

## **RESOLUTION NO. 12-131**

BE IT RESOLVED by the City Council of the City of Decatur Alabama, that it hereby approves the attached Memorandum of Understanding between the Decatur Morgan County Conventions and Visitors Bureau, the Pickwick Belle and the City relating to the operation of the Pickwick Belle to be based in Decatur; and accordingly the Mayor is authorized and directed to execute that document on behalf of the City.

ADOPTED THIS 29th DAY OF MAY, 2012.

## MEMORANDUM OF UNDERSTANDING

WHEREAS, the Decatur Morgan County Convention and Visitors Bureau (hereinafter referred to as the 'CVB'), Pickwick Belle, LLC the owner of a public use riverboat (hereinafter referred to as the 'Pickwick Belle'), and the City of Decatur Alabama (hereinafter referred to as the 'City') agree that it is mutually beneficial to locate the river boat 'Pickwick Belle' in or near the 'City' on property owned and controlled by the 'City'.

WHEREAS, the Parties desire to outline generally their understanding relating to the above mentioned 'Pickwick Belle' and its location and docking from time to time in the 'City'.

NOW, THEREFORE the Decatur Morgan County Convention and Visitors Bureau, Pickwick Belle, LLC and the City of Decatur, Alabama agree as follows:

1. The 'City' will provide docking access to a portion of Ingalls Harbor to be determined most appropriate by the 'City', 'CVB' and 'Pickwick Belle' jointly. The site shall be a site deemed the best available for marketability, safety, and overall accessibility by the general public.
2. 'Pickwick Belle' shall be responsible for obtaining all licenses, including State, County and Municipal necessary for the operation of the 'Pickwick Belle' or any other vessel under the control and ownership of the 'Pickwick Belle'. These shall include but not be limited to 'liquor licenses', or licenses for the commercial navigation of the Tennessee River or any of its backwaters or tributaries. The 'Pickwick Belle' may choose to contract with a licensed vendor to obtain the necessary liquor licenses and provide the approved alcoholic beverage sales service.
3. The CVB agrees to provide certain marketing assistance as set out in the attached exhibit and marked Exhibit 'A'.
4. The City agrees that through its 'Parks and Recreation' department that it will pay for the electric power used in the operation of the 'Pickwick Belle' up to an amount not to exceed \$100 per month. The 'Pick Belle' will be responsible for any portion of the monthly electric bill that exceeds the sum of \$100. The 'City' by way of the 'CVB' has received a bid for the electrical work mentioned herein and agrees to pay from the 'Parks and Recreation' budget seven thousand two hundred and forty (\$7,240.00) dollars for the upgrade to the electrical service to accommodate the needs of the 'Pickwick Belle' location.
5. The 'CVB', the 'City' and the 'Pickwick Belle' acknowledge and agree that there are numerous issues to be addressed in the operation of the Ingalls Harbor 'Pickwick Belle' location and that each Party will diligently work together to coordinate and handle each issue.
6. All the parties agree that from time to time the access to Ingalls Harbor will be limited due to other activities beneficial to all the parties to this memorandum of understanding. The parties agree that in such event the 'City' and the 'CVB' may ask and the 'Pickwick Belle' shall agree to move the 'Pickwick Belle' to a suitable alternative location for the duration of the special event that may need the use of the entire harbor for limited periods of time. All parties agree to work together to accommodate such special events and occasions.
7. All the parties agree the 'Pickwick Belle' shall at all times be in compliance with all the laws and regulations pertaining to the operation of a public enterprise of this nature. These laws and

regulations shall always include all applicable Federal, State and local ordinances. The 'Pickwick Belle' agrees to hold harmless and to indemnify the 'City' and 'CVB' for any loss resulting from any violation of such law or regulation. Further the 'Pickwick Belle' agrees to defend the 'City' and the 'CVB' from any action arising from the violation of any of these laws and regulations.

8. 'Pickwick Belle' agrees that it will hold the City and CVB harmless, indemnify, and defend the City and CVB and all of their respective officers, employees, servants and agents from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person and or injury to any property, resulting from misconduct, or negligent acts of Pickwick Belle, or any of its officers, employees or agents arising directly or indirectly from the operation of its riverboat, except such damage as is caused by the sole negligence of the City or CVB or any of their respective officers, employees, servants or agents. The Pickwick Belle will provide and keep current a Certificate of Insurance showing the City and CVB as additional insureds on its Liability and other related insurance policies.
9. The 'CVB', the 'City' and the 'Pickwick Belle' agree that either Party can terminate its responsibilities outlined in this MOU by giving sixty (60) days prior notice to the other Parties.
10. This memorandum of understanding shall be effective for one year from the date of the execution of this document. Extensions of this MOU can be agreed to by the Parties prior to the end of each effective term.

Agreed to this \_\_\_ day of \_\_\_\_\_ 2012.

### Decatur Morgan County Convention and Visitors Bureau

By \_\_\_\_\_  
Its \_\_\_\_\_

### City of Decatur Alabama

By: \_\_\_\_\_  
Its \_\_\_\_\_

### Pickwick Belle, LLC

By: \_\_\_\_\_  
Its \_\_\_\_\_