

Sponsor: Jordan

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the attached Memorandum of Understanding between the City of Florence and the Northwest Alabama Council of Local Governments for the use of the Florence-Lauderdale Coliseum for 2025 Events, for the term of January 1, 2025 to December 31, 2025, is hereby approved, ratified and confirmed.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the Mayor is hereby authorized to execute said Memorandum of Understanding on behalf of the City of Florence.

ADOPTED this _____ day of _____, 2024.

CITY COUNCIL

APPROVED this _____ day of _____, 2024.

MAYOR

ADOPTED & APPROVED this _____ day of _____, 2024.

CITY CLERK - TREASURER



Memorandum of Understanding (MOU)

Between
The City of Florence, Alabama
&
Northwest Alabama Council of Local Governments

1. Purpose

This MOU sets forth the terms and understanding between the **City of Florence, Alabama** and **Northwest Alabama Council of Local Governments** for the use of Florence-Lauderdale Coliseum for **2025 Events**.

2. Duration

This MOU is effective from **January 1, 2025** to **December 31, 2025**, unless terminated earlier by mutual agreement or due to the breach of terms by either party.

3. Responsibilities of the City of Florence, Alabama

The City of Florence, Alabama agrees to:

- Provide access to the facilities for the duration of the event.
- Ensure the facility is clean, safe, and in good working order before the event.
- Provide support staff as needed for the duration of the event.
- Assist with necessary permits and regulatory compliance.
- Coordinate with Northwest Alabama Council of Local Governments on logistical aspects.

4. Responsibilities of the Northwest Alabama Council of Local Governments

The Northwest Alabama Council of Local Governments agrees to:

- Submit a detailed event plan, including setup and teardown schedules.
- Obtain all necessary permits
- Provide a copy of \$1,000,000 liability insurance naming the City of Florence, Alabama and Florence Lauderdale Coliseum as additional named insured as requested.
- Ensure the safety and security of participants and attendees.
- Leave the facility in the same condition as it was received.
- Comply with all local, state, and federal regulations.
- Meet all A.D.A. requirements.
- Coordinate with the City of Florence, Alabama on logistical aspects.

5. Financial Arrangements

- There will be no fees charged to use the facility.
- Any damage incurred to the facility or contents will be the financial responsibility of Northwest Alabama Council of Local Governments.
- Final decision on the event date will be made by the City of Florence, Alabama and shall not interfere with other scheduled rentals.

6. Indemnification and Liability

- Northwest Alabama Council of Local Governments shall indemnify, defend, and hold the City of Florence, Alabama harmless from any and all claims, damages, losses, and expenses arising from the event.

7. Termination

This MOU may be terminated by either party with 30 days' written notice. In the event of a breach of any terms, the non-breaching party may terminate the MOU immediately.

8. Miscellaneous

- This MOU constitutes the entire agreement between the parties.
- Any amendments must be in writing and signed by both parties.

9. Signatures

[Name]
[Title]
[The City of Florence, Alabama]
[Date]

[Name]
[Title]
Northwest Alabama Council of Local Governments
103 Student Drive, Muscle Shoals, AL 35661
256-389-0500
[Date]