



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 5/14/2026

**File ID:** TMP-6937

---

**Department:** Fire and Rescue

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute a Memorandum of Understanding between the City of Huntsville and NCI Meridian LLC and their sole member and manager Neighborhood Concepts, Inc.

Resolution No.

**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:** N/A

**RESOLUTION NO. 26-**

**WHEREAS**, NCI Meridian LLC, an Alabama Limited Liability Company and their sole member and manager, Neighborhood Concepts, Inc. owns a structure which is scheduled for demolition; and

**WHEREAS**, the City of Huntsville desires to utilize the structure prior to demolition for public safety training purposes.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Huntsville, Alabama, that the Mayor is authorized to execute a Memorandum of Understanding with NCI Meridian LLC and their sole member and manager Neighborhood Concepts, Inc. which authorizes Huntsville Fire and Rescue and Huntsville Police Departments to conduct training prior to the planned demolition identified as “Memorandum of Understanding between the City of Huntsville and NCI Meridian LLC and their sole member and manager Neighborhood Concepts Inc.” consisting of five (5) pages, and the date of May 14, 2026 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, 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 14<sup>th</sup> Day of May 2026.

---

President of the City Council  
City of Huntsville, Alabama

**APPROVED** this the 14<sup>th</sup> Day of May 2026.

---

Mayor  
City of Huntsville, Alabama



- C. **Scheduling.**  
Usage of the Facility will be scheduled through mutual agreement of the Parties. The designated Liaisons will coordinate with each other regarding the respective date, time, and location for each scheduled training session.
- D. **Term of Agreement.**  
The term of this Agreement shall be from May 15, 2026 until such time as the Property Owner determines the Facility is no longer available; provided, however, that either Party may terminate the Agreement by providing written notice to the other of its intention.
- E. **Rules of Facility Use.**  
The City and the Property Owner may adopt certain rules and policies regarding the use of the Facility. These rules may be updated from time to time to ensure the orderly and safe utilization of the Facility. The Parties agree to comply with the rules. Failure to follow the rules is a ground for termination of the Agreement.

#### **4.0 WORKERS' COMPENSATION**

The City agrees 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 COMPENSATION**

The Property Owner agrees that it will not receive monetary compensation for the use of the Premises in connection with this MOU.

#### **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:

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

Neighborhood Concepts  
Attn: Ms. Mary Ellen Judah  
2808 6<sup>th</sup> Street SW  
Huntsville, AL 35805

#### **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 agrees to comply with federal, state and local laws, codes, regulations, and ordinances applicable to the activities performed under this MOU on the Premises.

## **9.0 IMMIGRATION LAW COMPLIANCE PROVISION**

By signing this MOU, the City affirms, 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.

## **10.0 RISK ALLOCATION**

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

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

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

THE CITY ACKNOWLEDGES THAT THE PROPERTY OWNER IS PROVIDING THE PREMISES "AS IS." CITY FURTHER ACKNOWLEDGES THAT THE PROPERTY OWNER 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, ALL OF WHICH ARE EXPRESSLY DISCLOSED BY THE PROPERTY OWNER. Any burden of inspection of the Premises associated with City's utilization of the Premises is the responsibility of the City, and use of the Premises is an acknowledgement that City has inspected the premises and deemed them safe and suitable for the purposes of this MOU. The City acknowledges that the Property Owner shall have no responsibility to inspect the Premises, before or during City's use of the Premises.

The City does hereby releases absolutely, forever discharges, and covenants not to sue the Property Owner and its officers, employees, and agents ("The Property Owner Parties"), 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 City, its employees, or a third person may sustain from whatever cause during, arising out of, or as a result of such activity by City on the Premises or any of activity reasonably connected with the City's activities on the Premises.

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

City understands that the Property Owner is not responsible for providing medical care or coverage for medical expenses if any City employee, agent, or other representative is injured while conducting activities on the Premises. City understands that neither it, nor its employees, agents, or representatives, will be covered under any insurance policies held by the Property Owner in the event that any City employee, representative, or agent is injured while on the Premises.

**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 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. 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.

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

**NCI MERIDIAN LLC**  
an Alabama limited liability company  
By: Neighborhood Concepts Inc.  
Its: Manager and Sole Member

By: Mary Ellen Judah  
Mary Ellen Judah  
Neighborhood Concepts Inc.  
Executive Director

**ATTEST:**

Hester Williams

**NEIGHBORHOOD CONCEPTS, INC.**  
an Alabama non-profit corporation

By: Mary Ellen Judah  
Mary Ellen Judah  
Its: Executive Director

**ATTEST:**

Hester Williams