



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/22/2024

File ID: TMP-3884

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 Alabama Agricultural and Mechanical University.

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 that outlines the law enforcement responsibilities between Huntsville Police Department and Alabama A&M University.

RESOLUTION NO. 24-____

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 Alabama Agricultural and Mechanical University, 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 Alabama Agricultural and Mechanical University." consisting of Six (6) pages, and the date of February 22, 2024 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 22nd day of February, 2024.

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

APPROVED this the 22nd day of February, 2024.

Mayor of the City of
Huntsville, Alabama

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF HUNTSVILLE, ALABAMA
AND
ALABAMA AGRICULTURAL AND MECHANICAL UNIVERSITY

This **Memorandum of Understanding** (MOU) is made and entered into this 22nd day of February, 2024 by and between the City of Huntsville (hereafter referred to as the City), a municipal corporation in the State of Alabama, and the Alabama Agricultural and Mechanical University, a state land-grant institution (hereafter referred to as AAMU or the University).

WITNESSETH:

WHEREAS, the City maintains a police department (hereinafter referred to as Huntsville PD or HPD) charged with the responsibility of carrying out law enforcement duties; and

WHEREAS, the University maintains a police department (hereinafter referred to as AAMU Department of Public Safety or DPS) charged with the responsibility of carrying out law enforcement duties; and

WHEREAS, there is some overlap in the jurisdiction of the two departments; and

WHEREAS, to clarify the role and duties of each police department, the Parties enter into this MOU.

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 Huntsville Police Department and Alabama A&M Department of Public Safety (AAMU DPS). The agreement will establish an operational framework for ongoing cooperative efforts.

President of the City Council
Of the City of Huntsville, AL
Date: February 22, 2024

II. JURISDICTION

The Huntsville PD and the AAMU DPS each have statutorily conferred police powers over Campus. (See Sections 16-22-1 and 2, 16-49-4, Code of Alabama, establishing the University's law enforcement and peace-keeping authority). Within the context of this concurrent jurisdiction, the University has a direct and immediate interest in the persons, property, and programs affected by criminal acts that occur on Campus.

Accordingly, except otherwise provided in this MOU, primary and initial jurisdiction over Campus-based events will be exercised by the AAMU DPS. The Huntsville PD will become involved, when requested, in a cooperative but generally supportive capacity. With respect to events occurring Off-Campus, even where University students or employees are implicated, the Huntsville PD will have primary jurisdiction.

III. MAINTAINING ORDER

The AAMU DPS will have primary responsibility for maintaining order on Campus and, when requested, the Huntsville PD will assist.

IV. EMERGENCY CALL FOR POLICE SERVICE

The AAMU DPS will respond to all emergency calls on Campus regardless of the nature of the incident. However, the Huntsville PD has a variety of equipment, technology, staffing, facilities, and other resources that far exceed the capabilities of the AAMU DPS. In the event of a major emergency impacting the campus, Huntsville PD agrees to provide AAMU DPS with support of law enforcement-related resources.

V. CRIMES AGAINST PERSONS

The Huntsville PD will respond and have primary responsibility to investigate all cases of criminal homicide occurring on campus, including murder, voluntary manslaughter, criminally negligent homicide, and vehicular homicide. The AAMU DPS shall function as the assisting agency on these types of investigations. The AAMU DPS will act as the primary investigating agency for all other crimes against persons set out in the Alabama Criminal Code and occurring on campus including the investigation of any forcible or non-forcible sex offense, such as rape, sexual misconduct, and sexual abuse.

VI. SPECIAL EVENTS

The AAMU DPS will provide advance notice to Huntsville PD of all special events sponsored by Alabama A&M University that may involve a large convocation that may impact traffic in and around campus, involve crowd control, or increased potential for criminal behavior. A written special operations plan will be provided to Huntsville PD prior to each event. Such events may include camp may include athletic events, graduation, concerts, etc.

VII. DEATH NOTIFICATION

In the event of a death occurring on Campus, responsibility for notification of next of kin will be determined as follows:

- a. Where the death is related to an event for which the Huntsville PD has the primary responsibility to investigate pursuant to Paragraph 5, the Huntsville PD staff will be responsible for notifying the deceased's next-of-kin in accordance with that department's standard operating procedures and policies. Likewise, media notification and release of the deceased's name will be the responsibility of the Huntsville PD.
- b. In the event of a natural or non-criminal death that is related to an event for which Huntsville PD does not have the primary responsibility to investigate, the AAMU DPS will be responsible for notifying the deceased's next-of-kin. Any media notifications and updates will be the responsibility of the University's Office of Public Relations. Release of the deceased's name will be the responsibility of the University.

VIII OFF-CAMPUS REQUESTS FOR SERVICE

AAMU DPS officers may respond to citizen calls for service within the jurisdictional responsibility of the Huntsville PD in areas adjacent to Campus. All such requests will be relayed or referred immediately to the Huntsville PD via telephone or radio. If the situation is resolved without the need for a written report, or there is little likelihood of future police intervention, the Huntsville PD may cancel its response. AAMU DPS officers may respond for back-up assistance upon request of the Huntsville PD. AAMU DPS officers may respond to areas adjacent to Campus to observe and/or provide assistance with incidents under investigation by the Huntsville PD whenever the case may involve University property or students.

IX PROSECUTION OF CASES

Preparation of all cases involving prosecution by the Madison County District Attorney's Office will be the responsibility of the primary department conducting the investigation. If the other department is involved, such department's cooperation and assistance with case preparation will be given.

X EVIDENCE CONTROL

The department with primary responsibility for the investigation of any incident will maintain the security and integrity of all evidence connected with that investigation.

XI TRAFFIC REGULATIONS

Both the AAMU DPS and Huntsville PD may enforce traffic regulations on city-owned streets passing through and/or immediately adjacent to the campus. The four primary streets involved are North Memorial Parkway (Stallworth Drive to Industrial Drive), Industrial Drive (North Memorial Parkway to Meridian Street) Meridian Street (Wholesale Avenue to Industrial Drive) and Chase Road (Meridian Street to Higdon Road).

XII VEHICLE ACCIDENT INVESTIGATIONS

All motor vehicle accidents occurring on non-city streets, parking lots within the jurisdiction of Alabama A&M will be investigated by AAMU DPS. The AAMU DPS will request the Huntsville PD to assume the investigation of vehicle accidents on Campus involving life threatening injuries or fatalities as well as vehicles operated by AAMU DPS officers.

XIII ARRESTS

Both the AAMU DPS and Huntsville PD may make arrest on Campus. Upon the request of the AAMU DPS, the Huntsville PD will provide support assistance.

XIV CRIME STATISTICS

The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (the "Clery Act") mandates that all institutions of higher learning in the United States annually report certain crime data to the United States Department Education. The AAMU DPS will make written request to the Huntsville PD Records Division at the beginning of each calendar year requesting the data required by the Clery Act. This request will identify the geographical locations as to which the data should be reported. The Huntsville PD agrees to make a good faith effort to provide this data within sixty (60) days of receipt of the request letter from the AAMU DPS.

XV RESPONSIBILITY FOR EXPENSES AND COMPENSATION OF EMPLOYEES

When the AAMU DPS or the Huntsville PD provide services under this MOU in response to a criminal incident, emergency, or other situation, each agrees that it shall bear its own costs associated with such services. These costs shall include, but are not limited to, compensation costs for law enforcement and related personnel, financial obligations arising out of the injury or death of such personnel injury, the cost of maintaining, repairing, or replacing equipment used, etc. Additionally, each party shall be solely liable for any and all worker's compensation benefits, to the extent required by Alabama law, for personnel who are employed by them and are injured in the course and scope of performing any duties or responsibilities pursuant to this MOU.

XVI NO DUTY TO RESPOND OR REMAIN ON SCENE

Nothing in this MOU shall be construed as creating a duty to respond when requested by either party. Nor shall it create a duty to remain at the scene of an emergency for any set length of time. Responding personnel and equipment may be removed at any time from the scene at the discretion for the ranking officer from the responding agency.

XVII GOOD FAITH COMPLIANCE

Each Party agrees to act in good faith to observe the terms of this MOU. However, nothing in this MOU is intended to require any unlawful or unauthorized act by any Party.

XVIII NO CAUSE OF ACTION

No provision of this MOU shall form the basis of a cause of action at law or equity by any Party against any other Party, nor shall any provision of this MOU form the basis of a cause of action at law or equity by any third party.

XIX AMENDMENT OR TERMINATION

This MOU may be amended at any time by written agreement of the Parties. This MOU may be terminated by either party upon thirty (30) day's written notice to the other party.

XX COUNTERPARTS

This MOU may be executed in counterparts.

This Memorandum of Understanding is executed on the day and date first above written by the undersigned respective agents.

CITY OF HUNTSVILLE, ALABAMA

By: _____

Printed Name: Tommy Battle, Mayor

ALABAMA A&M UNIVERSITY

By: *Daniel K. Wims*

Printed Name: Daniel K. Wims, President