



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/23/2025

File ID: TMP-6127

Department: Fire and Rescue

Subject:

Type of Action: Approval/Action

Memorandum of Understanding between the City of Huntsville and the Huntsville-Madison County Rescue Squad

Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances: NA

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below) NA

Address:

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

Additional Comments: NA

RESOLUTION NO. 25-

WHEREAS, the City of Huntsville Fire and Rescue Department (hereinafter “HFR”), owns a structure identified as the Boathouse located at Ditto Landing on the Tennessee River, Huntsville, Alabama and provides rescue services within the City of Huntsville; and

WHEREAS, the Huntsville-Madison County Rescue Squad (hereinafter “Rescue Squad”) owns a rescue boat and provides rescue services within the City of Huntsville and Madison County.

NOW THEREFORE, BE IT RESOLVED by the City Council of Huntsville, Alabama, that the Mayor is authorized to execute a Memorandum of Understanding with the Rescue Squad which authorizes HFR and the Rescue Squad to conduct joint training and operational use of both the Boathouse and the Boat.

ADOPTED this the 23rd Day of October 2025.

President of the City Council
City of Huntsville, Alabama

APPROVED this the 23rd Day of October 2025.

Mayor
City of Huntsville, Alabama

Memorandum of Understanding
Between the City of Huntsville and the
Huntsville Madison County Rescue Squad

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this ____ day of October, 2025 by and between the City of Huntsville (hereinafter the “City”), a municipal corporation in the State of Alabama and the Huntsville Madison County Rescue Squad, a non-profit corporation of the State of Alabama (hereinafter “Rescue Squad”).

1.0 INTRODUCTION

WHEREAS, the City owns a structure identified as the Boathouse located at Ditto Landing, on the Tennessee River, Huntsville Alabama (hereinafter the “Premises” or “Boathouse”); and

WHEREAS, the City of Huntsville provides rescue services within the City of Huntsville.

WHEREAS, the Rescue Squad provides rescue services within Huntsville and Madison County.

WHEREAS, the Rescue Squad owns a 22ft Panga Marine Boat Hull Number XZN23060J909 (the “Boat”); and

WHEREAS, the Rescue Squad desires to store and maintain the Boat and utilize the Premises for training and operational purposes on an as-needed basis; and

WHEREAS, the City desires to cooperate with the Rescue Squad to allow the Boat to be stored in the Premises and to promote cooperation and joint training between the Huntsville Fire & Rescue Department and the Rescue Squad; and

WHEREAS, the City of Huntsville and the Rescue Squad desire to coordinate joint training and operational use of both the Boathouse and the Boat.

NOW, THEREFORE, it is agreed and understood between the parties as follows:

2.0 AUTHORITY

Each of the parties to this MOU covenants that it has full authority to enter into this MOU.

3.0 SCOPE OF MOU

3.1 The Rescue Squad's Responsibilities

The Rescue Squad shall coordinate access schedules to the Premises with the assigned City liaison for this purpose, and secure the Premises each day, coordinate joint training exercises with the City, and provide the following contact liaison: David Young 256-990-3567

3.2 The City's Responsibilities

In support of the Rescue Squad's use of the Premises, the City shall coordinate access schedules to the Premises with the assigned Rescue Squad liaison, provide keys, maintain utility service for power and water, coordinate joint training exercises with the Rescue Squad, and provide the following contact liaison: Chief John Boatright 256-348-0814

4.0 WORKER'S COMPENSATION

4.1 Worker's Compensation.

The Rescue Squad and the City agree to provide workers' compensation insurance coverage (either through an outside insurer or through self-insurance) to each of its employees responding under this MOU and recognizes that supervision of individual employees and volunteers will be provided by their regular supervisors.

5.0 CONSIDERATION

The parties will mutually benefit from the joint use of the Boat and the Boathouse.

6.0 TERMINATION

Any party hereto may terminate this MOU at any time upon written notice of the intention to do so to the other party. Such notice shall be sent to the following addresses:

Huntsville Fire & Rescue Department
Attention:

With a copy to:
City of Huntsville Legal Department
(Mailing Address) P O Box 308, 35804
(Physical Address: 305 Fountain Circle 35801
Huntsville, AL

Huntsville-Madison County Rescue Squad
PO Box 2062
Huntsville, Alabama 35804

7.0 SUCCESSORS IN INTEREST

The provisions of this MOU shall be binding upon and inure to the benefit of all parties to the MOU and any respective successors.

8.0 COMPLIANCE WITH GOVERNMENT REGULATIONS

The City and the Rescue Squad agree to comply with federal, state and local laws, codes, regulations, and ordinances applicable to the activities performed under this MOU on the City's Premises.

8.1 Immigration Law Compliance Provision.

By signing this MOU, the City and the Rescue Squad affirm, for the duration of the MOU, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the MOU and shall be responsible for all damages resulting therefrom.

9.0 RISK ALLOCATION

The Rescue Squad is aware and understands that the activities it will conduct on the City's Premises may be inherently dangerous and may expose the Rescue Squad and its employees, agents, or representatives to a variety of foreseen and unforeseen hazards and risks. The Rescue Squad acknowledges that it has considered those risks. The Rescue Squad hereby expressly and specifically assumes such risks, including any and all risk of injury, harm, loss, liability, exposure to hazardous materials, or damages that the Rescue Squad may incur as a result of its employees', agents', and representatives' participation in activities on the City's Premises, including but not limited to, injuries to the Rescue Squad's employees, or unrelated third parties on the City's Premises.

The Rescue Squad shall be responsible, at all times, for the supervision and control of its employees, agents, representatives, and guests, and their activities on the City's Premises. The Rescue Squad shall be liable for the performance, conduct and negligence of its own personnel (including employees and volunteers). The City shall not be responsible for any claims, damages or liability related to the Rescue Squad's use of the City's Premises.

The Rescue Squad understands that it is responsible for the safety of its employees, agents, and representatives while they are participating in activities sponsored by the Rescue Squad on the City's Premises. The Rescue Squad shall be responsible for any and all injuries, claims, and damages suffered by the Rescue Squad's employees, agents, and representatives while on the City's Premises or any third parties injured as a result of the Rescue Squad's activities on the City's Premises. The City shall not, under any circumstance, be responsible for any injuries, claims, or damages to the Rescue Squad's employees, agents, or representatives or any third party related to the Rescue Squad's activities on the City's Premises.

THE RESCUE SQUAD ACKNOWLEDGES THAT THE CITY IS PROVIDING THE CITY'S PREMISES "AS IS." THE RESCUE SQUAD FURTHER ACKNOWLEDGES THAT THE CITY MAKES NO WARRANTY OF ANY KIND OR NATURE, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. Any burden of inspection of the City's Premises associated with the Rescue Squad's utilization of the City's Premises is the responsibility of the Rescue Squad, and use of the Premises is an acknowledgement that the Rescue Squad has inspected the premises and deemed them safe and suitable for the purposes of this MOU. The Rescue Squad acknowledges that the City shall have no responsibility to inspect the City's Premises, before or during Rescue Squad's use of the City's Premises.

To the extent allowed by Alabama law, the Rescue Squad agrees to indemnify and hold harmless, assume liability for and defend the City, and its officers, employees, and agents from and against any and all actions, claims, liabilities, assertions of liability, losses, damages, costs, and expenses, which in any manner arise or are alleged to have arisen, from the direct or indirect acts, omissions or wrongful conduct of the Rescue Squad or its employees, agents, or representatives, in connection with Rescue Squad's activities, occupancy, or use of the City's Premises.

The Rescue Squad hereby releases absolutely, forever discharges, and covenants not to sue the City and its officers, employees, and agents, from and concerning all liability, losses, claims, demands, actions, debts, and expenses of every name and nature for personal or bodily injury (including any resulting in death) or other damages which the Rescue Squad, its employees, or a third person may sustain from whatever cause during, arising out of, or as a result of such activity by the Rescue Squad on the City's Premises or any of activity reasonably connected with the Rescue Squad's activities on the City's Premises. It is Rescue Squad's intention to include the negligence of the City's Parties within the scope of this MOU and to except, by express limitation here stated, only wanton or willful misconduct by the same. Prior to any activities being conducted on the Premises, the Rescue Squad agrees to require each of its employees or other participants to acknowledge in writing that all claims against the City's Parties are waived and to further acknowledge each participant's assumption of the risks of the activities to be undertaken.

The City shall have no responsibility for the safety and/or security of any property belonging to the Rescue Squad or the Rescue Squad's employees, agents, and representatives. The City is not responsible for any lost or stolen items while the Rescue Squad's employees, agents, and representatives are on City Premises.

The Rescue Squad understands that the City is not responsible for providing medical care or coverage for medical expenses if any Rescue Squad employee, agent, or other representative is injured while conducting activities on the City's Premises. The Rescue Squad understands that neither it, nor its employees, agents, or representatives, will be covered under any insurance

policies held by the City in the event that any Rescue Squad employee, representative, or agent is injured while on the City's Premises.

The Rescue Squad shall abide by and ensure its employees, agents, and representatives abide by all applicable City policies and all directives of the City and its employees and staff.

10.0 INSURANCE

The Rescue Squad shall obtain and maintain in effect throughout the term of this agreement, Commercial General Liability with a \$1,000,000 General Aggregate Limit and a \$500,000 Per Occurrence Limit. Such insurance shall be written on an occurrence basis. 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 except in the case of the indemnitee's or indemnitees' sole negligence. Coverage under the Licensee policy shall be written or endorsed to provide primary coverage to any other valid or collectible insurance. Any City of Huntsville coverage is noncontributory. Licensee 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

11.0 SEVERABILITY

If any provision of this MOU is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the MOU did not contain the particular provision held to be invalid.

12.0 AMENDMENTS

The terms and conditions of this MOU shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written and duly executed approval of the parties hereto.

13.0 GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of Alabama. Any claims for damages against the City by the Rescue Squad must be submitted to and approved by the Alabama State Board of Adjustment. Proper venue to enforce this MOU shall be in the Circuit Court of Madison County or the United States District Court for the Northern District of Alabama, Northeastern Division. Notwithstanding anything to the contrary, the City does not waive and specifically reserves all immunities to which it is entitled by the constitution, laws, and statutes of the United States and the State of Alabama, including, without limitation, the immunities contained within Article 1, section 14, of the Constitution of Alabama.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their authorized representatives as follows:

CITY OF HUNTSVILLE, ALABAMA

A municipal corporation

By:

Tommy Battle

Its:

Mayor

ATTEST:

Shaundrika Edwards
City Clerk

THE HUNTSVILLE-MADISON COUNTY RESCUE SQUAD

By:



David Young

Its: Director

ATTEST:

