



CITY COUNCIL AGENDA ITEM COVER MEMO

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

Meeting Type: Regular

Meeting Date: Aug 11, 2016

Action Requested By: Parks and Recreation

Agenda Type: Resolution

Subject Matter:

Lease Agreement Between the City of Huntsville and the National Children's Advocacy Center

Exact Wording for the Agenda:

Lease Agreement Between the City of Huntsville and the National Children's Advocacy Center

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

Item to be considered for: Action

Unanimous Consent Required: No

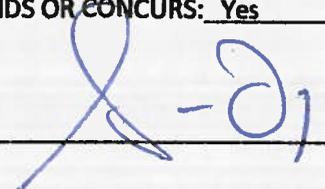
Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Resolution authorizing the Mayor to enter into a Lease Agreement between the City of Huntsville and the National Children's Advocacy Center to carry out an event at Butler Green Event Space.

Associated Cost: n/a

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: 8/11/16

**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 an agreement with the National Children's Advocacy Center, 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 "Lease agreement between the City of Huntsville and the National Children's Advocacy Center", consisting of three (3) pages, and the date of August 11, 2016, 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 11<sup>th</sup> day of August, 2016.

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

**APPROVED** this the 11th day of August, 2016.

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

**LEASE AGREEMENT BETWEEN THE  
CITY OF HUNTSVILLE AND THE  
NATIONAL CHILDREN'S ADVOCACY CENTER**

STATE OF ALABAMA     )  
  )  
MADISON COUNTY     )

**LEASE AGREEMENT**

This Lease Agreement is made and entered into on the 11<sup>th</sup> day of August, 2016, by and between the City of Huntsville, a municipal corporation in the State of Alabama, hereinafter referred to as "Lessor," and The National Children's Advocacy Center, an Alabama limited liability corporation, hereinafter referred to as "Lessee."

Lessor hereby agrees to lease unto Lessee for that period beginning at 8:00 o'clock a.m. on Friday, the 16<sup>th</sup> day of September, through and including 12 o'clock a.m. on Saturday, the 17<sup>th</sup> day of September, 2016, those premises owned by Lessor, located at 2606 Clinton Avenue W, Huntsville, Alabama 35805, and known as the "Butler Green Event Space" hereinafter referred to as the "Leased Premises". Such lease is according to the following terms and conditions:

1. Lessee agrees to sponsor a cultural and entertainment event denominated as "September Celebration" on the Leased Premises during the period of the lease.

2. Lessee shall be responsible for the provision of security within the Leased Premises during the period of the lease. The Lessee shall hire off-duty City of Huntsville Police officers through the Huntsville Police Department to provide security services for the event and shall hire the number of officers and supervisory personnel as recommended by the Huntsville Police Department for the event. Lessee agrees that the Supervisor of such security officers shall be authorized to make the determination that the event should be cancelled in the event of inclement weather conditions, security issues or other threats to the safety of the sponsors or attendees of the event.

3. 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.

4. 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 alcoholic beverages on the leased premises.

\_\_\_\_\_  
President, Huntsville City Council

Date: \_\_\_\_\_

6. Lessee agrees to prevent any patron 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.

7. Lessor 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 agents or employees, Lessee, 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 or of any occupant, visitor or user of any portion of the leased premises under the terms of this agreement. Lessee shall indemnify Lessor 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 Lessor, its agents or employees. Lessee's duty to indemnify as set forth in this section 7 shall survive the termination or expiration of this lease.

8. Lessee agrees to pay Lessor rental at the rate of \$300.00 per day of the Event (September 16, 2016) for a total rental amount of \$300.00.

9. Lessee agrees to pay to Lessor the overtime costs of providing any necessary Huntsville Police Department personnel outside the boundary of the Leased Premises (related to September Celebration), in an amount determined by and under conditions imposed by the Lessor's Chief of Police.

10. Lessee agrees to pay all costs associated with clean-up of, and damages to, City property, both within and outside of the Leased Premises.

11. Lessee 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 Lessee 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's 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.

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

13. Lessee's use of the Leased Premises shall comply in all respects with the "Special Event Permit" issued by the Huntsville Police Department for the event.

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

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

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

**ATTEST:**

\_\_\_\_\_  
Kenneth Benion  
City Clerk-Treasurer

**LESSEE:**  
**THE NATIONAL CHILDREN'S ADVOCACY  
CENTER**

By:  \_\_\_\_\_