

AN ORDINANCE 2006-06-29-0779

**AUTHORIZING A RENEWAL OF LICENSE AGREEMENT WITH SECURITY SERVICE FEDERAL CREDIT UNION FOR THE CONTINUED PLACEMENT OF AN AUTOMATED TELLER MACHINE (ATM) LOCATED AT NELSON WOLFF STADIUM IN DISTRICT 6, FOR A FIVE-YEAR RENEWAL TERM COMMENCING JULY 1, 2006 AND EXPIRING JUNE 30, 2011, IN CONSIDERATION OF \$225.00 PER MONTH PER ATM PLUS 40% TO 50% PERCENT OF VARIOUS SURCHARGE AND TRANSACTION FEES.**

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**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager or her designee is hereby authorized and directed to execute and deliver on behalf of the City a renewal and extension of lease agreement with Security Service Federal Credit Union in substantially for the form attached as **Attachment I**, which is incorporated herein by reference for all purposes as if it were fully set forth. The City Manager and her designee should take all other actions reasonably necessary or convenient to effectuate the transaction described in Attachment I, including agreeing to non-material changes to its terms.

**SECTION 2.** Funds generated by this ordinance should be deposited into Fund 29068000, NELSON W WOLFF STADIUM, Internal Order 245000000037, WOLFF STADIUM MISSIONS/WOLFF STADIUM SPE, General Ledger, 4401131 Lease - Automated Teller Machines.

**SECTION 3.** The financial allocations in this Ordinance are subject to approval by the Director of Finance for the City of San Antonio for the City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

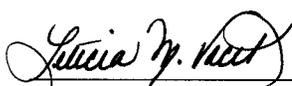
**SECTION 4.** This Ordinance becomes effective July 9, 2006.

**PASSED AND APPROVED** this 29<sup>th</sup> day of June 2006.

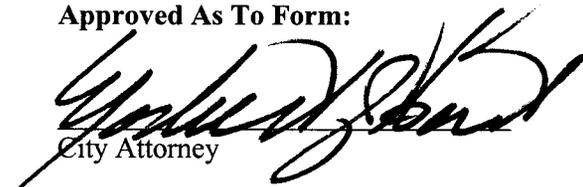
  
M A Y O R

**PHIL HARBERGER**

Attest:

  
\_\_\_\_\_  
City Clerk

Approved As To Form:

  
\_\_\_\_\_  
City Attorney

**Attachment I**

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**Renewal of License Agreement**

(Wolff Stadium SSFCU ATM)

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**1. Identifying Information.**

**Licensor:** City of San Antonio

**Licensor's Address:** P.O. Box 839966, San Antonio, Texas 78283-3966

**Licensee:** Security Service Federal Credit Union

**Licensee's Address:** 16211 La Cantera Parkway, San Antonio, Texas 78256-2419

**License:** Automated Teller Machine License Agreement between Licensor and Licensee dated July 1, 2001 and authorized by the Ordinance Authorizing Original License

**Ordinance Authorizing Original License:** 95290, February 14, 2002

**Ordinance Authorizing Renewal:**

**Beginning of Renewal Term** July 1, 2006

**Expiration of Renewal Term** June 30, 2011

**2. Defined Terms.**

All terms used in this instrument and not otherwise defined herein but defined in the License or any previous amendment to it have the meanings previously ascribed to them.

**3. Renewal.**

The term of the License is extended from the Beginning of the Renewal Term through and including the Expiration of the Renewal Term. If Licensee wants to continue occupying the Premises after the Expiration of the Renewal Term, it may seek to negotiate a further extension. If, for whatever reason, the parties do not reach an agreement on a further extension at least 90 days before the Renewal Term expires, then the License, as renewed and extended hereby, terminates. Licensee must then vacate the Premises no later than the Expiration of Renewal Term.

**4. License Fee.**

From the Beginning of the Renewal Term to the Expiration of the Renewal Term, Licensee must pay to Licensor the same License Fee as for the initial term of this License at the place, at the intervals, and in the manner described in the License for the payment of License Fees.

**5. New Licensee Termination Right.**

In addition to other termination rights in the License, Licensee may terminate this agreement on 60-day's advance written notice to Licensor if the Missions baseball team no longer plays regularly scheduled home games at Nelson W. Wolff Municipal stadium and the stadium is no longer used for regularly recurring, public events.

**6. Address for Notice.**

Licensee's address stated in paragraph 1 is the address for notice to Licensee under the License.

**7. No Default.**

Neither Licensor nor Licensee is in default under the License, and neither party is aware of a cause of action against the other arising out of or relating to the period before this renewal.

**8. Same Terms and Conditions.**

This instrument is a fully integrated statement of the modifications to the License. Except as expressly modified by this renewal, the License remains a comprehensive statement of the rights and obligations of Licensor and Licensee. Licensor and Licensee reaffirm the License as modified by this agreement.

**Licensor:**

City of San Antonio, a Texas municipal corporation

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Licensee:**

Security Service Federal Credit Union, a federally chartered credit union

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved as to Form:**

\_\_\_\_\_  
City Attorney