ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Recreation Services** Council Meeting Date: **1/28/2016**

Department Contact: **Steve Ivey** Phone # **564-8022**

Contract or Agreement: **Resolution authorizing the Mayor to enter into an Agreement between the City ...**

Document Name: **Resolution authorizing the Mayor to enter into an Agreement between the City of Hun...**

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

Account Number:

Procurement Agreements

Not Applicable	**Not Applicable**

Grant-Funded Agreements

Not Applicable	**Grant Name:**

Department	Signature	Date
1) Originating		1-21-16
2) Legal	Mary Cates	1-25-16
3) Finance		1-25-16
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: Jan 28, 2016

Action Requested By: Parks and Recreation

Agenda Type: Resolution

Subject Matter:

Arts Council Inc., DBA Arts Huntsville

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and The Arts Council Inc., DBA Arts Huntsville.

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: _____

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: S-01

Date: 1/21/16

RESOLUTION NO. 16-_____

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 a Lease Agreement by and between the City of Huntsville and The Arts Council, Inc. DBA Arts Huntsville, 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 a Lease Agreement between the City of Huntsville and The Arts Council Inc., DBA Arts Huntsville (Panoply Arts Festival)," consisting of six (6) pages, and the date of January 28, 2016 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 28th day of January , 2016.

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

APPROVED this the 28th day of January, 2016.

_____
Mayor of the City of
Huntsville, Alabama

LEASE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND THE ARTS COUNCIL, INC. DBA ARTS HUNTSVILLE (PANOPLY ARTS FESTIVAL)

STATE OF ALABAMA

MADISON COUNTY

LEASE AGREEMENT

This lease agreement is made and entered into on the 28th day of January, 2016, by and between the City of Huntsville, a municipal corporation in the State of Alabama, hereinafter referred to as "Lessor," and The Arts Council, Inc. dba Arts Huntsville, an Alabama nonprofit corporation, hereinafter referred to as "Lessee."

Lessor hereby agrees to lease unto Lessee for that period beginning at 9:00 o'clock a.m. on Friday the 22nd day of April, 2016, through and including 5:00 o'clock p.m. on the 2nd day of May, 2016 those premises owned by Lessor which are depicted generally on the map attached hereto as Exhibit "A," hereinafter referred to as "Leased Premises" (and being a portion of Big Spring Park and other properties inclusive of the Thrasher Fountain area) which is made a part of this lease agreement as if fully set out herein. Such lease is according to the following terms and conditions:

1. Lessee agrees to produce an arts festival event denominated as "Panoply Arts Festival" ("Panoply") on the Leased Premises during the period of the lease.

2. Lessee shall be permitted to erect a fence around the perimeter of the Leased Premises provided **NO** holes are drilled in any existing concrete, asphalt, brick or other impervious surface and further provided that the fence is not anchored in concrete or any other permanent material. Lessee understands and agrees that the actual fence location, as depicted on Exhibit "A" may be modified as directed by Lessor to provide for traffic and pedestrian safety. Lessee agrees that no fencing shall be erected prior to Monday of the week during which Panoply occurs each year. Except as provided in this paragraph, road closings associated with Panoply covered by this lease shall be governed by the required special events permit issued to Lessee by Lessor prior to each Panoply. It is the intent of the parties to this Agreement that roads to be closed in connection with Panoply shall remain open as long as is reasonably practicable preceding the event. Road closings for Panoply are as set forth in Exhibit "B," attached hereto. The Huntsville Police Department shall have the authority to alter the road closings as is necessary for public safety.

3. Lessee agrees to comply with all ordinances, laws, rules, and regulations pertaining to the use of the Leased Premises and shall not use the premises in an unlawful manner. The Lessee shall obtain all licenses and permits and pay all fees necessary or required to hold events and sell food, beverages and other concessions on the Leased Premises.

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

4. Lessee shall be permitted to sell alcoholic beverages on the Leased Premises. Prices charged for alcoholic beverages shall remain fixed for the duration of Panoply. Lessee agrees to prevent any person from bringing alcoholic beverages into the leased premises, except as provided hereinabove. Lessee agrees to prevent any person from leaving the leased premises while in possession of any alcoholic beverage. Lessee further agrees to post signs at each access way into the leased premises informing patrons or visitors that (1) access will be denied to any person who attempts to bring alcoholic beverages into the leased premises, and (2) that no alcoholic beverages will be allowed to be removed from the leased premises.

5. Lessor, 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 Lessor, its officials, officers, employees, agents, contractors or volunteers performing an authorized city function; Lessee, its agents, employees or contractors; or by any person who may at any time be using or occupying or visiting the Leased 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 Lessee, its agents, employees, volunteers or contractors, or of any occupant, visitor or user of any portion of the Leased Premises under the terms of this Agreement. Lessee shall indemnify and hold harmless and does hereby agree to indemnify and hold harmless Lessor, 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). Lessee's duty to indemnify shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of the indemnitees. Lessee's duties hereunder shall survive the termination or expiration of this Agreement.

Nothing contained in this section 5 shall be construed as a waiver of any immunity or statutory protection of the City of Huntsville, Alabama, and no third party may expand any recovery against the City due to the Lessee's duty of indemnification.

6. Lessor agrees not to issue any licenses or permits to any entity other than the Lessee for the use of the public rights-of-way in the Central City area for those dates covered by this agreement. Lessee shall have the right to control access to the Leased Premises during each Panoply covered by this agreement in accordance with established festival policy, including, but not limited to, prohibiting access for pets, bicycles, skateboards, rollerblades, portable radios, cassette or compact disc players, weapons, and prohibiting distribution of literature and sales of any food, beverage or product by individuals or groups not authorized by Lessee.

7. Lessee agrees to pay all cost associated with clean-up of trash and garbage within the Leased Premises.

8. The Arts Council 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 Leased 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 the Arts Council 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 except it shall be limited except in the case of the indemnitee or indemnitees sole negligence. 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.

9. No later than February 15th, 2016, Lessee shall provide to Lessor a final site plan for Panoply and shall conduct a coordination meeting with area businesses and appropriate departments of Lessor to address issues related to Panoply. Lessee shall provide the City Council with an event status report not less than two (2) weeks prior to the event.

10. The parties agree that nothing in this agreement shall be construed to invalidate pre-existing arrangements for in-kind assistance rendered by various City of Huntsville Departments and Divisions, including, but not limited to, the Police Department and the Divisions of Landscape Management, Recreation Services, Facilities, Parking and Transit.

IN WITNESS WHEREOF, the parties have hereunto entered into this agreement on the day first above written.

LESSOR:

CITY OF HUNTSVILLE, ALABAMA

By: _____
Tommy Battle
Its: Mayor

ATTEST:

By:_____
Kenneth Benion
Its: City Clerk-Treasurer

LESSEE:

THE ARTS COUNCIL, INC.

By:_____
Its: President

By:_____
Its: Executive Director

ATTEST:

By:_____
Its: Secretary

EXHIBIT A

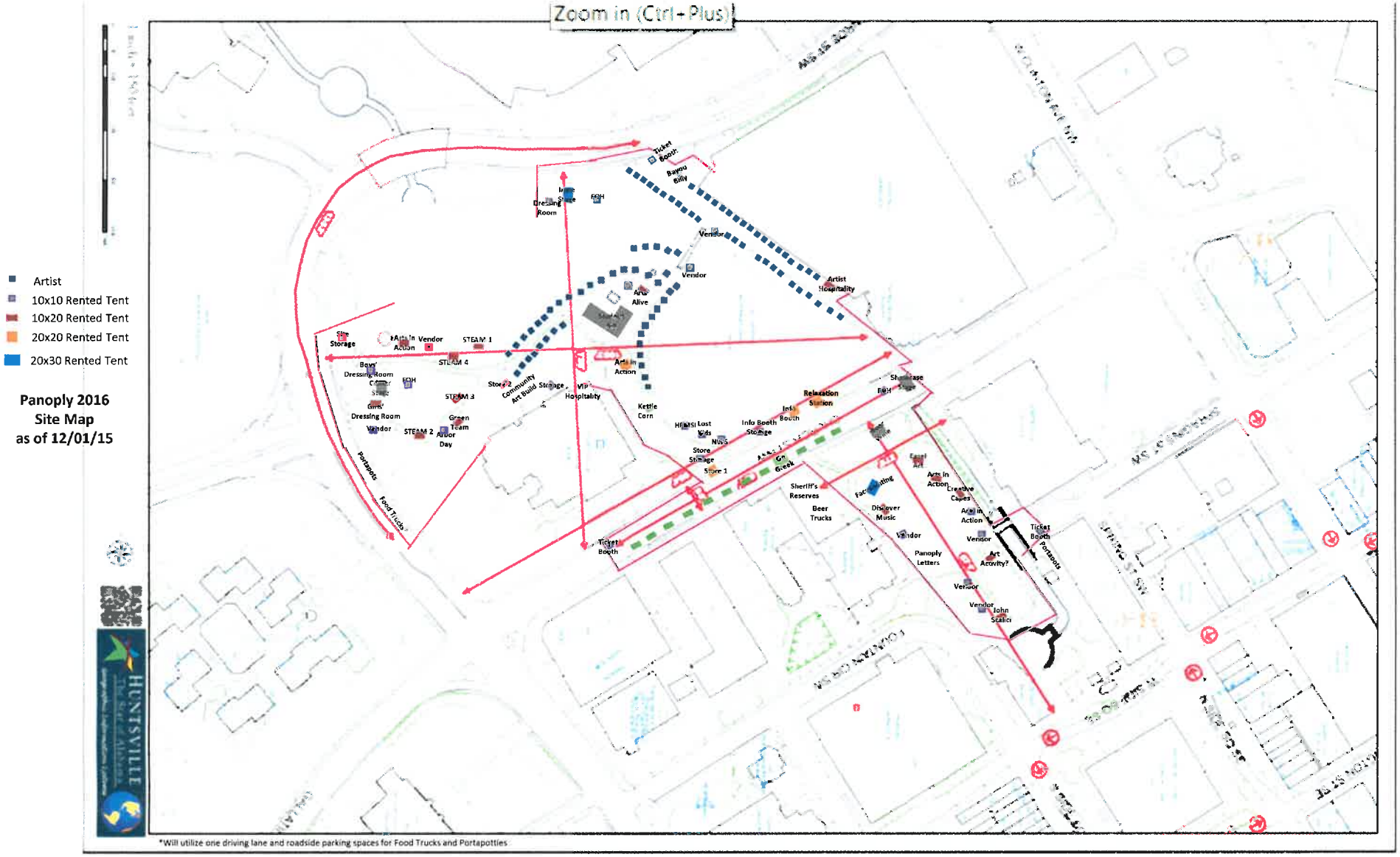
Zoom in (Ctrl+Plus)
Artist
10x10 Rented Tent
10x20 Rented Tent
20x20 Rented Tent
20x30 Rented Tent
Panoply 2016
Site Map
as of 12/01/15
Ticket Booth
Bayou Billy
Dressing Room
FOH
Vendor
Artist Hospitality
Arts Alive
Site Storage
Arts in Action
STEAM 1
STEAM 4
STEAM 3
STEAM 2
Green Team
Arbor Day
Community Art Build
Storage
VIP Hospitality
Kettle Corn
Lost Kids
Store Storage
Store 1
Info Booth Storage
Info Booth
Relaxation Station
Showcase Stage
Sheriff's Reserves
Beer Trucks
Discover Music
Panoply Letters
Art Activity?
Creative Capes
John Scalici
Portapots
Food Trucks
HUNTSVILLE
*Will utilize one driving lane and roadside parking spaces for Food Trucks and Portapotties

EXHIBIT B

PANOPLY 2016 ROAD CLOSINGS

Road Closings: Monday, April 25, 2016 7:00 AM:

1. Close the northbound and southbound lanes of Church Street from Clinton Avenue to Williams Avenue. Access to the City of Huntsville Church Street parking lot (Lot M, adjacent to Summit Building) and City of Huntsville Fountain Circle parking lot (Lot B, inclusive of BB&T Bank Building) will remain open.

2. Northbound parking lane and adjacent car lane on Williams Avenue east of Museum drop-off to mid-block/mid-park.

Signs announcing the road closings will be placed at the intersections of closed streets on Monday, April 11 and will remain in place until the roads are open on Monday, May 2 no later than 5:00 p.m.