



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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

**File ID:** TMP-4908

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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 Huntsville City Board of Education.

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. 24-\_\_\_\_**

**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 Huntsville City Board of Education 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 a "Memorandum of Understanding between the City of Huntsville and the Huntsville City Board of Education." consisting of nine (9) 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.

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

**APPROVED** this the 5th day of December, 2024.

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Mayor of the City of  
Huntsville, Alabama

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF HUNTSVILLE, ALABAMA,  
AND THE HUNTSVILLE CITY BOARD OF EDUCATION**

This Memorandum of Understanding (“MOU”) is entered into between the City of Huntsville, Alabama (the “City”), a municipal corporation in the State of Alabama, and the Huntsville City Board of Education, a political subdivision of the State of Alabama (the “Board”) (collectively, the “Parties”) for the purpose of providing a mechanism for the City, acting through the Huntsville Police Department (“HPD”), to have physical access to the Board’s school facilities and corresponding camera system access when responding to active emergency situations, as defined herein.

**RECITALS**

**WHEREAS**, the City and the Board desire to cooperate for the purpose of promoting and ensuring school and public safety in active emergency situations;

**WHEREAS**, the Board operates all public schools located in the City and has security cameras installed inside and outside of its facilities;

**WHEREAS**, HPD is a law enforcement agency having police jurisdiction in the City;

**WHEREAS**, the City, through HPD, requests access to camera footage and real-time (“live”) video feed(s) from the Board’s security cameras during active emergency situations;

**WHEREAS**, the City, through HPD, requests physical access to the Board’s facilities in order to respond to active emergency situations;

**WHEREAS**, the City and the Board recognize that the success of this MOU and their shared goal of promoting and ensuring school and public safety in active emergency situations depends on clear and effective communication, implementation of procedural safeguards, and joint training; and

**WHEREAS**, the City and the Board desire to delineate the rights and responsibilities of the Parties with respect to the Board’s provision to HPD of access to the Board’s security cameras and facilities during emergency situations.

**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. Term: Unless terminated earlier by the terms of this MOU, the term of this MOU shall be indefinite. The effective date of this MOU will be the date on which the last signatory executes the MOU.

B. Access to Security Cameras:

1. The Board will provide the City with the ability to log-in to the school system's security camera network to access relevant camera footage through a secure and audited platform at no charge. The City will provide, at no additional charge, any other equipment necessary to facilitate access to the school system's relevant camera footage through the City's secure and audited platform.
2. The City currently uses the audited FUSUS platform. During the course of this MOU, if the City needs to change systems, it may do so as long as it informs the Board and ensures that the successor system operates in a substantially similar to the FUSUS platform.
3. The Board will not withhold, alter, or prevent access to any available audio feed or audio recording of camera footage with audio capabilities provided to the City through the Board's security camera system via the City's secure and audited platform.
4. The Parties agree that HPD employees with special authorization and training may be provided log-in information and access to relevant camera footage through the City's secure and audited platform and that those authorized HPD employees will access said relevant camera footage in compliance with the "Procedures for Accessing Relevant Camera Footage Through the City's Secure and Audited Platform" contained in Section D of this Agreement.
5. Subject to the terms of Paragraph B.6, below, the City agrees that the authorized HPD employees in Paragraph B.4. may only access the relevant camera footage from the school system's security camera network through the City's secure and audited platform in the following suspected or actual emergency situations (collectively referred to as "Emergency Situation(s)"):
  - a. Active shooter situation;
  - b. Bomb threats;
  - c. Immediate threat to life, limb, or safety of occupants of the Board's facilities;
  - d. Fire or dangerous gas situation; and
  - e. Other criminal activity threatening the safety of the Board's employees, students, and invitees.
6. The Parties agree that authorized HPD employees' temporary review of the Board's security system using the City's secure and audited platform for the purpose of determining whether an Emergency Situation is occurring will not be considered a violation of this MOU.

7. This MOU does not authorize HPD to conduct general video or audio surveillance of Board property unrelated to law enforcement and safety purposes.
8. In the event of a criminal investigation into an offense that occurs on Board property or involving Board personnel or students that is not an Emergency Situation, the Parties agree to follow applicable Federal, State, and local laws. For purposes of this section, Federal law includes, without limitation, the Parties adherence to the processes required by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g and 34 CFR Part 99, as described more in Paragraph J, below.
9. The Parties agree to take appropriate administrative, technical, and physical safeguards to prevent unauthorized access to, use of, or restriction of the City's access to relevant camera footage through the City's secure and audited platform. The Party discovering such an issue will promptly notify the other party in writing of unauthorized access or restriction.
10. The City agrees to protect any network that is utilized to access relevant camera footage through the City's secure and audited platform according to commercially reasonable standards - which the City currently uses for its secure and audited platform. This includes appropriate administrative, physical, and technical safeguards to secure the network from unauthorized access, disclosure, and use. The Parties agree to evaluate and adjust security measures to account for changes in circumstances affecting the security of the network. The City will conduct periodic risk assessments to identify internal and external risk of a breach of security and remediate any identified security vulnerabilities in a timely manner and will promptly call the Board's point of contact if unauthorized access to the network occurs.

C. Limited Authority to Record Video Screen Shots or Short Video Clips: The Parties acknowledge that the City's access to relevant camera footage from the Board's security camera system via North Alabama Multi-Agency Crime Center ("NAMACC") is authorized by this MOU and is intended to be provided by the Board to the City in Emergency Situation(s). Only access to relevant camera footage through the City's secure and audited platform is authorized by this MOU. The City is permitted to make screen shots or short video clips capturing the video images that appear through camera footage to the extent necessary to assist law enforcement personnel responding to Emergency Situations.

D. Procedures for Accessing Relevant Camera Footage Through the City's Secure and Audited Platform:

1. If the City receives information regarding an Emergency Situation involving the Board's personnel, students, invitees, or facilities, and a determination is made that accessing relevant camera footage is necessary to provide assistance, such access

will occur through the City's secure and audited platform maintained at NAMACC".

2. After the Emergency Situation concludes, the City will log, and provide during the next audit or upon request, its access to relevant camera footage through the City's secure and audited platform, which shall include, at a minimum, the following information: (a) date, time, and length of access; (b) location of the security camera accessed; (c) reason for the access; (d) name of person(s) accessing the camera footage; and (e) whether any screenshots or video recordings were made.
3. During Emergency Situations, the City, through HPD, is authorized to provide other public safety entities with the same information that they obtained through the City's secure and audited platform maintained by NAMACC.
4. The City will cease its access to the camera footage provided through the City's secure and audited platform as soon as the Emergency Situation is resolved and the scene has been secured and released by HPD.

E. Data Security and Confidentiality:

1. Definition of Data: Data is defined as any photos, videos, audio, or other files that the City accesses, copies, records, downloads, transmits or otherwise utilizes from the Board's computer, cloud provider, server, or its access to relevant camera footage through the City's secure and audited platform.
2. Accessing Data: The City agrees that it will only access Data as per the terms of this MOU and in compliance with the "Procedures for Accessing Relevant Camera Footage Through the City's Secure and Audited Platform" contained in Section D of this MOU.
3. Data Confidentiality: The City agrees to keep confidential, to the greatest extent under the law, any Data it receives pursuant to this MOU. The City's obligation to maintain the confidentiality of the Data will survive the termination of the MOU.
4. Audit:
  - a. Initial Period. At the end of each of the first three months following the City's installation of the FUSUS devices for the Board's cameras, HPD will provide a report to the Board containing, at least, the information found in D.2 above for all of the Board's cameras.
  - b. Routine Audits. Following the Initial Period, the City will provide the Board no less than quarterly - unless the Parties subsequently agree to a less frequent schedule - a report containing, at least, the information found in D.2 for the time period between the provision of the last such report.

5. Data Ownership: The City has a limited, nonexclusive license to Data solely to meet the terms of this MOU. Any such Data is not owned by the City and shall remain the property of the Board. The Board is the official custodian of the Data.
6. Data Transfer or Destruction: Once the Emergency Situation that necessitated access to the Board's security camera system through the City's secure and audited platform is over, the City's access will end. Data utilized by the City may be logged as evidence and securely maintained according to applicable State and Federal laws, including any limitations pursuant to FERPA, as described more in Paragraph J, below. After the investigation, after-action review, and any prosecution are completed, and all law enforcement activities are concluded, the City will destroy any Data in its possession in a manner that utilizes proper disposal methods and follows applicable State law, Federal law, and City policies and procedures, or the City will return the records to the Board.
7. School System Floor Plans: As soon as practical after the Effective Date of this MOU and where available, the Board shall provide the City access to digital floor plans, layout, and structural design for each of Board's facilities. For facilities lacking digital plans, the Board will work with the City to provide floor plans and other structural design documents.

F. Possession and Use of Electronic Keys: The Board agrees to provide to the City a sufficient number of physical access keys ("Board's keys" or "keys"), in whatever form is consistent with the Board's current practices, for all sworn HPD personnel to have such a key. The key will allow access to the Board's facilities under the following conditions:

1. The City shall only access the Board's facilities using the Board provided key if HPD determines that doing so is necessary to address an Emergency Situation as that term is defined in this MOU.
2. The City agrees that it will keep an up-to-date and accurate log of the HPD employee responsible for the electronic key.
3. Should the City discover any loss or unauthorized use of a key provided pursuant to this MOU, it shall immediately notify the Superintendent or designee by telephone and e-mail. The City shall be responsible for the cost of replacing keys provided to it under this MOU at a rate of no more than the cost borne by the Board for a replacement key. New cards will be provided by the Board to the City for new officers, upon request, and at no charge.
4. The City agrees to conduct initial training for all HPD personnel concerning the appropriate use of the Board's keys following the execution of this agreement. Thereafter, the City agrees to conduct training on the appropriate use of the Board's keys for all new HPD personnel. Nothing herein shall limit the City from providing any other training, as determined by the City.

5. The City will return unassigned keys from the Board to the Board.
6. The Board agrees to maintain the keys provided under this MOU in working order. The Board will not disable any key provided under this MOU without notifying the City in writing prior to disabling.
7. Nothing in this MOU shall limit the City and Board from developing other procedures necessary to affect the goal of this MOU.

G. Annual Joint Training and Coordination:

1. Initial Meeting. Within 30 days of the effective date of this MOU, the Parties will meet and confer to discuss, without limitation, the following:
  - a. The plan (“Emergency Situation Coordination Plan”) for addressing Emergency Situations including the coordination of HPD’s leadership - who will be responsible for managing any Emergency Situation at one of the Board’s facilities until such Emergency Situation has been resolved - and the Board’s leadership that will retain all of their non-law enforcement authority during the pendency of Emergency Situation(s). The plan should clearly delineate the roles for each Party for any such Emergency Situation.
  - b. The plan for the City’s initial training on the MOU and any support needed from the Board.
  - c. The plan for the City’s provision of the audits required by the MOU to the Board.
  - d. The plan for the Board to provide the physical access keys required by the MOU.
  - e. The plan for the Parties to address Raptor Alerts that are not Emergency Situations, see H., below.
  - f. Any other topics necessary for the implementation of this agreement.
2. Annual Meetings. Annually, at a date and time to be set by the Parties, the Parties will meet to discuss any updates to the plans developed during the Initial Meeting or the previous Annual Meeting and any updates to: the Emergency Situation Coordination Plan; the Board’s facilities layout or floor plans; the relevant points of contact; the response to Raptor Alerts that are not Emergency Situations; and any HPD written directives. Additionally, the Parties may discuss any updates to training or any after-action or post-audit issues identified.

H. Raptor Access Alerts: The Parties agree that NAMACC will be provided Raptor Access Alerts. The Parties understand that many circumstances that cause a Raptor Access Alert would not rise to the level of an Emergency Situation, as defined in this MOU. During the Initial Meeting



and Annual Meeting, described in G.1 and G.2, above, the Parties will develop a plan for handling Raptor Alerts that do not constitute Emergency Situations (e.g., conducted addressed through the Board's Student Code of Conduct).

I. Exception to Public Disclosure as a Public Writing or Record: The Parties agree that the Board's security cameras monitor and may record images or video depicting the internal layout and structural elements of the Board's schools and facilities and are therefore excepted from the Section 36-12-40 of the Alabama Code pertaining to public inspection of public records because, among other reasons, they concern security plans, procedures, assessments, measures, or systems, and have an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare.

J. The Family and Educational Rights and Privacy Act ("FERPA"): The Parties acknowledge that HPD may view or receive, through its access of the Board's security cameras, education records as defined in FERPA, 20 U.S.C. § 1232g and its implementing regulations. The Parties further acknowledge that HPD may only receive access to any education record through the camera-sharing program under the health or safety emergency exception to FERPA. The City and HPD further agree that they will maintain the confidentiality of any such educational records in accordance with the provisions of FERPA.

K. 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.

L. Delegation of Authority: The Board has delegated authority to the Superintendent to take any actions necessary to implement and administer this MOU. The City has delegated authority to the Chief of Police to take any actions necessary to implement and administer this MOU.

M. Entirety of Agreement: This MOU incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the MOU and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this MOU that are not contained in this MOU.

N. Termination:

1. Generally. The MOU may be terminated at any time without cause by either party with sixty (60) days' written notice. However, notwithstanding the timing of any such notice, the effective date of the termination will be the sooner of the end of the current school year (for students) or the end of the current semester (for students) unless doing so would be impractical (i.e., equipment or personnel issues).

2. Immediate Termination by Board. The MOU, including access to the Board's security camera system and physical access keys provided under the MOU, may be terminated immediately by the Board if it has reason to believe that there has been any security breach, and that any person or entity has or will access its security cameras or facilities without proper authorization. However, except in exigent circumstances (i.e., access to the cameras or facilities presents a present health or safety concern to the Board's students or personnel), prior to exercising its right to immediate termination, the Board will meet with the City to discuss the breach or unauthorized access to determine whether the issue can be resolved without terminating the agreement.
3. Effect of Termination. Upon the termination of this agreement, Board will remove and return all equipment provided by City, and the City will return all electronic keys, access cards or fobs provided by Board, pursuant to this MOU within fifteen (15) business days.

O. Notice: Any notice required or permitted to be given under this MOU shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent via certified mail or reputable courier service:

For the City and HPD:  
Chief of Police  
City of Huntsville  
815 Wheeler Avenue  
Huntsville, Alabama 35801

For the Board:  
Superintendent of Huntsville City Schools<sup>1</sup>  
714 Bob Wallace Avenue  
Huntsville, Alabama 35801

P. 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.

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<sup>1</sup> The Board will be opening a new Central Office during the fall of 2025, and this address will need to be updated accordingly.

IN WITNESS WHEREOF, the Parties have caused the MOU to be executed as of  
the 20<sup>th</sup> day of November, 2024.

HUNTSVILLE CITY BOARD OF EDUCATION



Witness



By: Clarence Sutton  
As its: Superintendent

The CITY OF HUNTSVILLE, ALABAMA  
a municipal corporation

ATTEST:

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

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