

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: 11/3/16

Action Requested By: Administration

Agenda Type: Resolution

Subject Matter:

Lease Modification

Exact Wording for the Agenda:

Resolution authorizing a modification to the lease agreement between the City of Huntsville and Global Ties Alabama (Res. No 13-396).

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: Yes

Department Head: 

Date: 10/24/16

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Administration

Council Meeting Date: 11/3/16

Department Contact: John Hamilton

Phone # 5009

Contract or Agreement: Agreement

Document Name: Global Ties Alabama

City Obligation Amount: 0.00

Total Project Budget: 0.00

Uncommitted Account Balance: 0.00

Account Number:

Procurement Agreements

<u>Select...</u>	<u>Select...</u>
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Grant-Funded Agreements

<u>Select...</u>	Grant Name:
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Department	Signature	Date
1) Originating	<i>John Hamilton</i>	10/24/16
2) Legal	<i>Mary Cates</i>	10/28/16
3) Finance	<i>M. Starnes</i>	11/2/16
4) Originating	<i>John Hamilton</i>	10/24/16
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

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 on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Agreement by and between The City of Huntsville and Global Ties Alabama, Inc. f/k/a The International Services Council of Alabama, Inc. which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as Modification No. 1 to Lease Agreement between the City of Huntsville and Global Ties Alabama, Inc. consisting of three (3) pages with the date of November 3, 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 3rd of November, 2016.

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

APPROVED this the 3rd day of November, 2016.

Mayor of the City of
Huntsville, Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

MODIFICATION NO. 1 TO LEASE AGREEMENT
BETWEEN THE CITY OF HUNTSVILLE AND
GLOBAL TIES ALABAMA, INC. f/k/a THE
INTERNATIONAL SERVICES COUNCIL OF
ALABAMA, INC. PREVIOUSLY EXECUTED ON
MAY 23, 2013 PURSUANT TO HUNTSVILLE
CITY COUNCIL RESOLUTION NO. 13-396

MODIFICATION NO. 1 TO LEASE AGREEMENT

THIS MODIFICATION is made and entered into as of this ____ day of _____, 2016, by and between the City of Huntsville, Alabama, a municipal corporation ("Lessor"), and Global Ties Alabama, Inc., an Alabama non-profit corporation ("Lessee").

WHEREAS, the Lessor and Lessee entered into a Lease Agreement on May 23, 2013; and

WHEREAS, at the time of the execution of the said Lease Agreement, Lessee was known as the International Services Council of Alabama, Inc.; and

WHEREAS, on January 12, 2015, Lessee legally changed its name to Global Ties Alabama, Inc., and

WHEREAS, the parties desire to amend the certain provisions of the said Lease Agreement;

NOW THEREFORE, Lessor and Lessee hereby agree to amend the Lease Agreement as follows:

- 1) The rental amount set forth in Section 3 is amended to Five Thousand Dollars (\$5,000.00) per term, beginning on the term commencing on January 1, 2017.
- 2) Section 6 of the Lease Agreement is deleted in its entirety and replaced with the following:

MAINTENANCE OF LEASED PREMISES BY LESSEE. Lessor shall be responsible for the maintenance of the roof, parking area, sidewalks, structural systems and HVAC (other than maintenance and replacement of HVAC filters) of the Demised Premises. Lessee shall be responsible for all general, day-to-day maintenance of the Demised Premises including, but not limited to the plumbing, wiring and alarm systems. Lessee shall be solely responsible for providing janitorial service for the Demised Premises.

(a) Lessee shall not in any manner deface or injure the Demised Premises and will pay the cost of repairing any damage or injury done to the Demised Premises or any part thereof by Lessee or Lessee's employees, agents, contractors or invitees, ordinary wear and tear excepted. Lessee agrees that it will keep the Demised Premises and the fixtures therein in clean, safe, sanitary and good order and condition and will, at the expiration or other termination of the Lease term hereof, remove all goods and effects not the property of City and at Lessee's expense shall (i) promptly surrender to Lessor possession of the Demised Premises (including keys, locks and any fixtures or other improvements which Lessee hereby acknowledges are owned by Lessor) in good order and repair (ordinary wear and tear and damage due to casualty or condemnation excepted) and broom clean, (ii) remove therefrom all signs, goods, effects, machinery, furniture, fixtures computer/telephone cabling and equipment used in conducting Lessee's trade or business which is not owned by the City, and (iii) repair any damage caused by such removal.

(b) All injury to the Demised Premises caused by moving the property of Lessee into, on, or out of, the Demised Premises and all breakage done by Lessee, or the agents, servants, employees and visitors of Lessee, shall be repaired by Lessee, at the expense of Lessee. In the event that Lessee shall fail to do so, then Lessor shall have the right to make such necessary repairs, alterations and replacements (structural, nonstructural or otherwise) and any charge or cost so incurred by Lessor shall be paid by Lessee as additional rent, with the monthly installment of rent next becoming due or thereafter falling due under the terms of this Lease. This provision shall be construed as an additional remedy granted to Lessor and not in limitation of any other rights and remedies which Lessor has or may have in said circumstances.

(c) All personal property of Lessee in the Demised Premises shall be at the sole risk of Lessee. City shall not be liable for any accident to or damage to the personal property of Lessee resulting from the use or operation of elevators or of the heating, cooling, electrical or plumbing apparatus unless caused by the negligence of Lessor, its employees, agents or contractors. Lessor shall not, in any event, be liable for damages to the personal property resulting from water, steam or other causes unless caused by the negligence of Lessor, its employees, agents or contractors. Lessee hereby expressly releases Lessor from any liability incurred or claim by reason of damage to Lessee's personal property, other than any liability incurred or claim by reason of the negligence of Lessee, its employees, agents or contractors.

- 3) At any time during the term of the Lease Agreement as modified, Lessor may terminate the Lease by providing Lessee notice of its intent to terminate ninety (90) days prior to the termination date. Lessee shall vacate the premises by the termination date specified by Lessor and shall have no further right of possession.
- 4) All other terms and conditions of the original Lease Agreement remain the same and in full force and effect.

Agreed this _____ day of _____, 2016.

(LESSOR)
THE CITY OF HUNTSVILLE, ALABAMA

Attest:

By: _____

Its: _____

(LESSEE)
GLOBAL TIES ALABAMA, INC.

Witness

By: _____

Its: _____