bears day.

GIVEN under my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

STATE OF ALABAMA     )  
COUNTY OF MADISON    )

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Patrice Bivins, whose name as Exec. Director of Valley Arts and Entertainment, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, in her capacity as such officer, executed the same voluntarily for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the 12<sup>th</sup> day of August, 2015.

Jennifer Cox  
Notary Public

# Alabama Women in Jazz

Date: September 19, 2015

Time: 1:00 p.m. to 7:30 p.m.



Presented by (VAE) 501c3  
Valley Arts and Entertainment,  
**Contact:** Patrice Bivins  
Executive Director  
Phone (256) 755-8972  
Email valleyartsent@gmail.com

