

Sponsor: Jordan

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the attached Facilities Use and Indemnification Agreement between the City of Florence and the Lauderdale County School District for the use of Parks and Recreation facilities 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 _____, 2025.

CITY COUNCIL

APPROVED this _____ day of _____, 2025.

MAYOR

ADOPTED & APPROVED this _____ day of _____, 2025.

CITY CLERK - TREASURER

7/22/2025 **FACILITIES USE AND INDEMNIFICATION AGREEMENT**

Between the City of Florence, Alabama, and the Lauderdale County School District

PARTIES

City of Florence, Alabama ("City")
110 W. College St.
Florence, AL 35630

Lauderdale County School District
355 County Rd. 61
Florence, AL 35634

RECITALS

WHEREAS, the City and LAUDERDALE COUNTY SCHOOL DISTRICT desire to establish a cooperative relationship for the use of the City of Florence's facilities; and

WHEREAS, both parties recognize the benefits of sharing resources to serve their respective constituencies and the broader community; and

WHEREAS, the parties wish to establish clear terms regarding liability, indemnification, and operational responsibilities;

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF AGREEMENT

This Agreement governs the use of facilities owned or controlled by the City of Florence when made available to LAUDERDALE COUNTY SCHOOL DISTRICT for:

- Educational programs and activities
- Community events and meetings
- Athletic and recreational activities
- Cultural and arts programming
- Emergency services coordination
- Other mutually beneficial purposes as agreed upon

2. FACILITIES COVERED

City Facilities may include:

- Community centers and meeting rooms
- Parks and recreational facilities
- Athletic fields and courts
- Auditoriums and event spaces
- Parking areas

3. MUTUAL INDEMNIFICATION

3.1 Lauderdale County School District Indemnification of City

LAUDERDALE COUNTY SCHOOL DISTRICT agrees to defend, indemnify, and hold harmless the City, its officers, employees, agents, and volunteers from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorney's fees) arising out of or resulting from:

a) Lauderdale County School District use of City facilities b) Acts or omissions of LAUDERDALE COUNTY SCHOOL DISTRICT personnel while using City facilities c) Any breach of this Agreement by LAUDERDALE COUNTY SCHOOL DISTRICT d) Any negligent or wrongful acts of LAUDERDALE COUNTY SCHOOL DISTRICT in connection with this Agreement

3.2 Limitations

The indemnification obligations shall not extend to claims arising from the sole negligence or willful misconduct of the indemnified party.

4. INSURANCE REQUIREMENTS

4.1 General Requirements

The Lauderdale County School District is self-insured and does not maintain a general liability policy. Claims against it are subject to a ruling from the Board of Adjustment [Ala. Code § 41-9-60].

5. OPERATIONAL RESPONSIBILITIES

5.1 Facility Use Approval

- All facility use must be pre-approved in writing
- Requests should, if possible, be submitted at least 30 days in advance
- Emergency use may be approved with shorter notice

5.2 Compliance Requirements

LAUDERDALE COUNTY SCHOOL DISTRICT shall:

- Comply with all applicable laws and regulations
- Follow facility rules and procedures
- Provide adequate supervision for events
- Ensure appropriate cleanup after use
- Pay for any damages beyond normal wear and tear

5.3 Safety and Security

- The City of Florence retains responsibility for safety protocols in its facilities
- Security arrangements shall be coordinated in advance
- Emergency procedures must be communicated to all participants

7. TERM AND TERMINATION

7.1 Term

This Agreement shall commence on _____ and continue for a period of three (3) years, with automatic renewal for successive one-year periods unless terminated.

7.2 Termination

Either party may terminate this Agreement with 90 days written notice. Termination shall not affect obligations for events already scheduled.

8. GENERAL PROVISIONS

8.1 Governing Law

This Agreement shall be governed by Alabama law.

8.2 Dispute Resolution

Disputes shall first be addressed through good-faith negotiations. If unresolved, disputes may be submitted to mediation.

8.3 Amendments

This Agreement may only be modified in writing, signed by both parties.

8.4 Severability

If any provision is deemed invalid, the remainder of the Agreement shall remain in effect.

SIGNATURES

CITY OF FLORENCE, ALABAMA

By: _____
Name: _____
Title: Mayor
Date: _____

Lauderdale County School District

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Form:

City Attorney: _____ Date: _____

LAUDERDALE COUNTY SCHOOL DISTRICT Legal Counsel: _____ Date: _____