



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/25/2024

File ID: TMP-4113

Department: Police

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayo to enter into a Operational Agreement between the City of Huntsville and Project Lifesaver International.

Resolution No.

Finance Information:

Account Number: 1000-41-41100-515340-00000000

City Cost Amount: \$ 1,000.00

Total Cost: \$ 1,000.00

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:

Operational Agreement to participate in the Project Lifesaver Program. Membership cost is \$1,000 and a one-time fee. No recurring costs for membership.

RESOLUTION NO. 24 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an Agreement by and between the City of Huntsville and Project Lifesaver International, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as “Project Lifesaver Active Membership Operational Agreement and Standards Between The City of Huntsville and Project Lifesaver International” consisting of six (6) pages, and the date of April 25, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and 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 25th day of April, 2024.

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

APPROVED this the 25th day of April, 2024.

Mayor of the City of
Huntsville, Alabama



Project Lifesaver®

Active Membership

Operational Agreement and Standards

Project Lifesaver Standard: *The only reason an agency should join Project Lifesaver is to utilize this program to help your community, the people in that community, and others that have the tendency to wander. This program was created with two goals in mind - to streamline search and rescue procedures and to help save lives. This program will only succeed if the agency being trained accepts ownership in this program and encourages community participation, as well as works with their local media to actively promote the program to the public. Remember, you must be hands on and know the program will not run itself once you have completed your training. You must be dedicated to helping those in your community and want to be an active participant in this program.*

1. Must be a recognized public safety organization, i.e.: police, sheriff, fire, search and rescue, VA Hospital, nursing home or assisted facility that is part of/sponsored by a public safety organization. Agency must appoint a "Program Administrator" to supervise the program.
2. **Agency or Organization Program must utilize title - Project Lifesaver, in the program name.**

President of the City Council of
the City of Huntsville, Alabama
Date: April 25, 2024

3. All personnel participating in the program as a responder must successfully complete operator training and be certified as an Electronic Search Specialist by a Project Lifesaver Instructor. Re-certification must be accomplished once every two years.
4. Personnel not trained or certified as Project Lifesaver Electronic Search Specialists are not to be allowed to operate any equipment in an actual missing persons search.
5. The parties acknowledge that Agency has been provided initial electronic equipment and program components from Project Lifesaver via a non-profit organization. Any additional electronic equipment and program components must be purchased or obtained from Project Lifesaver International.
6. All Project Lifesaver insignia, patches, decals and other identification logos or insignia must be obtained from Project Lifesaver Headquarters.
7. The Project Lifesaver Logo is a registered trademark as is the Project Lifesaver name. Based on this, agencies must submit a copy of brochures or printed matter containing these items to Project Lifesaver Headquarters for accuracy screening.
8. Personnel trained in Project Lifesaver techniques and protocols may not utilize such training knowledge to instruct anyone, unless certified as an instructor and as authorized by Project Lifesaver.
9. Instructors are only permitted to train personnel in their organization unless specifically designated by PLI as a "National Instructor" or "State Coordinator".
10. Agency Instructor certification is valid only for the Project Lifesaver Program and equipment and not for any other similar type of equipment or other business.
11. After action reports must be entered in the portal so that the information is relayed in a timely manner to Project Lifesaver International Headquarters.
12. Participating organizations agree to assist neighboring Project Lifesaver organizations upon request if manpower is available.

13. Project Lifesaver is copyrighted, thus participating organizations must display the Project Lifesaver Logo, as prescribed.
14. An Agency may drop from the program, after 1 year, end its own program and terminate this Active Membership Operation Agreement and Standards without cause by giving forty -five (45) days prior written notice of intention to terminate specifying the date of termination. Project Lifesaver program shall not be run concurrently with any other for-profit or non-profit similar program. In the event of Project Lifesaver termination, we will not be responsible for the use of equipment obtained from Project Lifesaver in a similar program, nor shall the use of training materials or procedures from Project Lifesaver be used in such program.
15. Project Lifesaver certifications and guidelines cover the Project Lifesaver Program and Equipment only. The Program has been carefully formed and the equipment has been thoroughly tested to provide only the best to our member agencies. For this reason, if any other organization or company places a non-Project Lifesaver transmitter or supplies you with any other non-Project Lifesaver equipment for use in your jurisdiction, your decision to search for any person wearing/ using a non-Project Lifesaver transmitter or your organization searches using any other non-Project Lifesaver equipment, you do so at your own risk. Project Lifesaver is not responsible or liable for any search or action in which non-Project Lifesaver equipment is utilized.
16. All training and search procedures, materials, techniques, and certifications are copyrighted through Project Lifesaver International.
17. Agencies in violation of these operating procedures and guidelines are subject to decertification removal from the Project Lifesaver program.
18. New agency training is intended for joining member agency and personnel only. Any additional agency attending a training class must have submitted a separate letter of intent, a signed operational agreement and have obtained prior approval from Project Lifesaver International to attend said training. These additional agencies must have already paid the initial start-up costs.
19. The agency will receive, in addition to items listed in sections 24 and 25, two emergency response packages. Each package consists of 1 receiver w attached antenna and carry case, 1 VDC Power Cable, 1 Headset, 1 Omni Antenna, 1 VHF Transmitter, 6 Batteries, 6 Bands, and 1 Battery Tester.

20. The cost of this lifetime membership is \$1000 with no recurring or annual membership fees.
21. **Umbrella and associate members:**
- Any agency wishing to form a group and act as the umbrella organization may do so under the following conditions:
- a) An agency may join as an associate member working underneath another agency that is joining as a full member. Associate member agencies must be located in the same jurisdiction of the full member agency only. Restrictions apply for Associate Members and prior approval from Project Lifesaver must be obtained. The agency must submit the required letter of intent, signed operational agreement and a payment of \$500 (associate member fee). If this associate member agency desires to upgrade to full member status, it must pay the remaining part of the membership model and training fees and execute new membership documents.
 - b) Associate members may be certified to operate any equipment belonging to the full member agency. If at any time the associate member agency comes into proprietary possession of all equipment belonging to the full member agency for its own use it will then be considered a full member. If this occurs an invoice will be generated for the balance of the full member membership costs and their status will be changed to a full member agency.
 - c) No one attending a training class that has not adhered to the above conditions nor has prior approval from Project Lifesaver International will receive certification.
22. Project Lifesaver agrees to indemnify and hold harmless and defend Agency and its respective officers and employees from and against all claims and suits by third parties for damages, injuries to persons, property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, either party's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of either party, its officers, employees, agents, subcontractors, licensees, or invitees.
23. The Contract shall be governed by the laws of the State of Alabama. The parties agree and consent, and waive opposition to, the exclusive jurisdiction and venue of the federal or state courts of Madison County, Alabama for all disputes arising out of or relating to this Agreement.
24. Agency will receive a two-day training course for up to 7 officers covering Alzheimer's, Autism, Down syndrome, and other related disorders. Also provided is orientation into understanding characteristics, wander behavior motivations, search techniques, complete background of the Project Lifesaver Program as well as extensive training utilizing the PLI Portal. Successful attendees will be certified as

Electronic Search Specialists. Agency will also receive a one-day Instructor Course for up to 7 attendees that completed the Basic Operator Course. Instructors will be certified to teach within its member organization to certify staff or re-certify existing staff.

- 25 Membership includes agency enrollment with the Alzheimer's Foundation of America (AFA), Technical Assistance, Program Guidance Advice, up to date information on new items, Annual Conference Benefits, Grant Opportunities, Agency Financial Services, Operator Certification and Re-certification, and eligibility for National Recognition and Awards. As a member of Project Lifesaver International (PLI), the AFA membership affords your agency all membership rights including the ability to apply for grants to support your program. To apply for these grants, your agency must be in good standing with PLI, and status will be validated prior to awarding any grant funds. Your agency information may also be subject to being published on the AFA website unless you decline approval below by checking the *do not furnish our agency information* line. This will not affect your ability to apply for grants; however, the award of any grant will allow for the agency information to be published by the AFA.

- 26 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.

_____ Agency information may be furnished to the Alzheimer's Foundation of America only to include agency name and contact information

_____ Do not furnish our agency information

Agency: City of Huntsville, Alabama:

Mayor Tommy Battle

Date

Police Chief Kirk Giles

Date

City Clerk Shaundrika Edwards

Date

815 Wheeler Avenue, Huntsville, AL 35801

Agency Address

Project Lifesaver International:

Paul Ballance

Signature of Agreement for Project Lifesaver

PAUL BALLANCE C.O.O.

Name/Title

4.8.24

Date