



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 6/13/2024

**File ID:** 2024-1538

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**Department:** Landscape Management

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a License Agreement between the City of Huntsville and the Fresh Air Family, Inc. for the Operation of a Science Camp at the Hays Nature Preserve.

Resolution No.

**Finance Information:**

**Account Number:** n/a

**City Cost Amount:** n/a

**Total Cost:** n/a

**Special Circumstances:**

**Grant Funded:** n/a

**Grant Title - CFDA or granting Agency:** n/a

**Resolution #:** n/a

**Location: (list below)**

**Address:** n/a

**District:** District 1 ☐ District 2 ☒ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:** n/a

## RESOLUTION NO. 24-

**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 Fresh Air Family, 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 as that certain document attached hereto as identified as "License Agreement by and between the City of Huntsville and Fresh Air Family, Inc.," consisting of three (3) pages, and the date of June 13, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tern of the City Council, an executed copy of said document being permanently kept on file in the office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 13<sup>th</sup> day of June, 2024.

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

**APPROVED** this the 13<sup>th</sup> day of June, 2024.

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Mayor of the City of  
Huntsville, Alabama

**LICENSE AGREEMENT FOR THE  
OPERATION OF A SCIENCE CAMP  
AT THE HAYS NATURE PRESERVE**

This License Agreement (the “Agreement”) is entered into this 13th day of June, 2024, by and between the City of Huntsville, a municipal corporation in the State of Alabama (hereinafter referred to as the “City”), and Fresh Air Family, Inc., an Alabama nonprofit corporation (hereinafter referred to as “FAF”).

**WITNESSETH:**

**WHEREAS**, FAF’s mission is to connect the communities and visitors of North Alabama with the world’s wild places and wildlife and also to be a standard of conservation, research, action, and education; and

**WHEREAS**, the City’s Hays Nature Preserve is a natural space maintained by the City that hosts educational and conservation programs; and

**WHEREAS**, FAF desires to operate “Gross Out Camp”, an award-winning science camp based on outdoor hands-on field biology.

**NOW THEREFORE**, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties do hereby agree to the following:

1. The City grants FAF a license to host “Gross Out Camp”, an outdoor camp which will educate young people on nature and conservation at the Hays Nature Preserve on the following dates: July 22—July 26, 2024. Each session shall have up to twenty campers with adequate adult supervision provided by FAF staff. Camp will be scheduled for Monday through Friday from either 8:00 a.m. to 6:00 p.m. or from 9:00 a.m. to 4:00 p.m.

2. FAF will manage registration, collection of fees, forms, staffing, and supplies. FAF will have parents sign a statement (either on paper or electronically) to indemnify and hold harmless the City of Huntsville City, its employees, officers and elected officials and Hays’ Nature Preserve from any claims arising out of their child’s participation in the camp.

3. FAF shall indemnify and hold harmless and does hereby agree to indemnify and hold harmless the City of Huntsville, its officials, officers, elected and appointed officials, 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). FAF’s duty to indemnify shall not apply to loss, injury, death or damage arising by reason of the sole negligence of the indemnitees. FAF’s duties hereunder shall survive the termination or expiration of this Agreement.

4. FAF shall obtain and maintain in effect throughout the term of this agreement, Commercial General Liability with the following minimum limits:

\$1,000,000 Per Occurrence Limit  
\$1,000,000 Personal and Advertising Injury  
\$1,000,000 Products/Completed Operations  
\$2,000,000 General Aggregate Limit

Such insurance shall be written on an occurrence basis and shall specifically insure FAF against all liability assumed by it hereunder as well as liability imposed by law. The City of Huntsville, its officers, employees, elected officials, agents, contractors and specified volunteers shall be named as additional insureds through ISO Additional Endorsement CG 20 10 or equivalent that is sufficient to provide coverage for ongoing operations and CG 20 37 or equivalent to provide coverage for completed operations. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, elected officials, agents, contractors, or specified volunteers, except it shall be limited in the case of the indemnitee's or indemnitees' sole negligence. Coverage under FAF's policy shall be written or endorsed to provide primary coverage to any other valid or collectible insurance. Any City of Huntsville coverage is noncontributory. FAF shall provide a Certificate of Liability Insurance evidencing required insurance coverage and contractual verbiage prior to the commencement of any use of the facilities; however, failure of The City to procure the Certificate of Insurance does not waive any insurance provisions. The Certificate Holder section shall read as follows:

City of Huntsville, AL its officers, employees, elected officials, agents, contractors and specified volunteers  
Attn: City Attorney  
P.O. Box 308  
Huntsville, AL 35804

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 FAF entering upon the Premises upon the terms of this agreement. It is not the intention of the parties to limit the insurance coverage to the minimum limits stated in the contract but the entire limits of coverage carried if limits are higher than those noted on the Certificate of Insurance.

5. FAF agrees to comply with all ordinances, laws, rules and regulations pertaining to the operation of the nature camps at Hays Nature Preserve and shall not use the Hays Nature Preserve in an unlawful manner nor create or allow to exist any nuisances or trespass nor deface or damage Hays Nature Preserve.

6. FAF shall obtain and maintain all licenses and permits and pay all fees necessary or required to operate the nature camps. The City may require FAF to provide proof of proper permitting or licensure prior to or during the operation of the nature camps.

7. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.

**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**

\_\_\_\_\_  
Shaundrika Edwards  
City Clerk

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

**LICENSEE:  
FRESH AIR FAMILY, INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_ Executive Director