



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 12/5/2024

File ID: TMP-4921

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 Providence Classical School.

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 Providence Classical School to participate in the City's security camera share program coordinated through the Huntsville Police Department's NAMACC center.

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 Providence Classical School, 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 Providence Classical School." consisting of Three (3) pages, and the date of December 5, 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 5th day of December, 2024.

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

APPROVED this the 5th day of December, 2024.

Mayor of the City of
Huntsville, Alabama

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF HUNTSVILLE, ALABAMA,
AND PROVIDENCE CLASSICAL SCHOOL**

This Memorandum of Understanding ("MOU") is entered into between the City of Huntsville, Alabama ("City"), a municipal corporation in the State of Alabama, by and through its police department ("HPD"), and the Providence Classical School ("PCS"), located at 605 Clinton Avenue, Huntsville, Alabama 35801, (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, PCS 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 PCS:

1. PCS 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 PCS's video camera security system has additional live-feed capabilities, or direct download options, PCS agrees to provide City access for the purposes described in Section B (2).
3. PCS will register the school's video security system, including both the external and internal video cameras with HPD's camera share program.
4. PCS agrees that HPD may contact PCS regarding criminal incidents that may have been captured by PCS's video camera security system and request access to the school's video security system; PCS will provide access to HPD for the purposes agreed upon herein, and as reasonably requested.

B. Responsibilities of HPD:

1. HPD will not monitor PCS' video camera security system proactively for criminal activity.
2. HPD may access PCS'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 PCS, the occupants thereof, or the public area in and around PCS.
3. HPD may not access PCS's video security system for demonstration, training, testing, or any other purpose other than as set forth herein without PCS's express and prior written consent.

4. HPD agrees that only employees with special authorization and training may be provided PCS'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 PCS upon request.
 5. HPD will maintain an audit log or similar documentation of each instance of HPD's access into PCS'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 PCS, 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 PCS's video security system is related to the school's operations. Accordingly, videos, images, or other data from PCS'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 PCS. PCS is the official custodian of the data.
 - G. PCS 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 PCS's video security system in violation of this agreement and (b) any misconduct by City employees accessing PCS's video security system.
 - H. The parties acknowledge and agree that HPD's use of PCS'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.

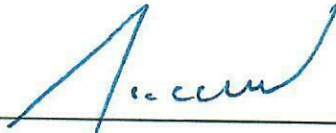
- J. The parties agree that PCS may withdraw from the HPD camera share program at any time by contacting a designated HPD representative.
- K. The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for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

IN WITNESS WHEREOF, the Parties have caused the MOU to be executed as of the 19th day of November, 2024.

PROVIDENCE CLASSICAL SCHOOL



Witness



By: James F. Hester
As its: School Board

The CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

ATTEST:

Shaundrika Edwards

By: Tommy Battle
As its: Mayor