



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/26/2026

File ID: TMP-6555

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 John Paul II Catholic Highschool.

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:

Agreement with John Paul II Catholic Highschool to participate in the City's security camera share program coordinated through the Huntsville Police Department's NAMACC center.

RESOLUTION NO. 26-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into Memorandum of Understanding on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, by and between the City of Huntsville and the John Paul II Catholic Highschool, and 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 John Paul II Catholic Highschool," consisting of Three (3) pages, and the date of February 26, 2026 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 26th day of February, 2026.

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

APPROVED this the 26th day of February, 2026.

Mayor of the City of
Huntsville, Alabama

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF HUNTSVILLE, ALABAMA,
AND JOHN PAUL II CATHOLIC HIGHSCHOOL**

This Memorandum of Understanding (“MOU”) is entered into this ____ day of February, 2026, by and between the City of Huntsville, Alabama (“City”), a municipal corporation in the State of Alabama, by and through its police department (“HPD”), and the John Paul II Catholic Highschool (“JPII”) located at 7301 Old Madison Pike, Huntsville, AL 35806, (collectively, the “Parties”) regarding participation in the Huntsville Police Security Camera Share Program.

RECITALS

WHEREAS, HPD offers a security camera share program to citizens, businesses and governmental entities to voluntarily register their public facing or outside cameras; and

WHEREAS, JPII desires to participate in the above-mentioned security camera share program for the purpose of promoting and ensuring school security and public safety;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained in this MOU, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

A. Responsibilities of JPII:

1. JPII will provide HPD access to its video camera security system which includes public-facing cameras located on the outside of its school and interior cameras located in certain areas inside the school.
2. To the extent that JPII’s video camera security system has additional live-feed capabilities, or direct download options, JPII agrees to provide City access for the purposes described in Section B (2).
3. JPII will register the school’s video security system, including both the external and internal video cameras with HPD’s camera share program.
4. JPII agrees that HPD may contact JPII regarding criminal incidents that may have been captured by JPII’s video camera security system and request access to the school’s video security system; JPII will provide access to HPD for the purposes agreed upon herein, and as reasonably requested.

B. Responsibilities of HPD:

1. HPD will not monitor JPII’ video camera security system proactively for criminal activity.
2. HPD may access JPII’s video security system upon the occurrence of either (i) contact by HPD as described above in subsection (A)(4) or (ii) an actual or reasonably perceived threat of an incident or emergency affecting the premises of JPII, the occupants thereof, or the public area in and around JPII.
3. HPD may not access JPII’s video security system for demonstration, training, testing, or any other purpose other than as set forth herein without JPII’s express and prior written consent.

4. HPD agrees that only employees with special authorization and training may be provided JPII's log-in information and access to relevant camera footage through the City's secure and audited platform. HPD will make training materials and procedures available to JPII upon request.
 5. HPD will maintain an audit log or similar documentation of each instance of HPD's access into JPII's video security system, including time and date of access, personnel accessing, purpose, duration, and any other material details of such access, and such documentation will be made available to JPII, upon request and within a reasonable timeframe.
- C. The parties acknowledge that no contract, duty or other obligation, either expressed or implied, of law enforcement response is created as a result of this MOU or the City's Police security camera share program.
 - D. The Parties acknowledge that JPII's video security system is related to the school's operations. Accordingly, videos, images, or other data from JPII's video security system may include identifying information about minors. Any identifying image or likeness of a minor will be anonymized prior to any use or storage thereof, to the greatest extent possible under the law.
 - E. The Parties agree to keep confidential, to the greatest extent under the law, any Data it receives pursuant to this MOU. The party's obligation to maintain the confidentiality of the Data will survive the termination of the MOU.
 - F. The City has a limited, nonexclusive license to the above-described data solely for the purpose of this agreement. Any such data is not owned by City and shall remain the property of JPII. JPII is the official custodian of the data.
 - G. JPII hereby releases and holds harmless the City and HPD as well as their designated representatives, officers and personnel from any and all actions or occurrences which may result from access to the downloaded video or live video feed, where applicable, for any occurrence which may transpire in real time, or historically, at the place of capture, transmission and/or recording, except for any (a) use of JPII's video security system in violation of this agreement and (b) any misconduct by City employees accessing JPII's video security system.
 - H. The parties acknowledge and agree that HPD's use of JPII's video security system is subject to all applicable State and Federal, including those laws that govern the conduct of municipal bodies and civil officers in relation to private citizens.
 - I. The Parties expressly acknowledge that this MOU does not create or confer any rights or obligations in or upon any third person or entity. The Parties agree that there are no third-party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the Parties based upon this MOU.

- J. The parties agree that JP II may withdraw from the HPD camera share program at any time by contacting a designated HPD representative.
- K. The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities and have hereunto set their hands and seals on the day and year respectively noted.

JOHN PAUL II CATHOLIC HIGH SCHOOL

Diane M Olszewski
Witness

Date: 2/11/26

Michael C. Burke

By: Michael C. Burke
As its: President

The CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

ATTEST:

Shaundrika Edwards

Date: _____

Tommy Battle
By: Tommy Battle
As its: Mayor