

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the City of Madison, Alabama, a municipal corporation (the “City”), and the Bradford Farms Homeowners Association, an Alabama nonprofit corporation (the “HOA”). Each of the foregoing is individually referred to herein as “Party” and collectively as the “Parties.”

1. Purpose. The purpose of this MOU is to establish the responsibilities of each Party regarding a one-time pond dredging project within the Bradford Farms subdivision intended to improve pond functionality and stormwater management (the “Project”). The Project encompasses mobilization, sediment removal from the pond, and sediment discharge.

2. Authority. The City enters into this MOU pursuant to its authority as a municipality under the laws of the State of Alabama to undertake stormwater management activities in the public interest. The HOA enters into this MOU pursuant to authority granted by its governing documents, including its Declaration of Covenants, Conditions, and Restrictions, and any applicable resolutions of its Board of Directors.

3. Term. This MOU shall become effective upon execution by authorized representatives of both Parties and shall remain in effect until completion of the agreed-upon Project scope and fulfillment of all post-Project obligations set forth herein, unless earlier terminated as provided.

4. City Responsibilities. The City's participation in this Project is strictly limited to funding the work described in the Contractor Agreement with American Sport Fish Hatchery Management Group LLC (the “Contractor”), which is attached and incorporated herein by reference (the “Project Agreement”). The City assumes no ownership, operational, or maintenance responsibility for the pond, drainage infrastructure, or any associated improvements, either during or following completion of the Project. The City shall designate a project representative solely for the purpose of coordinating with the HOA and the Contractor during the Project, and such designation shall not be construed as an assumption of any ongoing obligation with respect to the pond or its infrastructure.

5. HOA Responsibilities. The HOA agrees to coordinate contractor access to the pond and any HOA or common areas necessary for the project, and to bear responsibility for all spreading, stabilization, restoration, reseeding, landscaping, irrigation, or remediation associated with dredged material, placement areas, or contractor access outside the City's contracted scope. The HOA shall cooperate with the City and Contractor to facilitate timely and safe completion of the Project. The HOA is responsible for maintaining the pond and associated drainage infrastructure and in furtherance of this obligation, shall record a Post-Construction Stormwater Management Plan consisting of an Operation & Maintenance Agreement and an Operation & Maintenance Manual for the ongoing maintenance of stormwater facilities within the Bradford Farms subdivision.

6. Floodplain Analysis. The Parties acknowledge that the City may conduct a future floodplain analysis for the Bradford Farms area. Any such analysis is separate from this dredging project and does not guarantee a FEMA floodplain map revision or any additional drainage improvements.

7. Limitation Of Obligations. This MOU applies only to the dredging project described herein, and nothing in it shall be interpreted as creating an ongoing City maintenance obligation for the pond or drainage system, obligating the City to perform future dredging activities, obligating the City to construct additional drainage infrastructure or stormwater improvements, or constituting an admission of liability by either Party.

8. Payment. Nothing in this MOU shall obligate the City to expend funds in excess of those appropriated or authorized under the Project Agreement. Any additional work or expenditures beyond the approved scope shall require a separate written agreement executed by authorized representatives of both Parties.

9. Independent Parties. The Parties are independent entities. Nothing in this MOU shall be construed to create a partnership, joint venture, agency relationship, or employment relationship between the City and the HOA. Neither Party shall have the authority to bind or obligate the other Party in any manner.

10. Indemnification. Each Party agrees to be responsible for, and to indemnify and hold harmless the other Party from and against, any and all claims, damages, losses, costs, and expenses (including reasonable attorney's fees) arising out of or resulting from that Party's own negligent acts, omissions, or willful misconduct in connection with this MOU or the Project. Nothing herein shall be construed as a waiver of any immunity or limitation of liability available to either Party under applicable law, including the Alabama Constitution or statutes governing governmental immunity.

11. Compliance with Laws. Both Parties shall comply with all applicable federal, state, and local laws, ordinances, regulations, and permit requirements in carrying out their respective responsibilities under this MOU, including but not limited to environmental regulations governing dredging activities, sediment disposal, and stormwater management.

12. Termination. Either Party may terminate this MOU upon thirty (30) days' prior written notice to the other Party. In the event of termination, the Parties shall cooperate in good faith to address any work in progress, outstanding obligations, and the condition of the Project site. Termination shall not relieve either Party of obligations incurred prior to the effective date of termination.

13. Dispute Resolution. In the event of a dispute arising under or related to this MOU, the Parties agree to first attempt to resolve the matter through good-faith negotiation between their designated representatives. If the dispute is not resolved within thirty (30) days of written notice of the dispute, the Parties may pursue any available legal or equitable remedy. Nothing in this section shall be construed to waive any right or remedy available to either Party.

14. Notices. All notices, requests, and communications required or permitted under this MOU shall be in writing and delivered by hand or by certified mail (return receipt requested) to the addresses below:

If to the City:

City of Madison, Alabama
Attn: City Engineer
100 Hughes Road
Madison, Alabama 35758

With a copy to:

City of Madison, Alabama
Attn: City Attorney
100 Hughes Road
Madison, AL 35758

If to the HOA:

Bradford Farms Homeowners Association
Attn: Board President
PO Box 14455
Huntsville, Alabama 35815

15. Confidentiality. The Parties acknowledge that, as a municipal entity, the City is subject to the Alabama Open Records Act and other applicable public records laws. Records relating to this MOU and the Project may be subject to public disclosure. The HOA shall not disclose any non-public information provided by the City in connection with this MOU except as required by law or with prior written consent of the City.

16. Entire Agreement. This MOU constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior discussions, representations, and understandings, whether oral or written, relating to the same subject matter. This MOU does not supersede any existing easements, subdivision agreements, or other recorded instruments affecting the property.

17. Amendments. Any amendments or modifications to this MOU must be made in writing and duly executed by authorized representatives of both Parties. No oral modification of this MOU shall be effective.

18. Severability. If any provision of this MOU is found to be invalid, unenforceable, or contrary to law, such provision shall be deemed severed from this MOU, and the remaining provisions shall continue in full force and effect.

19. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Alabama. Any legal action arising under this MOU shall be brought in the courts of Madison County, Alabama.

20. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date last signed below.

FOR THE CITY:
THE CITY OF MADISON, ALABAMA
A municipal corporation.

Ranae Bartlett, Mayor

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

NOTARY CERTIFICATION

STATE OF ALABAMA)
COUNTY OF MADISON)

I, _____, the undersigned Notary Public, in and for said County, in said State, hereby certify that Ranae Bartlett and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation, on the day the same bears date.

Given under my hand and official seal this ____ day of _____, 2026.

Notary Public
My Commission Expires: _____

FOR THE HOA:
BRADFORD FARMS HOMEOWNERS
ASSOCIATION, INC.,
An Alabama corporation.

Paul Hurset, President
Board of Directors

Date: _____

NOTARY CERTIFICATION

STATE OF ALABAMA)
COUNTY OF _____)

I, _____, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Hurset, whose name as President of the Bradford Farms Homeowners Association, Inc., is signed to the foregoing instrument, and is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company, on the day the same bears date.

Given under my hand and official seal this ____ day of _____, 2026.

Notary Public
My Commission Expires: _____