



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/28/2024

**File ID:** TMP-4008

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**Department:** Landscape Management

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Redstone Federal Credit Union for maintenance of adjacent meridians along Bradford Drive and Wynn Drive.

Resolution No.

**Finance Information:**

**Account Number:** TBD

**City Cost Amount:** \$ NA

**Total Cost:** \$ NA

**Special Circumstances:**

**Grant Funded:** \$ NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location: (list below)**

**Address:** Redstone Federal Credit Union at Bradford Drive and Wynn Drive

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

**Additional Comments:**

## **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 enter into an Agreement by and between the City of Huntsville and Redstone Federal Credit Union 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 that certain document attached hereto and identified as “Agreement between the City of Huntsville and Redstone Federal Credit Union.” consisting of five (5) pages, and the date of March 28, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro-Tem of the City Council, 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 28th day of March, 2024.

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

**APPROVED** this the 28th day of March, 2024.

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Mayor of the City of Huntsville, Alabama

**AGREEMENT BETWEEN THE  
CITY OF HUNTSVILLE AND  
REDSTONE FEDERAL CREDIT UNION**

**STATE OF ALABAMA     )  
COUNTY OF MADISON    )**

**AGREEMENT**

**THIS AGREEMENT** made this 28th day of March, 2024, between Redstone Federal Credit Union, a credit union based out of Huntsville, Alabama (hereinafter "RFCU"), and the City of Huntsville, a municipal corporation in the State of Alabama (hereinafter "City"), for the purpose of maintaining the medians adjacent to RFCU's campus.

Both parties acknowledge the receipt of good and valuable consideration supporting the terms and conditions of this Agreement as follows:

1. The City of Huntsville hereby grants RFCU a license to access the medians along Bradford Drive and Wynn Drive as shown in Exhibit A (hereinafter "Medians") for the purposes of mowing the grass on the Medians.
2. RFCU agrees that it will regularly mow the grass on the Medians to the satisfaction of the City's Landscape Management Department.
3. City will remain solely responsible for herbicide spraying, mulching, irrigation, tree maintenance, and any other work to be done on the Medians other than mowing the grass.
4. **Indemnification; non-liability.**

RFCU shall indemnify and hold harmless and does hereby agree to indemnify and hold harmless the City of Huntsville, its officials, officers, elected and appointed officials, employees, agents, contractors and volunteers performing an authorized city function, (hereinafter referred to as "indemnitees") from and against any and all claims, liability, loss, judgments, suits, penalties, costs, expenses and damages aforesaid (including but not limited to reasonable attorneys' fees and expenses and court costs and fees). RFCU's duty to indemnify shall not apply to loss, injury, death or damage arising by reason of the sole negligence of the indemnitees. RFCU's duties hereunder shall survive the termination or expiration of this Agreement.

Nothing contained in this section 4 shall be construed as a waiver of any immunity of statutory protection of the City of Huntsville, Alabama, and no third party may expand any recovery against the City due to RFCU's duty of indemnification.

\_\_\_\_\_  
President of the City Council of the  
City of Huntsville, Alabama  
Date: March 28, 2024

## **5. Insurance.**

RFCU shall obtain and maintain in effect throughout the term of this agreement, Commercial General Liability with the following minimum limits:

\$1,000,000 Per Occurrence Limit  
\$1,000,000 Personal and Advertising Injury  
\$1,000,000 Products/Completed Operations  
\$2,000,000 General Aggregate Limit

Such insurance shall be written on an occurrence basis and shall specifically insure RFCU against all liability assumed by it hereunder as well as liability imposed by law. The City of Huntsville, its officers, employees, elected officials, agents, contractors, and specified volunteers shall be named as additional insureds through ISO Additional Endorsement CG 20 10 or equivalent that is sufficient to provide coverage for ongoing operations and CG 20 37 or equivalent to provide coverage for completed operations. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, elected officials, agents, contractors, or specified volunteers except it shall be limited in the case of the indemnitee's or indemnitees' sole negligence. Coverage under the RFCU's policy shall be written or endorsed to provide primary coverage to any other valid or collectible insurance. Any City of Huntsville coverage is noncontributory. RFCU shall provide a Certificate of Liability Insurance evidencing required insurance coverage and contractual verbiage prior to the commencement of any use of the facilities; however, failure of The City to procure the Certificate of Insurance does not waive any insurance provisions. The Certificate Holder section shall read as follows:

City of Huntsville, AL its officers, employees, elected officials, agents, contractors, and specified volunteers.

Attn: City Attorney  
P.O. Box 308  
Huntsville, AL 35804  
[bruce.pitts@huntsvilleal.gov](mailto:bruce.pitts@huntsvilleal.gov)

Such policy of insurance shall be issued by a company authorized to engage in the insurance business in the state of Alabama and shall be approved by the City Attorney of the City of Huntsville prior to RFCU entering upon the Medians upon the terms of this agreement. It is not the intention of the parties to limit the insurance coverage to the minimum limits stated in the contract, but the entire limits of coverage carried if limits are higher than those noted on the Certificate of Insurance.

**6. Term.** The term of this agreement shall be one (1) year, commencing on April 1, 2024. The parties may mutually consent to renew this agreement for two (2) additional terms. This Agreement will be renewed automatically for one (1) additional year at the end of each term unless terminated by one of the parties as provided herein.

**7. Termination.** Each party shall have the right to cancel this License Agreement at any

time, without cause, upon giving thirty (30) days written notice to the other.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first above written.

**REDSTONE FEDERAL CREDIT  
UNION**

By: \_\_\_\_\_  
its

**CITY OF HUNTSVILLE, a municipal  
corporation in the State of Alabama**

By: \_\_\_\_\_  
Tommy Battle, Mayor

ATTEST:

By: \_\_\_\_\_  
Shaundrika Edwards, City Clerk

STATE OF ALABAMA       )  
COUNTY OF MADISON    )

I, the undersigned, a notary public in and for said County, in said State, hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of Redstone Federal Credit Union, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, she, as such officer and with full authority, executed the same for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public

STATE OF ALABAMA       )  
COUNTY OF MADISON    )

I, the undersigned, notary public in and for said County, in said State, hereby certify that Tommy Battle and ~~Shundika Edwards~~, whose names as Mayor and City Clerk, respectively, of The City of Huntsville, Alabama, a municipal corporation are signed to the foregoing document, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the 28th day of March, 2024.

\_\_\_\_\_  
Notary Public

**Exhibit A**

