

RESOLUTION NO. 26-

WHEREAS, the City of Huntsville Fire and Rescue Department (hereinafter “HFR”), owns certain real and personal property identified as “Facilities”; and

WHEREAS, the Huntsville Utilities (hereinafter “HU”), owns certain real and personal property identified as “Facilities”; and

WHEREAS, HFR and HU agree it is mutually beneficial for operational preparedness to have access to these Facilities for 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 HU to utilize facilities 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 Huntsville Utilities” consisting of four (4) 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 12th Day of March 2026.

President of the City Council
City of Huntsville, Alabama

APPROVED this the 12th Day of March 2026.

Mayor
City of Huntsville, Alabama

“Memorandum of Understanding Between the City of Huntsville and Huntsville Utilities”

THIS MEMORANDUM OF UNDERSTANDING (the “Agreement”) is entered into this 12th day of March , 2026 , between The City of Huntsville, Alabama (“City”); and Huntsville Utilities Electric Board, Huntsville Utilities Water Board, and Huntsville Utilities Gas Board (hereinafter referred to collectively as “Huntsville Utilities” or “HU”).

I. RECITALS

WHEREAS, Huntsville Utilities and City own certain real and personal property that is suitable for certain training exercises; and

WHEREAS, HU and City agree that it is beneficial for operational preparedness to have access to these Facilities; and

WHEREAS, HU and City agree that it is cost effective to access the Facilities for training purposes; and

WHEREAS, HU and City desire to utilize these Facilities for training purposes for their respective personnel.

II. TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties hereby agree as follows:

1. **Facilities.** As used herein, “Facilities” refers to all property owned by Huntsville Utilities, all City of Huntsville Fire Stations, the City of Huntsville Confined Space Training Facility, and the City of Huntsville Fire and Rescue Training Facility.

2. **Training.** HU and City will be permitted to use mutually agreed upon Facilities on a non-exclusive basis for training purposes.

3. **Scheduling.** Usage of the Facilities will be scheduled through mutual agreement of the Parties. The Parties will coordinate with each other the respective date, time, and location for each scheduled training session. More specifically, Huntsville Utilities will coordinate with the Huntsville Fire and Rescue Division Chief of Training, and the City will coordinate with the Huntsville Utilities Water, Gas, and Electric Division Manager. The Parties shall use their best efforts to make the Facilities available as requested, but do not guarantee the availability of the Facilities for any requested date made by a Party.

4. **Term of Agreement.** The term of this Agreement shall commence upon execution by the Parties and shall continue in effect for a period of one (1) year. This Agreement shall automatically renew each year thereafter for an additional one (1) year term; provided, however, that either Party may terminate the Agreement by providing notice to the other of its intention not to renew this Agreement at least thirty-days (30) prior to expiration of any term.

5. **Rules of Facility Use.** HU and City may adopt certain rules and policies regarding the use of the Facilities. These rules may be updated from time to time to ensure the orderly and safe utilization of the Facilities. The Parties agree to comply with the rules. Failure to follow the rules is a ground for

termination of the Agreement.

6. **Facility Neat and Clean.** The Parties agree to keep the Facilities in a neat and clean condition as reasonably can be expected during use of the Facilities. At the end of each training session or use, the Parties agree to return the Facilities in as good a condition as received.

7. **Instructors.** The Parties shall utilize their own instructors for training.

8. **Liability.** The Parties agree that the Facilities are acceptable for their intended uses. Neither Party is relying upon any representations or warranties concerning the Facilities except those that may be set forth herein. City accepts sole responsibility for all accidents, damages, bodily injury, or damage to personal property occurring during City's use of HU's Facilities. Likewise, HU accepts sole responsibility for all accidents, damages, bodily injury, or damage to personal property occurring during HU's use of City's Facilities. To the extent applicable by law, and pursuant to the terms of any other agreement between the Parties:

8.1 City waives and releases all claims, suits, and causes of action against HU (including its board members, employees, officers, or agents) for any property loss, damage, or personal injury, whether real, personal or mixed, occasioned by City's activities at HU's Facilities. It shall be the City's responsibility to provide its own protection against casualty losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of HU, the City, third party, or act of nature.

8.2 HU waives and releases all claims, suits, and causes of action against City (including its council members, mayor, employees, officers, or agents) for any property loss, damage, or personal injury, whether real, personal or mixed, occasioned by HU's activities at City's Facilities. It shall be HU's responsibility to provide its own protection against casualty losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of the City, HU, third party, or act of nature.

8.3 **HU Property Damage:** City shall compensate HU for any and all damages to the Facilities and HU property occasioned by or arising from the use of HU's Facilities by the City or anyone at HU's Facilities (or other HU property as a result of the City's activities on HU's Facilities) in connection with City's use of the Facilities, ordinary wear and tear excepted.

8.4 **City Property Damage:** HU shall compensate City for any and all damages to the Facilities and City property occasioned by or arising from the use of City's Facilities by HU or anyone at City's Facilities (or other City property as a result of HU's activities on City's Facilities) in connection with HU's use of the Facilities, ordinary wear and tear excepted.

8.5 **Indemnity and Hold Harmless:** HU agrees that it will protect, save, defend, hold harmless and indemnify City, its council members, mayor, employees, volunteers, officers and agents from any and all demands, claims, judgments, or liability for loss or damage arising as a result of accidents, injuries, or other occurrences caused by HU's use of City's Facilities, (except for losses or injuries occurring as the result of the sole negligence of City), regardless of who the injured party may be.

9. **Insurance.** The Parties hereby acknowledge that the City and Huntsville Utilities are self-insured.

10. **Notices.** Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other Party shall be in writing addressed to the other Party at the addresses as follows:

TO HU:

HUNTSVILLE UTILITIES
Attention: Dawn Renee Garner
P.O. BOX 2048
HUNTSVILLE, AL 35804

CITY:

CITY OF HUNTSVILLE
Office of the City Attorney
Attention: Bruce Pitts
P.O. Box 308
Huntsville, AL 35804

or such address as may have been specified by notifying the other Party of the change of address. Notice shall be deemed served on the date of actual delivery or the first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

11. **Amendment.** No modification, termination or amendment of this Agreement may be made except by written agreement signed by both Parties hereto.

12. **Captions.** The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

13. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

15. **Additional Acts.** Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by any Party hereto, the Parties hereto agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts, deeds and assurances, which may reasonably be required to effect the purposes of this Agreement.

16. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of all Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of the provisions of this Agreement.

17. **Governing Law and Venue.** This Agreement and the rights of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Alabama, and the Parties agree that in any such action venue shall lie exclusively in Madison County, Alabama.

18. **Entire Agreement.** The entire agreement between the Parties hereto is contained in this Agreement and the exhibits hereto, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the Parties subsequent to the date hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

HUNTSVILLE UTILITIES

CITY OF HUNTSVILLE



Name

Name

COO

Title

Title