



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/13/2025

File ID: TMP-5169

Department: Fire and Rescue

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Memorandum of Understanding between the City of Huntsville and KultureCity.

Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below) NA

Address: NA

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

Additional Comments:

RESOLUTION NO. 25- _____

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, a municipal corporation in the State of Alabama, and KultureCity, a nonprofit organization, for Sensory Inclusive Training Services, as required by the Abrams Colins Act, which said Agreement is attached hereto and identified as “Memorandum of Understanding between the City of Huntsville and KultureCity” consisting of two (2) pages and the date of February 13, 2025, 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 13th day of February, 2025.

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

APPROVED this the 13th day of February, 2025.

Mayor of the City of Huntsville,
Alabama

MEMORANDUM OF UNDERSTANDING

Between the City of Huntsville and KultureCity

PARTIES

- This Memorandum of Understanding (hereinafter referred to as the “**Agreement**”) is entered into on February 13, 2025 (the “**Effective Date**”), by and between KultureCity, with an address of 732 Montgomery Highway, PMB 392 | Vestavia Hills, AL 35216 (hereinafter referred to as “**_KultureCity_**”), and the City of Huntsville, with an address of 305 Fountain Circle SW, Huntsville, AL 35801 (hereinafter referred to as “**the city**”) (collectively referred to as the “**Parties**”).

PURPOSE

- This Agreement is entered into for the following reasons:
 1. The mission of KultureCity sensory inclusive movement is to create sensory inclusive spaces that provide universal accessibility for any person with sensory issues, to include individuals with autism, post-traumatic stress disorder, Parkinson’s, obsessive compulsive disorder, attention deficit hyperactivity disorder and others. KultureCity® creates a sensory inclusive organization which, unlike sensory friendly events, does not limit a user’s accessibility to a certain time or location.
 2. Partnership is valid for 3 years with the option to renew again after 3 years upon execution of a MOU.

RESPONSIBILITIES OF THE PARTIES

1. KultureCity to provide:
 - a. Online training, testing and certification staff
 - b. Yearly online recertification training
 - c. Access to administration portal
 - d. Ship sensory bags upon 50% trained and payment received
 - e. KultureCity® mobile app and website integration
 - f. Assistance with website content for launch and "social story"
 - g. Organization will be designated as Sensory Inclusive™ upon proof of 50% staff training completion and completion of approved social story
2. Organization will:
 - a. Train 50% of staff every other year
 - b. send social story pictures to build onto the KultureCity app

COST

3. All cost in USD THERE IS NO COST TO THE CITY

President of the City Council of the City of
Huntsville, Alabama
Date: _____

- \$1000 / year for training – covered by KultureCity
- sensory bags \$30/bag + \$3/bag packing fee - covered by Abram ColinAct

INTELLECTUAL PROPERTY

KultureCity® is the sole owner of registered trademarks and copyrighted training materials which remain the sole property of KultureCity®. During the term of this Agreement, Recipient agrees to use such intellectual property only as approved by KultureCity® and agrees to remove or return all KultureCity® branded advertising or training items immediately upon termination of the Agreement. Recipient may not use any KultureCity® signage, branding, training materials, sensory bags or KultureCity® intellectual property following termination, for any reason, of this agreement. Should Recipient fail to promptly remove or return all items, Provider shall be entitled to injunctive relief.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

KULTURECITY

CITY OF HUNTSVILLE

Name: Shawn Lim

Name: Mayor Tommy Battle

Signature: 

Signature: _____

Date: 6/13/25

Date: _____

Total # of firefighters: 460

Total # of vehicles: 70