



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 10/12/2023

**File ID:** 2023-794

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**Department:** General Services

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between Medco, and the City of Huntsville.

**Finance Information:**

**Account Number:** N/A

**City Cost Amount:** N/A

**Total Cost:** N/A

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

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

**Additional Comments:**

The Agreement is between Medeco, a division of ASSA ABLOY High Security Group, Inc., (Medeco) to enter into an end user agreement for a proprietary keying system.

## **RESOLUTION NO. 23-856**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement between the Medeco, a division of ASSA ABLOY High Security Group, Inc., and the City of Huntsville, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, for a proprietary keying system, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Agreement by and between Medeco a division of ASSA ABLOY High Security Group, Inc., and the City of Huntsville," consisting of four (4) 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 12<sup>th</sup> day of October, 2023.

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

**APPROVED** this the 12<sup>th</sup> day of October, 2023.

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Mayor of the City of Huntsville,  
Alabama



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**Medeco 4 END USER  
RESTRICTED KEY SECTION AGREEMENT**

This Agreement is by and between **Medeco, a division of ASSA ABLOY High Security Group, Inc.** (hereinafter called Medeco®), having its principal office at 3625 Allegheny Drive, Salem, Virginia, and **City of Huntsville** (hereinafter called End User), whose address is **615 Washington Street, Huntsville, AL 35801.**

**WHEREAS**, Medeco is conducting a business for manufacturing and selling several product lines of high security locks with a key whose duplication is restricted, and

**WHEREAS**, one such product line is known as the Medeco 4 Restricted Key Section, and

**WHEREAS**, the End User designated above has an internal locksmith and desires to purchase a system of locks using Medeco's Restricted Key Sections known as Medeco 4 End User ( 42 Keyway, 508/620 Sidecode) (hereinafter referred to as the "Restricted Section"), and wishes to purchase a key cutting machine which will provide the End User with the capacity to cut additional keys for itself,

**NOW THEREFORE**, the parties hereto agree as follows:

1. End User agrees to purchase said Medeco 4 Restricted Key Section products through an authorized distributor carrying the Medeco product line.
2. End User agrees that all orders for Medeco 4 Restricted Section key blanks, restricted cut keys, and assembled restricted cylinders are to be accompanied by End User's signed authorization or signature of End User's agent of record.
3. End User assumes full responsibility for the protection and the cutting of the Medeco 4 Restricted Key Section blanks. End User agrees to undertake all reasonable security measures to ensure the safety and security of the Medeco 4 Restricted key blanks and key cutting machine, which measures shall include as a minimum but not be limited to:
  - a. Properly securing the Medeco 4 Restricted key cutting machine(s) to ensure that its use is restricted to those individuals who are authorized by the End User.
  - b. Securing under lock and key or vault the Medeco 4 Restricted Section key blanks and key records to ensure that access to them is limited to those individuals authorized by the End User.
  - c. End user shall not copy or duplicate any Medeco 4 Restricted Section key using any

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**Medeco, a division of ASSA ABLOY High Security Group INC**

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device or method other than an approved Medeco 4 Restricted Key cutting machine and will not use any key blanks other than those provided by Medeco to create Medeco 4 Restricted keys or tumbler pins for Medeco cylinders.

4. End User agrees to cut a Medeco 4 Restricted Key Section blank to make a key only when such a key is to be used to operate a lock cylinder within End User's system.
5. End User agrees that it will maintain a key cutting log in which it will enter for each key that it cuts: the date of the key duplication, the name of the person operating the machine, the number of duplicate keys cut, the name of the person to whom the duplicate key is delivered --or, if miscut, this fact will be recorded -and the remaining number of Medeco 4 Restricted Key Section blanks left in End User's inventory. At any time the number of Medeco 4 Restricted Key Section blanks in End User's inventory plus the total blanks cut or miscut, as shown in the key cutting log, should represent the total number of Medeco 4 Restricted Section key blanks which Medeco has sold to End User. End User agrees to permit Medeco representatives to inspect, during normal business hours but without prior notice, the key cutting log, the inventory of Medeco 4 Restricted Key Section Blanks, the Medeco 4 key cutting machine, and the protective measures taken by End User. End User agrees to keep its inventory of Restricted Section key blanks at its address listed above.
6. End User agrees that it will not sell, give, or loan Medeco 4 Restricted Key Section key blanks, or 0 bitted, 1 bitted, or 2 bitted cut keys to anyone other than Medeco under any condition.
7. End User agrees to report immediately to a Medeco Sales Representative any attempt to sell Medeco 4 key blanks by a party other than Medeco or its authorized distributor, any attempt to obtain Medeco 4 key blanks without proper authorization, and any shortage in the Medeco 4 Restricted Key Section blank inventory which the End User discovers at any time.
8. In order to maintain the security and integrity of the End User's Restricted Key Section, the End User agrees that all Restricted Key Section blanks shall be custom coined with a name, logo, or coded number (assigned by Medeco) to allow all field keys or blanks to be unmistakably traced back to their source. This coining or stamping shall not be removed or altered in any fashion.
9. Any claim against Medeco hereunder by the End User must be formally asserted not later than 180 days following the event or circumstance giving rise to the underlying claim; the failure to abide by such time requirement shall constitute a waiver by the End User of any rights in respect of, and shall constitute a bar on, any claims by End User on the basis of such event or circumstance.

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10. If this Agreement is terminated by either party, End User agrees to return immediately to Medeco for repurchase at the price paid by End User all Medeco 4 Restricted Key Section key blanks then in the possession or under the control of End User.
11. If any provision of this Agreement is, or shall be declared to be, in violation of any applicable law or be deemed unenforceable or invalid, such provision shall to such extent be deemed null and void and the remainder of the Agreement shall remain in full force and effect.
12. End User agrees that all Medeco 4 key, cylinder, and key cutting products shall only be used by end user within the boundaries of the United States of America.
13. The failure of either party hereto to require the performance in whole or in part of any term of this Agreement, or the waiver by either party of any breach of any term of this Agreement, shall not prevent a subsequent enforcement of such term or breach thereof nor be deemed a waiver of any subsequent breach.
14. Either party hereto may terminate this Agreement for any or no reason upon thirty (30) days prior written notice to the other party. In the event one party defaults in the performance of any obligation hereunder, the other party shall have the right to terminate this Agreement effective immediately upon notice to the defaulting party.
15. This agreement may not be assigned or transferred, in whole or in part, without the prior written consent of Medeco.
16. End User recognizes and acknowledges that in the course of performing the services provided hereunder, it may have access to certain confidential or proprietary information of Medeco. End User hereby agrees that it will not at any time during or after the term of this Agreement disclose any such confidential or proprietary information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, unless required by law or upon obtaining the prior written consent of Medeco. In the event of a breach, whether actual or anticipated, by End User of the provisions of this paragraph, Medeco shall be entitled to an injunction or other legal or equitable remedy pursuant to which End User shall be enjoined or precluded from disclosing, in whole or in part, such confidential or proprietary information.
17. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement, and supersedes any other oral or written agreements. This Agreement shall be binding on the parties, their successors and permitted assignees. This Agreement may not be modified or amended except by mutual written agreement. End

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User shall not have the right to assign this Agreement in whole or in part without Medeco's prior written consent.

18. This Agreement shall be construed, controlled, enforced, governed and interpreted in accordance with its plain meaning pursuant to the internal laws of the State of Alabama, without regard to principles of conflicts of law. Each party hereby consents to the exclusive jurisdiction of the appropriate state or federal court sitting in the state of Alabama for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby.
19. The term of the Agreement is for an indefinite period of time beginning with the effective date hereof which shall be the date in which Medeco signs the Agreement, and ending with the termination as provided in Paragraph 14 of this Agreement. In the event this Agreement is terminated by either party, regardless of the reason therefore, Paragraph(s) 3, 4, 6, 9, 12 and 19 shall survive such termination and remain in full force and effect.
20. The Parties agree that separate copies of this Agreement may be signed by each of the Parties in counterpart and that this Agreement will have the same force and effect as if the original had been signed by all Parties. Upon signature, each of the Parties will transmit a copy of the signed Agreement to the other Party, and facsimile or other electronic transmittal is valid and has the same force and effect as if the original had been mailed to the other Party.

**IN WITNESS WHEREOF**, the parties have executed this Agreement in duplicate, each of which shall be considered an original as of the date shown next to each signature.

**END USER**

10/12/2023  
Date

By: \_\_\_\_\_  
Print Name: Tommy Battle  
Title: Mayor, City of Huntsville, Alabama

**MEDECO a division of ASSA ABLOY High Security Group Inc**

9/25/23  
Date

By: C.T. Roberson  
Clyde T. Roberson, AHC, CML, CPP  
Director

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President the City Council of  
the City of Huntsville, Alabama  
Date: 10/12/2023