



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 7/25/2024

File ID: TMP-4402

Department: General Services

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute the Lease Agreement with Rocket City Federal Credit Union for space in the Administration Building and the Municipal Justice Public Safety Center.

Resolution No.

Finance Information:

Account Number: 1000-00-00000-460400-00000000

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: No

Grant Title - CFDA or granting Agency: N/A

Resolution #: Click or tap here to enter text.

Location: (list below)

Address: 305 Fountain Circle & 815 Wheeler Avenue

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

This lease agreement is for space in the employee lounge on the 6th floor of City Hall and MJPSC lobby for ATM machine sites for \$10 per year. 10 year lease with two (2) 1-year extensions.

RESOLUTION NO. 24-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to execute the ATM Lease agreement between the City of Huntsville and Rocket City Federal Credit Union for space in the Administration Building and the Municipal Justice Public Safety Center, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as “ATM Site Agreement Between Rocket City Federal Credit Union and the City of Huntsville, Alabama for space in City Hall, Located at 305 Fountain Circle and in the Municipal Justice and Public Safety Complex” consisting of seven (7) pages, together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 25th day of July, 2024.

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

APPROVED this the 25th day of July, 2024.

Mayor of the City of Huntsville, Alabama

STATE OF ALABAMA)
)
COUNTY OF MADISON)

**ATM SITE AGREEMENT
BETWEEN ROCKET CITY FEDERAL
CREDIT UNION AND THE CITY OF
HUNTSVILLE, ALABAMA FOR
SPACE IN CITY HALL, LOCATED AT
305 FOUNTAIN CIRCLE AND IN THE
MUNICIPAL JUSTICE AND PUBLIC
SAFETY COMPLEX**

ATM (AUTOMATED TELLER MACHINE) SITE AGREEMENT

WHEREAS, ROCKET CITY FEDERAL CREDIT UNION (hereinafter "Licensee"), a federally chartered financial institution currently operates an automatic teller machine ("ATM") in the Municipal Justice and Public Safety Complex located at 815 Wheeler Avenue, Huntsville, AL and owned by the CITY OF HUNTSVILLE (hereinafter "Licensor"), a municipality within the State of Alabama; and

WHEREAS, operation of the said ATM has benefited employees of the City of Huntsville and members of the public; and

WHEREAS, Licensee desires to continue to operate said ATM at the Municipal Justice and Public Safety Complex and also begin operation of an ATM at Licensor's facility known as City Hall located at 305 Fountain Circle, Huntsville, AL 35801.

NOW THEREFORE, in consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Rocket City Federal Credit Union and the City of Huntsville agree as follows:

1. Description of the Licensed Premises

Licensor does hereby grant unto Licensee a license to locate and operate ATMs at the following described premises (hereinafter the "Municipal Justice and Public Safety Complex Property" and "City Hall") for the installation, operation and maintenance of ATM machines:

A. The Municipal Justice and Public Safety Complex Property

A space approximately 36 inches by 18 inches in the lobby of the City of Huntsville's Municipal Justice and Public Safety Complex. Said space is to the left of the entrance outside the Media Room and Control Room. This space will accommodate a free-standing ATM Machine.

B. City Hall

A space in the 6th Floor Employee Lounge. The precise location inside the Lounge shall be determined by the City's Director of General Services.

2. Lease Terms.

The term of this Lease Agreement shall commence on the 25 day of July, 2024, and expire on the 25 day of July, 2034. In addition, at the option of Licensors, this agreement may be extended for an additional period of up to two (2) one-year terms. These options may be exercised by Licensors by providing written notice to Licensee of its intent to exercise this option at least thirty (30) days prior to the end of the original lease term.

3. Consideration.

As consideration for the Licensed Premises, Licensee agrees to pay to Licensors as rental the sum of Ten Dollars (\$10.00) per year as the base rental which sum is hereby acknowledged as being received upon the execution of this agreement.

4. Condition of Licensed Premises

Licensee has examined the Licensed Premises before executing this lease, and its entry into possession of said premises shall constitute its acceptance of the Licensed Premises as to the same being acceptable to Licensee.

5. Responsibilities of the Licensee.

A. Licensee shall have the use of the above-defined spaces solely for the purpose of operating an ATM and for no other purpose. The ATM must be placed in the space at each location as directed by Licensors. Each ATM shall be a current model in good operating condition which meets all regulatory requirements. Licensee shall be responsible for the installation, operation, and maintenance for the ATM operation, and for establishing a regular schedule for ATM supply and cleaning. Preventative maintenance shall be carried out per manufacturer's recommendations and is the responsibility of Licensee. Such routine service and supply tasks shall be carried out during regular operating hours of the buildings where the ATMs are located unless other arrangements are mutually agreed upon by Licensors' representative and Licensee.

B. ATM services to be offered by Licensee at each ATM location shall consist, at a minimum, of the following:

- a. Withdrawals from savings or checking;
- b. Balance inquiry for savings or checking; and
- c. Transfers from one account to another.

C. Licensee shall commit no waste of property, or allow the same to be done, but shall take good care of the same. Licensee shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the fire protection system, the alarm system or with the day-to-day functions conducted at the facilities where the ATMs are located. Licensee shall not grant a sub-license for the Licensed Premises nor transfer this License Agreement without the written consent of the Licensors. Furthermore, upon termination of this Agreement, Licensee agrees to surrender quiet and peaceable possession of the Licensed Premises in like good order as at the commencement of said License Agreement, natural wear and tear excepted.

D. Licensee shall supply and be responsible for installation and continuing costs associated with any communications lines necessary to operate the ATM machines. Installation of any such line shall be coordinated with the City of Huntsville's Director of Information Technology Services. The expenses for electricity needed for the machine are to be paid by the

City of Huntsville. The expenses for the data connection will be paid by Rocket City Federal Credit Union.

E. Licensee shall be responsible for all repairs and servicing to the ATM machines. Licensee shall be solely responsible for the maintenance and operation of the ATM machines and shall assure that the use of the machine by its customers does not create any litter in the leased space or adjoining areas.

F. Licensee agrees that the ATM machine services shall be made available free to City of Huntsville employees who are members of the Rocket City Federal Credit Union. City of Huntsville employees with a STAR Network card from another institution will not be charged a surcharge. This network allows ATM operators and card issuers to provide their cardholders with access to a group of non-surcharged ATMS located throughout the STAR service area. Some other area credit union's members are not charged a surcharge fee. However, all other users of the ATM will be charged a proposed surcharge fee set forth by the Rocket City Federal Credit Union Board of Directors. Other fees and charges implied by another institution are not in the control of Rocket City Federal Credit Union.

6. Licensor's Responsibilities.

Licensor shall supply utilities for the Lease Premises.

7. Installation and Removal of Equipment and Trade Fixtures.

No equipment or trade fixtures and other personal property used by Licensee in its business, whether or not attached to the leased space or any improvements thereon, shall be installed without the prior written approval of Licensor. Licensee shall have the right at any time during the term of this Agreement or upon termination and within thirty (30) days thereafter, to remove all trade fixtures and equipment subject to any valid lien Licensor may have thereon for unpaid rents. Any property not so removed by Licensee upon termination shall become a part of the reality upon which it is located, and title thereto shall vest in Licensor.

8. Damage to Licensed Space by Licensee.

Licensee shall be liable for and shall repair or cause to be repaired within fifteen (15) days after occurrence any damage to the leased premises caused by the Licensee, its board members, officers, agents, employees, invitees, or anyone action under its direction and control, ordinary wear and tear excepted.

9. Right of Ingress and Egress.

Licensee shall have the right of ingress and egress to and from the defined Licensed Premises for its employees, agents and invitees to the extent reasonably necessary in connection with the conduct of the Licensee's ATM business pursuant to this Lease Agreement. Access shall be within regular business hours of the facility at which the ATM is located in otherwise arranged in advance with Licensor. Any areas designated as restricted areas by Licensor shall be excluded.

10. Security and Liability.

Licensor shall not be responsible for supplying any security measures regarding the ATM machines. Licensor shall not be responsible for any damage to any ATM machine caused by any third party. Licensor shall not be responsible for any consequential damages resulting from any negligent damage to the machine. Licensor shall not in any way be liable for any cost, liability, damage or injury, including court costs and attorney fees claimed or received by any person whomsoever or whatsoever as a result of any operations, works, acts or omissions performed by Licensee, its agents, employees or equipment.

11. Indemnification.

Licensee covenants that it will indemnify and hold the Licensor, its officers, agents, employees and elected officials harmless from all claims, demands, judgments, costs and expenses, including attorney's fees, claimed or recovered (whether justly, unjustly, falsely, fraudulently, or frivolously) by and person by reason of injury to or death or any individual person or persons, by reason of damage to, destruction or loss of use of any property, including Licensor's personnel and Licensor's property, directly or indirectly, arising out of, resulting from or occurring in connection with any operations, works, acts or omissions of Licensee pursuant to this Agreement. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

12. Termination.

This ATM Site Agreement shall terminate if Licensor ceases to utilize either City Hall or the Public Safety Complex Property for their current uses. Either party may terminate this Site Agreement by providing thirty (30) days written notice to the other party. In the event of termination of this Lease, Licensee shall promptly remove its ATM machines by the termination date specified in the notice.

13. Damage or Loss of Property.

The Parties agree that each party shall be responsible for the risk of loss of its own property located on the Licensed Premises, where damage is the result of Acts of God, intentional or willful acts of third parties, or from negligence.

14. Fire and Casualty.

The Parties agree that if the Licensed Premises, or any portion thereof, are rendered substantially untenable by fire or other casualty, this Agreement may thereupon be terminated upon notice by either party.

15. Subletting or Assignment.

Licensee may not sublet all or any part of the Licensed Premises herein, nor assign this lease, whole or in part without Licensors' prior written consent.

16. Notice and Demands.

All notices and demands (a) shall be in writing, (b) shall be deemed served on the date which they are actually received, and (c) shall be served by (i) personal delivery, or (ii) United States First Class Certified or Registered Mail, Return Receipt Requested, properly addressed with postage prepaid or (iii) a nationally recognized overnight courier/delivery service (i.e. Federal Express, United Parcel Service, etc.) or (iv) electronic transmission ("E-mail") or telephonic facsimile transmission ("Fax") in conjunction with one of the other methods of delivery set forth in subparagraphs (i), (ii) or (iii), each addressed as follows:

City of Huntsville
Attention: Ricky Wilkinson
P.O. Box 308
Huntsville, Alabama 35804
richard.wilkinson@huntsvilleal.gov
256-427-5670

Rocket City Federal Credit Union
Attention: Stephanie Moore
2200 Clinton Ave W
Huntsville, AL 35805
256-533-0541

17. Complete Understanding and Agreement.

This lease agreement contains the entire understanding and agreement of the parties. All agreements and representations relating to the leased premises, whether oral or written, made by and between the parties, whether personally or with their authorized agents prior to the execution and acceptance of this lease agreement are deemed to have been performed and discharged. Each of the parties hereto has read and understands this lease and further understands that all prior covenants, agreements, and representations are superseded by this lease.

18. Electronic Signatures.

The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the City of Huntsville and Rocket City Federal Credit Union, through their undersigned duly authorized officers, have executed this lease as of the date first above set forth.

LESSOR:

CITY OF HUNTSVILLE, ALABAMA

Shaundrika Edwards
City Clerk

By: Tommy Battle
Its: Mayor

LESSEE:

**ROCKET CITY FEDERAL CREDIT
UNION**

Attest

By: Stephanie Moore
Its: CFO / President

STATE OF ALABAMA)
COUNTY OF MADISON)

BEFORE ME, the undersigned authority, on this day personally appeared Stephanie Moore, known to me to be those whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she being duly authorized to execute said instrument executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 3rd day of July, 2024.

Ava M. S. D.
NOTARY PUBLIC

My Commission Expires:

01-08-2025

(NOTARIAL SEAL)

STATE OF ALABAMA)
COUNTY OF MADISON)

BEFORE ME, the undersigned authority, on this day personally appeared Tommy Battle, known to me to be those whose name is subscribed to the foregoing instrument, and acknowledged to me that he being duly authorized to execute said instrument executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2024.

NOTARY PUBLIC

My Commission Expires:

(NOTARIAL SEAL)