

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Police

Council Meeting Date: 12/17/2015

Department Contact: Chief McMurray

Phone # 564-8012

Contract or Agreement: Ammo-Dump, Inc.

Document Name: Agreement between Ammo-Dump, Inc. d/b/a Larry's Pistol and Pawn and the City of ...

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

Account Number:

Procurement Agreements

Select...	Select...
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Grant-Funded Agreements

Select...	Grant Name:
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Department	Signature	Date
1) Originating	<i>Chief McMurray</i>	12/11/15
2) Legal	<i>[Signature]</i>	12/14/15
3) Finance	<i>[Signature]</i>	12-14-15
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: Dec 17, 2015

Action Requested By: Police

Agenda Type: Resolution

Subject Matter:

Ammo-Dump, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement between Ammo-Dump, Inc. d/b/a Larry's Pistol and Pawn and the City of Huntsville.

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: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: *[Signature]*

Date: *[Signature]* 12/11/15

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 by and between the City of Huntsville and Ammo-Dump, Inc. d/b/a Larry's Pistol and Pawn, 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 "Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Ammo-Dump, Inc. d/b/a Larry's Pistol and Pawn," consisting of two (2) pages, and the date of December 17, 2015 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and 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 17th day of December, 2015.

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

APPROVED this the 17th day of December, 2015.

Mayor of the City of
Huntsville, Alabama

**AGREEMENT BETWEEN
AMMO-DUMP, INC. AND
THE CITY OF HUNTSVILLE**

AGREEMENT

This Agreement is entered into this the 17th day of December, 2015 by and between the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (the "City") and Ammo-Dump, Inc. Ammo-Dump").

RECITALS

WHEREAS, a business known as Larry's Pistol and Pawn ("Larry's"), which sells guns and ammunition operates on North Memorial Parkway in Huntsville and a second location on Interstate 565; and

WHEREAS, Ammo-Dump operates an indoor shooting range at Larry's North Memorial Parkway location and anticipates operating an indoor shooting range, upon construction thereof, at the Interstate 565 location; and

WHEREAS, allowing officers with the Huntsville Police Department ("HPD") to use the indoor shooting range at the North Memorial Parkway location (and the I-565 location upon completion thereof) for firearms training will assist the City in providing police protection to its citizens; and

WHEREAS, Ammo-Dump is willing to allow HPD officers to utilize its indoor shooting ranges upon the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the terms and conditions herein, the parties agree as follows:

1. Use of Indoor Shooting Ranges by HPD Officers. HPD officers may utilize the indoor shooting ranges at the North Memorial Parkway location (ant the I-565 location upon completion thereof) of Larry's for firearms training at reasonable times and in a reasonable manner as established by Ammo-Dump.

2. Consideration for Use of Shooting Ranges. As consideration for Ammo-Dump allowing the use of the indoor shooting ranges by HPD officers, the City shall pay Ammo-Dump the sum of Twelve Thousand Dollars (\$12,000.00) per year, due and payable on January 1 of each year of this Agreement.

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

3. Term. The term of this Agreement shall be four (4) years commencing on January 1, 2016 and continuing through December 31, 2019.

4. No Assignment: Neither party shall assign its rights hereunder, nor shall it delegate any of its duties hereunder without the written consent of the other party. Subject to the provisions of the immediately preceding sentence, the City and Ammo-Dump, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

5. Non-Discrimination: In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this contract, no matter how remote. This nondiscrimination provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Agreement.

6. Entire Agreement: This Agreement represents the entire agreement between the City and Ammo-Dump and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument duly executed by both the City and Ammo-Dump.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

ATTEST:

CITY OF HUNTSVILLE, a municipal
corporation within the State of Alabama

By _____

Name:

Title:

CHARLES E. HAGOOD
Clerk-Treasurer

AMMO-DUMP, INC. d/b/a LARRY'S
PISTOL AND PAWN
