



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/23/2023

File ID: TMP-2661

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 North Alabama Zoological Society for the operation of a Nature Camp at Hays Nature Preserve.

Type of Document: 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. 23-____

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 license agreement by and between the City of Huntsville and North Alabama Zoological Society, Inc., on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said License 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 North Alabama Zoological Society, Inc.," consisting of three (3) pages, and the date of March 23, 2023, appearing on the margin of the first page, together with the signature of the President of the City Council, and an executed copy of said document after being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 23rd day of March, 2023.

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

APPROVED this the 23rd day of March, 2023.

Mayor of the City of Huntsville,
Alabama

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

This License Agreement (the “Agreement”) is entered into this 23rd day of March, 2023, by and between the City of Huntsville, a municipal corporation in the State of Alabama (hereinafter referred to as the “City”), and North Alabama Zoological Society, Inc., an Alabama nonprofit corporation (hereinafter referred to as “NAZS”).

WITNESSETH:

WHEREAS, the mission of NAZS 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, NAZS desires to operate “Be a Little Wild” nature camps to educate young people on nature and conservation.

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 NAZS a license to host a “Be a Little Wild” nature camps at the Hays Nature Preserve for two sessions: June 12, 2023—June 16, 2023 and June 19, 2023—June 23, 2023. Each session shall have up to thirty campers with at least two NAZS employees as team leads. Camps will be scheduled for Tuesday through Friday from either 8:00 a.m. to 3:00 p.m. or from 9:00 a.m. to 4:00 p.m.

2. NAZS will manage registration, collection of fees, forms, staffing, and supplies. NAZS will have parents electronically sign a statement 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. NAZS 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). NAZS’s duty to indemnify shall not apply to loss, injury, death or damage arising by reason of the sole negligence of the indemnitees. NAZS’s duties hereunder shall survive the termination or expiration of this Agreement.

President of the City Council of the City of
Huntsville, Alabama
Date: 3/23/2023

4. NAZS 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 NAZS 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 NAZS'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. NAZS 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 NAZS 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. NAZS 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. NAZS shall obtain and maintain all licenses and permits and pay all fees necessary or required to operate the nature camps. The City may require NAZS 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:
NORTH ALABAMA ZOOLOGICAL
SOCIETY, INC.**

By: Christi Wood
Its: Programs Director