



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025

File ID: TMP-6171

Department: General Services

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a License Agreement between the City of Huntsville and the Huntsville Housing Authority for property located at 2900 Fairbanks Street also known as the Calvary Hill Center.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: 2900 Fairbanks Street also known as the Calvary Hill Center

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

Additional Comments:

RESOLUTION NO. 25-_____

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 that certain License Agreement, by and between CITY OF HUNTSVILLE, an Alabama municipal corporation, and the HUNTSVILLE HOUSING AUTHORITY, an Alabama non-profit corporation, which said agreement is substantially in words and figures as that certain document attached hereto and identified as "License Agreement between the City of Huntsville, Alabama, and the Huntsville Housing Authority," consisting of twelve (12) pages (including the exhibit) and the date of October 23, 2025, appearing on the first page thereof, together with the signature of the City Clerk, and an executed copy of said License Amendment, after being signed by the Mayor and the City Clerk, shall be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor be and he is hereby authorized to execute the License Agreement, on behalf of the City of Huntsville, with such changes as the Mayor deems desirable and necessary, including the authority to execute all such documents or instruments relevant and/or relating to effect and complete the License Agreement.

ADOPTED this the 23rd day of October, 2025.

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

APPROVED this the 23rd day of October, 2025.

Mayor of the City of Huntsville, Alabama

License Agreement Between the
City of Huntsville, Alabama and
Huntsville Housing Authority

LICENSE AGREEMENT

This License Agreement (this “License”) is made and entered into on the 23rd day of October, 2025, by and between the **City of Huntsville**, a municipal corporation in the State of Alabama, hereinafter referred to as the “City,” and the **Huntsville Housing Authority**, an Alabama non-profit corporation, hereinafter referred to as “HHA”.

WITNESSETH:

WHEREAS, the City is the owner of a certain property located at 2900 Fairbanks Street NW, 35816 upon which a building, known as the Cavalry Hill Center, is situated (hereinafter the “Building”); and

WHEREAS, HHA’s mission is to develop and preserve a high standard of safe, affordable housing for qualifying individuals and families, free from discrimination because HHA believes housing is a basic need and the foundation for a successful life; and

WHEREAS, HHA’s dedicated staff, along with community partners, promote neighborhood revitalization, self-sufficiency, and assist families in achieving long-term economic success and a sustained high quality of life; and

WHEREAS, HHA desires to utilize a portion of the Building for a program (the “Program”), which will build upon the vision of the *EnVision Center*, a program established in cooperation with the United States Department of Housing and Urban Development (HUD); and

WHEREAS, HHA will utilize the portion of the Building licensed to it, which is outlined in red on the attached Exhibit A (the “Licensed Premises”) to establish the “Campus of Growth” offering partnerships with other agencies that will provide benefit of general applicability to the City of Huntsville; and

WHEREAS, the City’s collaboration on the Program will make a meaningful impact on residents and strengthen the quality of life for families across Huntsville; and

WHEREAS, the City desires to grant a long-term license to HHA a license for its use of those portions of the Building highlighted in red on the drawing attached hereto as Exhibit “A” (the “Licensed Premises”) on the terms and conditions set forth in this License Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained hereinbelow, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 PREMISES.

President of the City Council of the City of Huntsville, Alabama
Date: October 23, 2025

The City, in consideration of the covenants, and agreements contained herein, to be performed by HHA, hereby grants unto HHA for the use of the Building as follows: HHA shall have the exclusive use of the Licensed Premises and will have shared use with the City on the portions of the Building shown highlighted in red.

2.0 TERM.

The term of this License Agreement shall be five (5) years, commencing on November 1, 2025 and continuing through October 31, 2030. At the conclusion of the initial five (5) year term, HHA shall have the option to renew for one additional five (5) year term upon providing written notice at least sixty (60) days prior to the expiration of the initial term of its intent to extend the term to the Mayor (with a copy to the City Attorney) and having the said request approved in writing by the Mayor. The terms and conditions of all renewal terms shall be the same as set forth in this License Agreement. HHA may terminate this License without penalty at any time by providing the City 180 days' notice of its intent to terminate.

3.0 CONSIDERATION. The services provided by HHA pursuant to this Agreement serve a valid public purpose.

4.0 USE OF LICENSED PREMISES. The parties agree that HHA will use and occupy the Licensed Premises (which consist of four rooms) for the following purposes:

- Happi Healthcare would occupy two rooms, providing pediatric care in one and adult care in the other.
- Drake State Community & Technical College would utilize one room to deliver educational programs and training opportunities.
- The Huntsville Housing Authority and additional community partners would use the remaining room to offer wrap-around services in the areas of:
 - o Economic empowerment
 - o Character and leadership development
 - o Educational advancement
 - o Health and wellness

These programs and services would be available to the community Monday through Friday, from 7:30 a.m. to 6:00 p.m.

HHA shall provide to the City utilization reports on the 15th day of April and October of each year during the term of this Agreement. The said reports shall detail the services provided, the number of patrons served, the utilization rate and the quantifiable benefits provided to the served community.

5.0 QUIET ENJOYMENT. City covenants that HHA, upon observing the covenants hereof, shall peaceably and quietly have, hold and enjoy the Licensed Premises during the term hereof and any extensions thereto.

6.0 MAINTENANCE OF LICENSED PREMISES.

(a) HHA shall be responsible for janitorial services for the Licensed Premises and shall keep the Licensed Premises in a clean condition throughout the term of this License Agreement. The City shall be responsible for all structural components of the Building, including the Licensed Premises, and shall be responsible for all utilities. HHA will be responsible for maintaining any HHA owned electronic, A/V, computer equipment, and weight training/physical training equipment and coordinate relocation/storage of equipment on premises as needed for non-HHA related functions held at the facility.

(b) HHA shall not in any manner deface or injure the Licensed Premises and will pay the cost of repairing any damage or injury done to the Licensed Premises or any part thereof by HHA or HHA's employees, agents, sub-licensees, contractors or invitees, ordinary wear and tear excepted. HHA agrees that it will keep the Licensed Premises and the fixtures therein in clean, safe, sanitary and good order and condition and will, at the expiration or other termination of the License term hereof, remove all goods and effects not the property of City and at HHA's expense shall (i) promptly surrender to City possession of the Licensed Premises (including keys, locks and any fixtures or other improvements which HHA hereby acknowledges are owned by the City) 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 HHA's trade or business which is not owned by the City, and (iii) pay for repairs or any damage caused by such removal.

(c) Neither HHA nor any sub-licensee shall attach any sign to the Licensed Premises unless the design, nature, and content thereof have been approved by City, which approval shall not be unreasonably withheld. HHA shall at its expense maintain and repair any such sign and may upon the expiration of the term of this License or any renewal thereof remove said signs. All signs shall comply with all applicable laws and ordinances.

(d) All injury to the Licensed Premises caused by moving the property of HHA into, on, or out of, the Licensed Premises and all breakage done by HHA or agents, sub-licensees, servants, employees and visitors of HHA, shall be repaired at the expense by HHA. This provision shall be construed as an additional remedy granted to City and not in limitation of any other rights and remedies which City has or may have in said circumstances.

(e) All personal property of HHA and that of its sub-licensees in the Licensed Premises shall be at the sole risk of HHA. City shall not be liable for any accident to or damage to the personal property of HHA resulting from the use or operation of the heating, cooling, electrical or plumbing apparatus unless caused by the negligence of City, its employees, agents or contractors. City 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 City, its employees, agents or contractors. HHA hereby expressly releases City from any liability incurred or claim by reason of damage to HHA's personal property, other than any liability incurred or claim by reason of the negligence of City, its employees, agents or contractors.

7.0 UTILITIES. The City shall pay the Huntsville Utilities fees for the Licensed Premises.

8.0 ALTERATIONS AND IMPROVEMENTS BY HHA. No alterations, additions or Improvements to the Licensed Premises shall be made without first obtaining the express written

consent of the City's General Services Director. All requests for alterations, additions, or improvements shall be accompanied by architectural drawings depicting both the existing and proposed layout or depicting the existing and proposed condition of the alteration, addition, or improvement in question. Any and all fixtures installed, excepting trade fixtures, shall, at City's option, remain on the Licensed Premises as the property of the City, without compensation to HHA, or, shall be removed therefrom and the Licensed Premises restored to its original condition at cost of HHA at the expiration or sooner termination of this license.

9.0 **INSURANCE REQUIREMENTS**. During the term of this License, HHA shall satisfy the following insurance requirements and provide to the City of Huntsville's Legal Department proof of this requirement:

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the City's approval.

Commercial General Liability

Contractual
Personal Injury
Broad Form Property Damage
No Exclusion for Sexual Misconduct or Molestation

2. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. Waivers of subrogation in favor of the City shall be endorsed to Worker's Compensation coverage.

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 2,000,000 General Aggregate Limit
\$ 1,000,000 Each Occurrence

2. Workers' Compensation:

As Required by the State of Alabama Statute

C. OTHER INSURANCE PROVISIONS:

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage's Only:

a. The City, its elected and appointed officials, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of HHA for products used by and completed operations of HHA; or automobiles owned, leased, hired or borrowed by HHA. Additional insured status shall be through ISO Additional Endorsement CG 2011 01 96 or equivalent that is sufficient to provide the coverage required by this Agreement.

b. HHA's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, agents and specified volunteers, as their interests may appear as respects: liability arising out of activities performed by or on behalf HHA for products used by and completed operations of HHA; or automobiles owned, leased, hired or borrowed by HHA. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of HHA's insurance and shall not contribute to it.

c. HHA's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

a. HHA is responsible for paying all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days' written notice to the City.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than **B+ V**.

E. VERIFICATION OF COVERAGE:

The City shall be indicated as a Certificate Holder and HHA shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. HOLD HARMLESS AGREEMENT:

HHA, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from HHA's use or occupation of the Licensed Premises, provided that any such claim, damage, loss or expense (1)(a) is attributable to personal injury, including bodily injury sickness, disease or death, or injury to or destruction of tangible property, including loss of use resulting therefrom, and (b) is caused by any negligent act or omission of HHA or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable or arises out of liability based on the noncompliance of the Licensed Premises with the Americans with Disabilities Act (ADA). Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

HHA, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from HHA's use or occupation of the Licensed Premises, provided that any such claim, damage, loss or expense that (a) is attributable to personal injury, including bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including loss of use resulting therefrom, and (b) is caused by any negligent act or omission of HHA or any of their consultants, or anyone directly or indirectly employed by them but only for noncompliance resulting from the actions of HHA. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

10.0 INSPECTIONS OF THE LICENSED PREMISES. City shall have the right to enter the Licensed Premises at all reasonable times (but no less than once per year) for purposes of examining the Licensed Premises for the purpose of discovering any defect or injury to the Licensed Premises. HHA shall, upon the discovery of any defect in or injury to the Licensed Premises or any appurtenance or apparatus connected therewith, or any need for repairs, promptly make the said repair.

11.0 CITY'S RIGHT TO LOCATE AND ACCESS IT EQUIPMENT. Inasmuch as the Licensed Premises are a portion of a larger building, the City may need to locate certain IT equipment related to communication and security systems for the entire building within a small portion of the Licensed Premises. HHA shall allow the City reasonable access at all times as necessary to those systems and, all efforts will be made by the City to access and locate such equipment with as little interference as possible to HHA.

12.0 ASSIGNMENT AND SUBLETTING. HHA covenants and agrees not to assign this License Agreement or sublet said Licensed Premises or any part of same, or in any other manner transfer the License Agreement or HHA's interest in the Licensed Premises, without the written consent of City which shall not be unreasonably withheld. In the event of such subletting or assignment, HHA nevertheless shall remain liable for all obligations to City under, and compliance with, all of the terms and conditions of this License Agreement. Any consent to a

subletting or assignment shall not be deemed a consent to any subsequent subletting or assignment. HHA shall submit to City in writing the name of the proposed sub-tenant or assignee, and the intended use and terms of occupancy. The City consents to sub-licenses granted to any of the organizations or entities mentioned in Section 4 herein.

13.0 DEFAULT. In the event: (a) the Licensed Premises shall be deserted or vacated for a period lasting more than thirty (30) consecutive days; (b) HHA shall fail to comply with any term, provision, condition, or covenant of this License, and shall not cure such failure within thirty (30) days after written notice to HHA of such failure to comply; (c) any petition is filed by or against HHA under any section or chapter of the National Bankruptcy Act as amended, (d) HHA shall become insolvent or make a transfer in fraud of creditors; (e) HHA shall make an assignment for benefit of creditors; (f) a receiver is appointed for a substantial part of the assets of HHA in any of such events, City shall have the option to do any one of the following, in addition to and not in limitation of any other remedy permitted by law or by this License Agreement:

(i) Terminate this License Agreement, in which event HHA shall immediately surrender the Licensed Premises to City.

(ii) Enter the Licensed Premises without being liable to prosecution or any claim for damages therefor and relet the Licensed Premises.

(iii) City may do whatever HHA is obligated to do by the provisions of this License Agreement and may enter the Licensed Premises without being liable to prosecution or any claim for damages therefor, in order to accomplish this purpose. HHA agrees to reimburse City immediately upon demand for any expenses which City may incur in thus effecting compliance with this License Agreement on behalf of HHA.

(iv) Pursue any and all other remedies available to City at law or in equity.

In the event City employs an attorney on account of any of the terms or conditions of this License Agreement by HHA, HHA shall pay all expenses incurred including a reasonable attorney's fee.

14.0 SURRENDER. Upon the termination of this License Agreement, HHA shall deliver up the Licensed Premises in the same condition as the same were in at the commencement of the term of this License Agreement (with the exception of any remodeling or structural changes previously approved by City), reasonable and ordinary wear and tear and damage by fire and other casualty or condemnation excepted. Neither vacating the Licensed Premises by HHA, nor the delivery of possession to City, shall be deemed a surrender or an acceptance of surrender of the Licensed Premises unless so stipulated in writing by City.

15.0 MISCELLANEOUS. The parties hereto further agree as follows:

15.1 The non-enforceability or illegality of any provision of this License Agreement shall not render the other provisions unenforceable, invalid or illegal.

15.2 The paragraph headings contained herein are only for convenience and reference and are not intended to be part of this License Agreement or in any manner to define, limit or describe the scope and intent of this License for the particular paragraph to which they refer.

15.3 The terms "City" and "HHA", when used in this License, shall be construed as plural whenever the number of the parties to this License shall require.

15.4 (a) All notices or demands pursuant to the Agreement shall be in writing and shall be deemed given if personally delivered or mailed via electronic mail, first class mail, or certified mail, return receipt requested to the following addresses:

City: Director of General Services
City of Huntsville, Alabama
305 Fountain Circle
Huntsville, AL 35801
(256) 427-5663

with copy to: City Attorney's Office
Post Office Box 308
Huntsville, AL 35804-0308
Attention: City Attorney
(256) 427-5026

HHA: Huntsville Housing Authority, Inc.

If either party hereto changes its address for purposes of this Agreement, the party so changing shall give the other party appropriate written notice of change of address in the manner specified above.

15.5 The parties further agree that this License Agreement is to be deemed to have been prepared jointly by the parties hereto, after arm's length negotiations, and that any ambiguity or uncertainty existing herein, if any, shall not be interpreted against the other party.

15.6 It is expressly understood that this License Agreement sets forth the entire agreement of the parties and supersedes any prior written or oral agreements between them concerning the subject matter contained herein, oral or otherwise, and that there is no other agreement between the parties other than that contained herein.

15.7 The parties further agree to sign any and all instruments or documents necessary to carry out the full purpose and intent of this License.

15.8 This License Agreement shall be binding upon the parties, and their successors in interest.

15.9 Each party to this License Agreement shall be responsible for the payment of all costs, expenses, legal fees and disbursements incurred or to be incurred by it or any of them in negotiating and preparing this License, and all documents required to be delivered pursuant to this License and in otherwise performing the transactions contemplated by this License.

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

WITNESS:

HHA, INC.

An Alabama non-profit corporation

By: Sam Warr-Chase

Its: Director of Finance

By: Chad LMD

Its: Executive Director/CEO

CITY OF HUNTSVILLE, ALABAMA

By: _____

Shaundrika Edwards

Its: City Clerk

By: _____

Tommy Battle

Its: Mayor

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Clerk of The City of Huntsville, a municipal corporation in the State of Alabama are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same voluntarily for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the ____ day of _____, 2025.

Notary Public

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Antonio McGinnis, whose name as Executive Director/CEO of the Huntsville Housing Authority, an Alabama non-profit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, in his or her capacity as such officer, executed the same voluntarily for and as the act of said corporation on the day the same bears day.

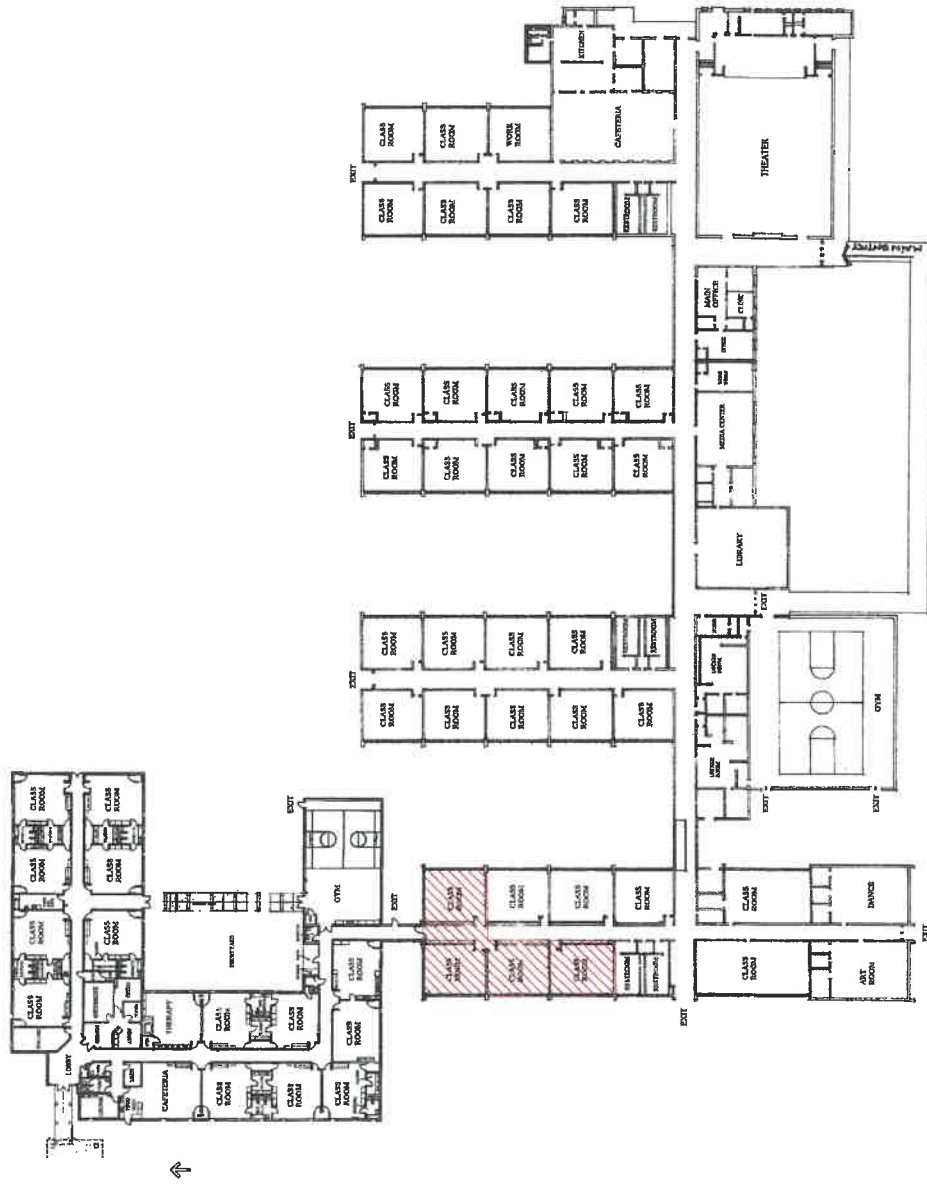
GIVEN under my hand and official seal this the 14th day of October, 2025.

Jacqueline Egbujo
Notary Public



EXHIBIT A

EXHIBIT A



FORMER AAA / CALVARY HILL SCHOOL
COMPOSITE FLOOR PLAN

SCALE 1" = 20'

