



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 7/11/2024

File ID: TMP-4340

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 Calhoun Community College.

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 operations agreement for cooperative efforts between the Huntsville Police Department and Calhoun Community College. There is no money involved in this MOU.

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 Calhoun Community College, 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 Calhoun Community College" consisting of Five (5) pages, and the date of July 11, 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 11th day of July, 2024.

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

APPROVED this the 11th day of July, 2024.

Mayor of the City of
Huntsville, Alabama

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF HUNTSVILLE ALABAMA
AND
CALHOUN COMMUNITY COLLEGE

This **Memorandum of Understanding** (MOU) is made and entered into this 11th day of July, 2024 by and between the City of Huntsville (hereafter referred to as the City), a municipal corporation in the State of Alabama, and the Calhoun Community College, a state land-grant institution (hereafter referred to as CCC or the College).

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 College maintains a police department (hereinafter referred to as CCC Police Department or CCC PD) 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 Calhoun Community College Police Department (CCC PD). The agreement will establish an operational framework for ongoing cooperative efforts.

II. JURISDICTION

The Huntsville PD and the CCC PD each have statutorily conferred police powers over the CCC campus (hereinafter referred to as Campus), located within the city limits of Huntsville, Alabama. (See Sections 16-22-1 and 2, Code of Alabama. establishing the College's law enforcement and peace-keeping authority). Within the context of this concurrent jurisdiction, the College has a direct and immediate interest in the persons, property, and programs affected by criminal acts that occur on Campus.

President of the City Council
of the City of Huntsville, Alabama
Date: July 11, 2024

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

III. MAINTAINING ORDER

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

IV. EMERGENCY CALL FOR POLICE SERVICE

The CCC PD 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 CCC PD. In the event of a major emergency impacting the Campus, Huntsville PD agrees to provide CCC PD 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 CCC PD shall function as the assisting agency on these types of investigations. The CCC PD 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 CCC PD will provide advance notice to Huntsville PD of all special events sponsored by Calhoun Community College that may involve a large convocation that may impact traffic in and around campus, involve crowd control, or potential for criminal behavior. A written special operations plan will be provided to Huntsville PD prior to each event. Such events 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 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 CCC PD will be responsible for notifying the deceased's next-of-kin. Any media notifications and updates will be the responsibility of the College's Office of Public Relations. Release of the deceased's name will be the responsibility of the College.

VIII. OFF-CAMPUS REQUESTS FOR SERVICE

CCC PD 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. CCC PD officers may respond for back-up assistance upon request of the Huntsville PD. CCC PD 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 College 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 CCC PD and Huntsville PD may enforce traffic regulations on city-owned streets passing through and/or immediately adjacent to the campus.

XII. VEHICLE ACCIDENT INVESTIGATIONS

All motor vehicle accidents occurring on non-city streets, parking lots within the jurisdiction of Calhoun Community College will be investigated by CCC PD. The CCC PD 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 CCC PD officers.

XIII. ARRESTS

Both the CCC PD and Huntsville PD may make arrests on Campus. Upon the request of the CCC PD, the Huntsville PD will provide support assistance.

XIV. CRIME STATISTICS

The Jeanne Clery Disclosure of 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 CCC PD 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 CCC PD.

XV. RESPONSIBILITY FOR EXPENSES AND COMPENSATION OF EMPLOYEES

When the CCC PD 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 from 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.

XI. ELECTRONIC SIGNATURES

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.

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

By: Kirk Giles

Printed Name: Kirk Giles, Chief of Police

CALHOUN COMMUNITY COLLEGE

By: Jimmy Hodges

Printed Name: Jimmy Hodges

By: Tyler Roden

Printed Name: Tyler Roden, Chief of Police