



**COUNTY COMMISSION
BALDWIN COUNTY**

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November 7, 2018

The Honorable Billy Middleton
Mayor
Town of Loxley
Post Office Box 9
Loxley, Alabama 36551
ATTN: Melissa Lawrence, Town Clerk

**RE: Tri-Party Intergovernmental Service Agreement for Housing of Prisoners at
the Baldwin County Corrections Center for the Town of Loxley**

Dear Mayor Middleton:

Please find enclosed a **fully executed copy** of the *Tri-Party Intergovernmental Service Agreement* approved during the September 18, 2018, Baldwin County Commission meeting between the Town of Loxley, the Baldwin County Sheriff's Office and the Commission for the housing of the Town of Loxley inmates at the Baldwin County Corrections Center. The *Agreement* commenced on October 1, 2018, and terminates on September 30, 2019, or upon written notification of termination by either party within the required sixty (60) day period.

If you have any questions or need further assistance, please do not hesitate to contact Sheriff Huey Hoss Mack at (251) 937-0210.

Sincerely,

ANU GARY, Administration/Records Manager
Baldwin County Commission

AG/met Item BJ4

cc: Sheriff Huey Hoss Mack
Connie Dudgeon

ENCLOSURE

STATE OF ALABAMA

COUNTY OF BALDWIN

**TRI-PARTY INTERGOVERNMENTAL
SERVICE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, THAT THIS TRI-PARTY AGREEMENT (a/k/a "Agreement") is entered into between the TOWN OF LOXLEY, ALABAMA (hereafter the "TOWN"), the BALDWIN COUNTY COMMISSION (hereafter the "COUNTY"), and the SHERIFF OF BALDWIN COUNTY, ALABAMA (hereafter the "SHERIFF"), all jointly referred to as the Parties; and

WHEREAS, the TOWN, COUNTY, and the SHERIFF are all duly organized and existing under the Constitution and laws of the State of Alabama and are all authorized under such Constitution and laws of the State to enter into this Tri-Party Agreement, to perform transactions contemplated hereby, and to perform all of their obligations under the Agreement; and

WHEREAS, the SHERIFF, as the authority in charge of the overall operation of the Baldwin County Correctional Center, has agreed to and hereby joins the furtherance of such commitments entered into by the COUNTY and TOWN.

NOW, THEREFORE, in consideration of the premises and the mutual tri-party covenants contained within this Agreement, the sufficiency whereof are hereby acknowledged, the TOWN, the COUNTY and the SHERIFF do hereby agree as follows:

ARTICLE I. Definitions

- a. "TOWN" - the Town of Loxley, Alabama.
- b. "COUNTY" - the County of Baldwin, Alabama.
- c. "SHERIFF" - the Sheriff of Baldwin County, Alabama.
- d. "Baldwin County Corrections Center" - any correctional facility that may be operated by the SHERIFF.
- e. "Baldwin County Corrections Center Medical Staff" - Those professionals/individuals employed by the SHERIFF either under contract, under the Baldwin County Sheriff's Office Personnel System, or otherwise engaged for the purposes of providing medical care to prisoners in the custody of the SHERIFF.
- f. "Emergency" or "Non-Emergency" - any situation that is determined to be such in the professional opinion of the SHERIFF or staff of the Baldwin County Sheriff's Office.
- g. "Outside Medicine" or "Outside Medical Services" - Medication and medical services provided by anyone other than the Baldwin County Correction's Center medical staff.

ARTICLE II. Services Provided

Upon request of the TOWN, the SHERIFF may house and care for prisoners arrested by the TOWN Police Department or sentenced to jail by the TOWN Court and may hold them until released by order of the TOWN Court.

ARTICLE III. Payment

The TOWN will pay the SHERIFF the appropriate daily fee for each twenty-four (24) hour period that a TOWN prisoner is housed in the Baldwin County Corrections Center. Payment will be made payable to the SHERIFF within thirty (30) days of invoicing by the SHERIFF.

For billing purposes, housing days will be considered calendar days beginning at 0001 (00:01 a.m.) and ending at 2400 (12:00 a.m.) daily. Any part of any day of incarceration of a TOWN prisoner will be counted as a full day.

ARTICLE IV. Responsibility For Prisoners

Once a prisoner is booked into the Baldwin County Corrections Center and legal custody is transferred from the TOWN to the SHERIFF, the prisoner's health, safety, and welfare becomes the responsibility of the SHERIFF until legal custody of the prisoner is transferred back to the TOWN or the prisoner is released on order of the TOWN or checked out of the Baldwin County Corrections Center in writing to a TOWN Police Officer.

TOWN will identify TOWN prisoners to jail personnel in writing on or before 9:00 a.m. each day who are scheduled for TOWN Court that day. TOWN official or Officer will check out TOWN prisoner at approximately 3:00 p.m. the day of TOWN Court and return prisoner to Baldwin County Corrections Center by approximately 4:30 p.m. the same day.

TOWN prisoners will not be released from custody of the Sheriff of Baldwin County directly from TOWN Court. If TOWN Court issues a release order as part of a hearing, the TOWN prisoner will be returned to the Baldwin County Corrections Center where they will be processed for release in accordance with the order of the TOWN Court.

TOWN will maintain accountability of and manage the incarceration of TOWN prisoners using the Baldwin County Sheriff's Office website using access passwords assigned by SHERIFF.

ARTICLE V. Medical Services

The provision of health care services for TOWN prisoners housed in the Baldwin County Corrections Center is the responsibility of the SHERIFF. The cost of all prescription medications issued to the TOWN prisoner and the cost of any medical service provided to them by anyone other than the Baldwin County Corrections Center medical staff is not covered by nor included in the agreed daily fee as set out herein, and payment for those prescription medications and outside medical services is the responsibility of the TOWN.

The TOWN prisoner provided "in-house" medical care by the Baldwin County Corrections Center will be charged a "co-pay" against their Inmate Commissary Account for each activity depending on the prescription or non-prescription medication or medical/dental service provided to them. The "co-pay" rates will be as determined by the SHERIFF and will be the same as charged other inmates. If incurred "co-pay" expenses are not paid directly by the TOWN prisoner, that expense will become the responsibility of the TOWN upon release of the TOWN Prisoner and will be above and beyond the daily fee established in Article IX appearing hereinbelow.

The SHERIFF will take the following actions to limit the TOWN's financial liability for prisoner medical services:

A. In non-emergency situations, the SHERIFF will cause the Baldwin County Corrections Center staff to inform the TOWN Police Chief or other appropriate TOWN official in writing via facsimile machine, email, or hard copy paper before providing prescription medications or outside medical services to TOWN prisoners. TOWN official will respond in writing with approval/disapproval via a like manner. Routine over-the-counter medications and medical/dental evaluations and services will be provided to the TOWN prisoner without prior notification to the TOWN.

B. In emergency situations, the SHERIFF will cause the Baldwin County Correction Center staff to inform the TOWN Police Chief or other

appropriate TOWN official of the circumstances as soon as practical after the immediate emergency has stabilized.

C. Costs associated with the provision of all prescription medications and the treatment of all pre-existing medical conditions, regardless of the severity of the condition, for TOWN prisoners will be the responsibility of the TOWN.

ARTICLE VI. Transportation

Transportation of TOWN prisoners to and from the Baldwin County Corrections Center, for any purpose and for any duration, will be the responsibility of the TOWN. Whenever a TOWN prisoner is temporarily removed from the Baldwin County Corrections Center (including hospitalizations, hearings, medical/dental/mental health appointments, etc.), security for that prisoner will be the responsibility of the TOWN.

ARTICLE VII. Emergencies

The SHERIFF may, without explanation, deny housing to any TOWN prisoner. Upon request of the SHERIFF, the TOWN will cooperate with the SHERIFF and the COUNTY to seek judicial discharge of qualifying TOWN prisoners.

During an operational emergency at the Baldwin County Corrections Center as declared by the SHERIFF, the TOWN Police Department will provide backup support to the Correctional Center staff under the terms of a law enforcement mutual aid agreement between the TOWN and the SHERIFF. If a formal law enforcement mutual aid agreement between the parties hereto does not exist, then the level of support provided by the TOWN will be that which a reasonable and prudent person would deem appropriate.

ARTICLE VIII. Bonding Activities

TOWN will provide to SHERIFF, and maintain in a current state, a list of TOWN approved Bonding Companies authorized to provide services to TOWN prisoners. Cash bonds for TOWN prisoners will not be accepted by SHERIFF. They will be accepted only by TOWN at its business location. In order for a TOWN prisoner to be released by SHERIFF on Cash bond documents, they will be signed by a TOWN official and faxed to SHERIFF. Bonding Company documents will be accepted directly by SHERIFF, and release of TOWN prisoner will be affected therefrom.

ARTICLE IX. Fees and Adjustments

The current daily fee schedule of \$55.00 per day for TOWN prisoner housing and related services as stated herein shall be effective from October 1, 2018, through September 30, 2019.

Billing address is Town of Loxley, ATTN: Melissa Lawrence P.O. Box 9, Loxley, Alabama 36551.

ARTICLE X. Assignment and Agency

The parties hereto shall not, without the express written consent of each and every other party hereto, assign, sell, transfer or otherwise convey any interest, rights or obligations provided or contained herein in whole or in part at any time.

Furthermore, nothing in this Agreement, either written or implied, shall create or give the impression that any party hereto is an agent of the other. The establishment of an agency relationship is contrary to the intentions of the parties hereto and is hereby strictly prohibited.

ARTICLE XI. Warranties And Representations

The execution and delivery of this Tri-Party Agreement have been duly authorized by all necessary actions of the governing body, and such actions are in compliance with all public bidding and other state and federal laws applicable.

This Tri-Party Agreement has been duly executed and delivered by, and constitutes the valid and binding obligation of, all parties and is enforceable against them in accordance with the respective terms contained herein.

The execution, delivery and performance of this Tri-Party Agreement shall not violate any state, federal, local law, ordinance, order, writ, injunction, decree, or regulation of any court, or conflict with any other obligation of the parties hereto.

ARTICLE XII. Duration, Term and Binding Effect

To the extent allowed by law, this Agreement will govern and be binding upon the parties hereto and will continue in effect until this Tri-Party Agreement is amended or properly altered to that effect by all parties hereto; otherwise, this Agreement shall terminate on September 30, 2018.

This Agreement shall be binding upon and shall inure to the benefit of the TOWN, the COUNTY, the SHERIFF and their respective successors.

Notwithstanding any provision within this Agreement, any party hereto may terminate this Agreement, with or without cause, with a sixty (60) day written notification to all other parties hereto.

ARTICLE XIII. Entire Agreement

This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, agreements, or representations whatsoever, whether express or implied.

ARTICLE XIV. Severability

In the event that any provision of this Agreement shall be held invalid or unenforceable by a recognized authority or any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained herein.

ARTICLE XV. Enforcement and Non Waiver

The failure of any party hereto to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this TRI-PARTY AGREEMENT shall not constitute or be construed as a waiver or relinquishment of the right of the party to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

IN WITNESS WHEREOF, TOWN has caused this TRI-PARTY INTERGOVERNMENTAL SERVICE AGREEMENT to be executed by its duly authorized officer and representative, the COUNTY has caused this Agreement to be executed by its duly authorized officer and representative, and the SHERIFF has caused the Agreement to be executed by its duly authorized officer and representative, and the Agreement is deemed to be dated on the 10th day of November, 2018.

BALDWIN COUNTY SHERIFF'S OFFICE
"SHERIFF"

TOWN OF LOXLEY, ALABAMA
"TOWN"

By: [Signature]
Hoss Mack
Sheriff, Baldwin County

By: [Signature]
Billy Middleton
Mayor, Town of Loxley

Huey

ATTEST:

ATTEST:

By: [Signature]
Charles D. Jones
As: Chief Deputy

By: [Signature]
Melissa Lawrence
As: Town Clerk/Treasurer

BALDWIN COUNTY, ALABAMA
"COUNTY"

By: [Signature]
Frank Burt, Jr
Chairman, Baldwin County Commission

ATTEST:

By: [Signature]
Ronald J. Cink,
County Administrator/Budget Director

