



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 4/10/2025

**File ID:** TMP-5417

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**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 the City of Madison regarding placement of LPRs for public safety purposes.

Resolution No.

**Finance Information:**

**Account Number:** N/A

**City Cost Amount:** N/A

**Total Cost:** N/A

**Special Circumstances:**

**Grant Funded:** N/A

**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:**

N/A

**RESOLUTION NO. 25-\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, is hereby authorized to enter into a Memorandum of Understanding between the City of Huntsville and City of Madison regarding placement of LPRs for public safety purposes. 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 and the City of Madison regarding placement of LPRs for public safety purposes." consisting of three (3) pages and the date of April 10, 2025 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 10th day of April, 2025.

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

**APPROVED** this the 10th day of April, 2025.

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Mayor of the City of  
Huntsville, Alabama

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE CITY OF HUNTSVILLE, ALABAMA**  
**AND THE CITY OF MADISON, ALABAMA**

This Memorandum of Understanding ("MOU") is entered into by and between the City of Huntsville, Alabama, ("Huntsville") a municipal corporation in the State of Alabama, and the City of Madison, Alabama, ("Madison") a municipal corporation in the State of Alabama, (collectively, the "Parties") for law enforcement and public safety purposes.

**RECITALS**

**WHEREAS**, Madison Police Department is in the process of installing stationary license plate readers and cameras ("LPRs") throughout Madison, and seeks to place several LPRs along roadways that connect Huntsville and Madison, including locations within Huntsville city limits; and

**WHEREAS**, the Parties recognize that cooperation between the cities and their respective police departments is key to providing quality law enforcement services, reducing crime and improving public safety for the citizens of Madison and Huntsville.

**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. **LPRs Installation.**

1. Madison may place six (6) LPRs within Huntsville city limits on the pre-determined and pre-approved public sites and locations.
2. Three of the LPRs will be placed on poles furnished and installed in the ground by Madison's third-party vendor at the approved locations, and the remaining three LPRs will be placed on existing traffic signal poles designated by Huntsville's Traffic Engineering department.
3. Madison may add up to five (5) additional LPRs within Huntsville city limits so long as Huntsville's Director of Traffic Engineering reviews and gives written approval of the plans, locations and needed equipment specifications for the additional LPRs prior to installation.

4. The installation, maintenance and repair of Madison's LPRs will be at the sole expense of Madison.
5. Huntsville does not in any way assume the responsibility for the maintenance of the LPRs, nor the responsibility for any damage to the LPRs caused by third parties.
6. In the event that Huntsville anticipates a needed relocation, repair, or removal of any traffic pole with an LPR installed upon it, Huntsville will give Madison at least 30 days notification and the parties will determine another suitable location for the relocated LPR.
7. In the event of an emergency where the traffic pole with an LPR installed upon it is unexpectedly damaged, destroyed or downed, Huntsville will notify Madison as quickly as possible so that the parties may determine another suitable location for the LPR.

B. Access to Cameras.

1. Madison will provide Huntsville access to the above referenced LPRs' data via Huntsville police department's North Alabama Multi-Agency Crime Center ("NAMACC") for law enforcement purposes and/or public safety operations.
2. Any such data shared with Huntsville may be used by Huntsville for law enforcement and public safety purposes, to include supporting the Parties and the State of Alabama's traffic services as feasible.
3. Madison is the official custodian of any data produced via the LPRs.

C. Applicable Law. The parties shall abide by all applicable Federal, State and local laws.

D. Indemnification Provisions. Subject to the limitations on damages applicable to municipal corporations under Alabama Code Section 11-47-190, Madison shall defend, indemnify, and hold harmless Huntsville, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of or connected with, resulting from or related to the LPRs placement within the Huntsville city limits.

E. No Third-Party Beneficiaries. 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.

F. Termination. The MOU may be terminated at any time without cause by either party with thirty (30) days' written notice.

G. Electronic Signature. 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.

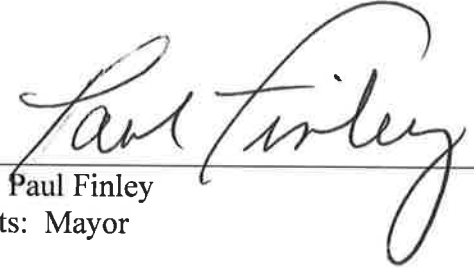
IN WITNESS WHEREOF, the Parties have caused the MOU to be executed as of  
the \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF MADISON, ALABAMA,  
A municipal corporation

Attest:

  
Lisa D. Thomas  
City Clerk - Treasurer

Witness

  
By: Paul Finley  
As its: Mayor

The CITY OF HUNTSVILLE, ALABAMA  
a municipal corporation

ATTEST:

\_\_\_\_\_  
Shaundrika Edwards

\_\_\_\_\_  
By: Tommy Battle  
As its: Mayor