

Sponsor: Jordan

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the attached Addendum to the Memorandum of Understanding between the City of Florence and the Alabama Cooperative Extension System (Lauderdale County) for the use of the Florence-Lauderdale Coliseum for 2025 events adopted on October 1, 2024 and attached hereto, 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 Addendum on behalf of the City of Florence.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

CITY COUNCIL

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
MAYOR

ADOPTED & APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
CITY CLERK - TREASURER

**AUBURN UNIVERSITY  
STATE GOVERNMENT CONTRACT ADDENDUM**

As an instrumentality of the State of Alabama, Auburn University (the "University") is required by statute, regulation, and policy to address a number of common contractual issues. The following terms and conditions (the "Government Addendum") are incorporated into and form a part of the agreement to which they are attached (the "Agreement"). If there is a conflict between the terms and conditions of the Government Addendum and the Agreement, this Government Addendum shall control.

**Supplier** means \_\_\_\_\_

**Governing Law and Dispute Resolution.** As it applies to University, the Agreement shall be governed by the laws of the State of Alabama, without regard to conflicts of law principles. Claims against University shall be submitted to the Alabama State Board of Adjustment, or the State or Federal courts of Alabama where permitted by Alabama law. University shall not be subject to arbitration or other binding alternative dispute resolution.

**Indemnification.** University shall not indemnify, defend, or hold harmless the Supplier, its employees, agents, subcontractors, third-party beneficiaries, or any other party to the Agreement.

**Amendments.** Amendments to the Agreement shall only be effective when signed by all parties.

**Term.** The term of the Agreement, together with any renewals, shall not exceed a total of five (5) years.

**Lien Rights.** Property in which University has an ownership interest shall not be subject to lien, forfeiture, or levy rights. Supplier shall not be granted rights to self-help or entry on University property.

**Payment Terms.** Orders are not subject to prepayment, deposits, or credit card fees and payments are due net thirty (30) days' receipt of invoice. University shall not be subject to late payment, interest, or penalties, except where required by the Alabama Prompt Payment Act. University shall only be responsible for taxes where required by law.

**Confidential Information.** University's requirement to keep information confidential applies only to the extent permitted by Alabama law. Limitations of liability for the unauthorized disclosure of confidential information, including credit card information, personally identifiable information, educational records, or health records shall not apply.

**Use of Marks.** University grants no right for use of its trademarks through the Agreement.

**Insurance.** University, in its sole and absolute discretion, retains the right to purchase and maintain insurance or self-insurance of the kinds and limits it deems necessary. University shall not extend additional insured or loss payee status, or grant waivers of subrogation. Any insurance obligation imposed by the Supplier on the University is removed in its entirety.

**Supplier Acceptance:**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

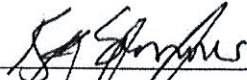
Sponsor: Jordan

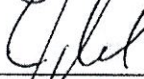
RESOLUTION

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 Alabama Cooperative Extension System (Lauderdale County) 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 1<sup>ST</sup> day of OCTOBER, 2024.

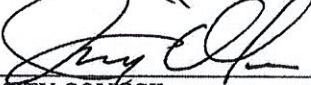
  
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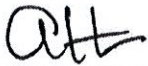
  
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Michelle B. Eubank  
\_\_\_\_\_

  
\_\_\_\_\_

  
CITY COUNCIL

APPROVED this 1<sup>ST</sup> day of OCTOBER, 2024.

  
MAYOR

ADOPTED & APPROVED this 1<sup>ST</sup> day of OCTOBER, 2024.

Robert M. Leyde  
CITY CLERK - TREASURER





# Memorandum of Understanding (MOU)

Between  
The City of Florence, Alabama  
&  
Alabama Cooperative Extension System (Lauderdale County)

## 1. Purpose

This MOU sets forth the terms and understanding between the **City of Florence, Alabama** and **Alabama Cooperative Extension System (Lauderdale County)** 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 facility 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 Alabama Cooperative Extension System (Lauderdale County) on logistical aspects.

## 4. Responsibilities of the Alabama Cooperative Extension System (Lauderdale County)

The Alabama Cooperative Extension System (Lauderdale County) 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 Alabama Cooperative Extension System (Lauderdale County).
- 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**

- Alabama Cooperative Extension System (Lauderdale County) shall indemnify, defend, and hold the City of Florence, Alabama harmless from any and all claims, damages, losses, and expenses arising from the event.

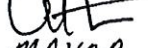
**7. Termination**

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] *MAYOR*  
The City of Florence, Alabama  
[Date] *10/1/2024*

[Name]  
[Title]  
Alabama Cooperative Extension System (Lauderdale County)  
802 Veterans Drive, Florence, AL 35630  
256-766-6223  
[Date]