



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

3

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 6/11/2026

**File ID:** TMP-7023

---

**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 Mazda Toyota Manufacturing USA, Inc for the Use of Facilities for Public Safety Purposes.

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:**

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

**Additional Comments:** NA



**RESOLUTION NO. 26-**

**WHEREAS**, Mazda Toyota Manufacturing USA Inc. (hereinafter “Mazda Toyota”) owns a manufacturing facility located at 9000 Greenbrier Parkway NW, Madison, Alabama (hereinafter “the Premises”); and

**WHEREAS**, the City of Huntsville provides Fire and Rescue services to the Premises.

**WHEREAS**, Toyota Mazda has a staffed fire brigade.

**WHEREAS**, Toyota Mazda has a planned temporary shutdown of the Premises scheduled from July 13, 2026 to July 17, 2026.

**WHEREAS**, the City and Mazda Toyota desire to coordinate joint operational training during the planned shutdown period.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Huntsville, Alabama, that the Mayor is authorized to execute a Memorandum of Understanding with Mazda Toyota to utilize the Premises for mutually coordinated training, which said agreement is substantially in words and figures similar to that document attached hereto and identified as “Memorandum of Understanding between the City of Huntsville and Mazda Toyota Manufacturing USA, Inc. for the Use of Facilities for Public Safety Purposes” consisting of five (5) pages, and the date of March 12, 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 11<sup>th</sup> Day of June 2026.

---

President of the City Council  
City of Huntsville, Alabama

**APPROVED** this the 11<sup>th</sup> Day of June 2026.

---

Mayor  
City of Huntsville, Alabama

“Agreement between the City of Huntsville and Mazda Toyota Manufacturing USA Inc. for Use of Facilities for Public Safety Purposes.”

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is entered into this 11th day of June, 2026 by and between the City of Huntsville (hereinafter the “City”), a municipal corporation in the State of Alabama and Mazda Toyota Manufacturing USA Inc., a corporation of the State of Alabama (hereinafter “Mazda Toyota”).

### **1.0 INTRODUCTION**

WHEREAS, Mazda Toyota owns a manufacturing facility identified as the Mazda Toyota Manufacturing Premises located at 9000 Greenbrier Parkway NW, Madison, Alabama (hereinafter “the Premises”); and

WHEREAS, the City of Huntsville provides fire and rescue services to the Premises.

WHEREAS, Toyota Mazda has a staffed fire brigade.

WHEREAS, Toyota Mazda has a planned temporary shutdown of the Premises scheduled from July 13, 2026 to July 17, 2026.

WHEREAS, the City and Mazda Toyota desire to coordinate joint operational training during the planned shutdown period.

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 Mazda Toyota’s Responsibilities*

Mazda Toyota 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: Ken Brooks

#### *3.2 The City’s Responsibilities*

In support of the City’s use of the Premises, the City shall coordinate access schedules and joint training exercises with the assigned Mazda Toyota liaison, and provide the following contact liaison: Chief Norm McKelvey.

#### **4.0 WORKER'S COMPENSATION**

##### *4.1 Worker's Compensation.*

Toyota Mazda 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 COMPENSATION**

Toyota Mazda 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 the following addresses:

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

Mazda Toyota Manufacturing USA, Inc.  
9000 Greenbrier Parkway NW  
Madison, Alabama 35756

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

##### *8.1 Immigration Law Compliance Provision.*

By signing this MOU, the City and Toyota Mazda 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 damage resulting therefrom.

## **9.0 RISK ALLOCATION**

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

The Toyota Mazda 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 Toyota Mazda 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 City's use of the Premises.

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

THE CITY ACKNOWLEDGES THAT TOYOTA MAZDA IS PROVIDING THE PREMISES "AS IS." THE CITY FURTHER ACKNOWLEDGES THAT TOYOTA MAZDA 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 TOYOTA MAZDA. Any burden of inspection of the Premises associated with the City's utilization of the Premises is the responsibility of the Toyota Mazda, and use of the Premises is an acknowledgement that Toyota Mazda has inspected the premises and deemed them safe and suitable for the purposes of this MOU. Toyota Mazda acknowledges that the City shall have no responsibility to inspect the Premises, before or during the City's use of the Premises.

To the extent allowed by Alabama law, the Toyota Mazda 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 City, its employees, agents, or representatives, in connection with City's activities, occupancy, or use of the Premises.

**Toyota Mazda does 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 City, its employees, or a third person may sustain from whatever cause during, arising out of, or as a result of such activity by the City on the Premises or any of activity reasonably connected with City's activities on the Premises.** It is City's intention to include the negligence of Toyota Mazda'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 City agrees to require each of its employees or other participants to acknowledge in writing that all claims against Mazda Toyota 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 Toyota Mazda or Toyota Mazda's employees, agents, and representatives. The City is not responsible for any lost or stolen items while on the Premises.

Toyota Mazda understands that the City is not responsible for providing medical care or coverage for medical expenses if any Toyota Mazda employee, agent, or other representative is injured while conducting activities on the Premises. Toyota Mazda 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 Toyota Mazda employee, representative, or agent is injured while on the Premises.

#### **10.0 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.

#### **11.0 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.

#### **12.0 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 Mazda Toyota 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

**MAZDA TOYOTA MANUFACTURING USA, INC.**

By: \_\_\_\_\_  
tbd  
Its:

**ATTEST:**

\_\_\_\_\_