



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 11/16/2023

File ID: TMP-3603

Department: Police

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Memorandum of Understanding between the City of Huntsville and Oakwood University, Inc.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: \$ 0.00

Total Cost: \$ 0.00

Special Circumstances:

Grant Funded: \$ 0.00

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:

Formal operational agreement for cooperative efforts between the Huntsville Police Department and Oakwood University. There is no money involved in this MOU.

RESOLUTION NO. 23-_____

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 a Memorandum of Understanding by and between the City of Huntsville and Oakwood University, Inc., an Alabama non-profit corporation, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Memorandum of Understanding is substantially in words and figures similar to that certain document attached hereto and identified as "Memorandum of Understanding Between the City of Huntsville, Alabama and Oakwood University, Inc." consisting of Five (5) pages, and the date of November 16, 2023 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 16th day of November, 2023.

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

APPROVED this the 16th day of November, 2023.

Mayor of the City of
Huntsville, Alabama

**Memorandum of Understanding
Between the City of Huntsville, Alabama
and Oakwood University, Inc.**

This Memorandum of Understanding (this "Agreement") is made and entered into this 16th day of November, 2023, by and between the City of Huntsville, Alabama, a municipal corporation within the State of Alabama (the "City") and Oakwood University, Inc., an Alabama non-profit corporation ("Oakwood").

WHEREAS, the City maintains and operates a police department charged with the responsibility of carrying out law enforcement duties for the City; and

WHEREAS, Oakwood maintains and operates a police department charged with the responsibility of carrying out law enforcement duties for Oakwood; and

WHEREAS, there is some overlap in the jurisdiction of the two departments, particularly regarding Oakwood's campus property; and

WHEREAS, the parties have certain common interests in the safety of students, faculty, staff, visitors, and others affiliated with Oakwood, and the citizens of the City; and

WHEREAS, the common good would be served by an agreement between the parties outlining responsibilities with respect to property owned and controlled by Oakwood, and the areas in the City contiguous or closely located to the main campus of Oakwood, having an address of 7000 Adventist Boulevard, Huntsville, Alabama 35896.

NOW THEREFORE, in consideration of the mutual promises and covenants herein set forth, and other good and sufficient consideration, it is agreed by and between the parties as follows:

I. Purpose

The purpose of this Agreement is to formalize and solidify an informal working relationship that has been longstanding between the Huntsville Police Department ("HPD") and

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

the Oakwood University Police Department ("OUPD"), formerly known as Oakwood College Security, Oakwood College Campus Safety, and Oakwood University Public Safety. The Agreement will establish an operational framework for ongoing cooperative efforts.

II. Jurisdiction

The OUPD will have primary jurisdiction for handling all law enforcement matters that do not exceed the experience and resources of the OUPD, and which are authorized by State and Federal law, as determined on a case by case basis by the OUPD. Such matters that the OUPD may have primary jurisdiction for include, but are not limited to, the cursory response and investigation of campus crimes as such as thefts, fraud, forgery, criminal mischief, assaults, disorderly conduct, possession of illegal drugs, criminal trespass, etc. Crimes that may indicate a pattern, involve multiple non-campus affiliated suspects, or may incur extensive investigation external to campus, may be referred to the HPD for assistance and co-investigation.

The HPD will have primary jurisdiction for handling law enforcement matters dealing with crimes of violence resulting in significant injury or death, including homicides, and attempted homicides; sexual assault; aggravated robbery; aggravated assault; crimes involving the use of weapons; suicides; unattended deaths; industrial accidents; an OUPD officer involved shooting; major allegation of misuse of force; or a significant internal affairs investigation where there is a need for increased objectivity, or when such an investigation may exceed the resources and experience of the OUPD. Significant injury, for purposes of this Agreement, is defined as injuries requiring hospitalization and / or emergency medical treatment. HPD's jurisdiction pursuant to this paragraph may be initiated by a written request by Oakwood or OUPD for involvement by HPD. HPD shall have full discretion as to whether it will assume said jurisdiction.

With respect to criminal events occurring off campus, even if Oakwood students and/or employees are involved, the HPD will have primary jurisdiction.

III. Mutual Assistance

In accordance with the legislation (Alabama Act 2009-739) that led to the creation of the OUPD, the OUPD shall provide assistance as requested by the HPD within the limits of the OUPD resources and experience.

The OUPD will provide traffic control at the main entrance to campus, at Wynn Drive & Adventist Blvd, and at Millennium Dr. & Adventist Blvd., for Oakwood sponsored events in and around the campus property with advance notification to the HPD. Such events may include fun runs, hikes, class walking trips to the cemetery, etc.

The HPD may provide assistance to the OUPD in situations involving special operations where the Incident Command System may be employed involving a unified command. Such special operations may include anticipated demonstrations on or near campus, and/or presence of high profile individuals and dignitaries, etc.

IV. Special Events

The OUPD will provide advance notice to HPD of all special events sponsored by Oakwood that may involve a large convocation that may impact traffic in and around campus, involve crowd control, or increase potential for criminal behavior. A written special operations plan will be provided to HPD prior to each event. Such events may include camp meeting, graduation, alumni weekend, etc.

V. Mutual Cooperation

Members of the OUPD and HPD will conduct their interactions in a professional, collegial, and respectful manner at all times. Problems or issues relating to this Agreement or interaction between the party agencies and / or their members will be addressed in a timely manner at an appropriate level of supervision.

VI. Independent Relationship

Neither party shall have the power or authority to create any obligation on behalf of the other, either expressed or implied. Neither Oakwood nor the OUPD nor any of their respective officers, employees, agents or representatives shall be responsible for the manner in which the HPD conducts its operations, and the HPD, its officers, employees, agents and representatives shall not be construed as employees, agents or representatives of Oakwood or of the OUPD for any purpose. Similarly, neither the City nor the HPD nor any of their respective officers, employees, agents, or representatives shall be responsible for the manner in which the OUPD conducts its operations, and the OUPD, its officers, employees, agents and representatives shall

not be construed as employees, agents or representatives of the City or of the HPD for any purpose.

VII. Expenses and Compensation

When OUPD or HPD provides services under this Agreement in response to a criminal incident, an emergency, or any other situation, each agrees to bear its own costs associated with such services. These costs shall include compensation costs for law enforcement and related personnel, financial obligations arising out of the injury or death of such personnel, the costs of maintaining, repairing, or replacing equipment used, etc.

Additionally, each party shall be solely liable for any and all worker's compensation benefits for personnel who are employed by them and are injured in the course and scope of performing any duties or responsibilities pursuant to this agreement.

VIII. Waiver of Claims

Each party to this Agreement waives any and all claims against the other Party to this Agreement which may arise out of their activities with respect to this Agreement.

IX. Terms of Agreement

Either party may terminate this Agreement upon 30 days written notice to the other.

X. Severability

If any provision of this Agreement shall be deemed invalid by a court of competent jurisdiction, the remainder of the Agreement, to the extent practicable shall remain in full force and effect.

XI. Other Provisions

- A. This Agreement does not confer any rights or benefits on any third party.
- B. The Agreement may be amended at any time by mutual written consent of both parties.
- C. This Agreement does not create a duty to respond when requested by either party.
- D. This Agreement constitutes the entire agreement between the parties and supersedes

any and all other agreements, either oral or written, between the parties hereto with respect to the matters addressed herein.

XII. Duplicate Originals

This Agreement is executed in two counterparts, each one of which shall be deemed an original for each party.

XIII. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and date heretofore set forth:

CITY OF HUNTSVILLE, ALABAMA

By: _____

Printed Name: Tommy Battle, Mayor

OAKWOOD UNIVERSITY, INC.

By: *Leslie N. Pollard*

Printed Name: Leslie N. Pollard, President