



**COUNTY COMMISSION
BALDWIN COUNTY**

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Bay Minette, Alabama 36507
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Anu Gary
Administrative Services Manager
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(251) 580-2564

Monica English
Assistant Administrative Services Manager
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(251) 580-1696

September 22, 2020

Ms. Kim Koniar, Mayor
Town of Magnolia Springs
Post Office Box 890
Magnolia Springs, Alabama 36555

RE: Law Enforcement Services for the Town of Magnolia Springs, Alabama

Dear Mayor Koniar:

Please find enclosed a **fully executed copy** of the *Contract for Law Enforcement Services* approved during the September 1, 2020, Baldwin County Commission meeting between the Baldwin County Commission and the Town of Magnolia Springs and the Baldwin County Sheriff's Office for the provision of law enforcement protection to the Town of Magnolia Springs, Alabama. The *Contract* will commence October 1, 2020, and terminate September 30, 2021.

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

Sincerely,

MONICA ENGLISH
Assistant Administrative Services Manager
Baldwin County Commission

ME/vk Item BJ2

cc: Sheriff Huey Hoss Mack
Connie Dudgeon

ENCLOSURE(S)

STATE OF ALABAMA)

COUNTY OF BALDWIN)

CONTRACT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into by the Town of Magnolia Springs, Alabama, a municipal corporation organized under the laws of the State of Alabama, hereinafter referred to as "Municipality"; Huey Hoss Mack as Sheriff of Baldwin County, Alabama, solely in his official capacity as Sheriff, hereinafter referred to as "Sheriff"; and the Baldwin County Commission, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama, hereinafter referred to as "County", and is effective the date last executed below:

WHEREAS, Act 07-256 of the 2007 Alabama Legislature provides that the County may contract to provide law enforcement services to a municipality within its boundaries; and such Act also allows the Sheriff and his duly commissioned deputies to enforce laws within the corporate limits and police jurisdiction of the municipality including, without limitation, municipal ordinances, and the arrest or citation of any offenders as if the Sheriff and his deputies were duly constituted police officers of the municipality; and

WHEREAS, Municipality is a municipality within the boundaries of Baldwin County, Alabama, and wishes to enhance law enforcement services within its entire lawful jurisdiction, including without limitation, that area of land within the municipal boundaries of Municipality in addition to an area outside of the limits of Municipality and within the municipal police jurisdiction; and

WHEREAS, Municipality desires to provide an enhanced level of competent law enforcement service in conjunction and in harmony with its fiscal policies of sound, economical management; and

WHEREAS, Municipality desires and has requested that the Sheriff furnish law enforcement protection to Municipality and its inhabitants and citizens and perform any and all necessary and appropriate functions, actions, and responsibilities for law enforcement within Municipality to the extent herein provided; and

WHEREAS, Act 07-256 of the 2007 Alabama Legislature provides to the Baldwin County Commission, as the governing body of Baldwin County, the authority to both agree upon the sufficiency of the sums provided by the Municipality, for the subject police services, and to consent and approve of this Agreement; and

WHEREAS, the Baldwin County Commission, as the governing body of Baldwin County, concurs with and supports the plan and program set out in this Agreement; and

WHEREAS, in seeking this support from the County, the Municipality agrees to protect the County from any liability associated with or assumed by the County as a result of the subject support and approval; and

WHEREAS, the Sheriff is an independent, constitutional officer of the State of Alabama; and

WHEREAS, it is further the desire of Municipality that responsibility for law enforcement within Municipality be performed by the Sheriff under the terms of this Agreement, and to the extent such activity is consistent with law.

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the Agreement, the parties hereto do hereby covenant, contract, and agree as follows:

1. **Recitals Included:** The recitations set forth above are incorporated herein by reference in their entirety.

2. **Authority to Act:** Municipality does hereby vest in the Sheriff of Baldwin County including each sworn officer and deputy of the Sheriff, who from time to time may be assigned under this Agreement, the police powers of Municipality which are necessary to implement and carry forth the services, duties, and responsibilities hereby imposed upon the Sheriff. The Sheriff and any officers of the Sheriff are hereby vested, without limitation, with the power to enforce the ordinances of Municipality, to make arrests incident to the enforcement thereof, and to do such other things and perform such other acts as are necessary with respect thereto.

3. **Enforcement of Laws:** The Sheriff shall, to the extent allowed by law, enforce Federal, State and local laws applicable within the jurisdiction of the Municipality. The deputies provided under this Agreement by the Sheriff will have a general familiarity with the code of ordinances of Municipality, and Municipality will provide adequate copies of books of ordinances of Municipality for this purpose at no cost to the Sheriff.

4. **Purpose:** The purpose of this Agreement shall be to provide Municipality and the citizens represented by Municipality with enhanced law enforcement by and through the Sheriff.

5. **Term:** This Agreement shall take effect on October 1, 2020 and extend until September 30, 2021. Any party may terminate this Agreement without cause or further liability to the other, except as to the indemnification provided herein, upon ninety (90) days written notice to the other parties to this Agreement. Said notice shall be deemed delivered when a copy is delivered to the other parties and receipt therefore signed by the other parties. Notwithstanding this provision, nothing herein written shall bind the Office of Sheriff or the County beyond the current term of office of the currently elected Sheriff. In the event that the terms herein written in any way conflict with the dates associated with the Sheriff's term of office, then this Agreement

shall become void, without any liability therefore, immediately upon the request of either the Sheriff or the County.

6. **Notice:** Notices required to be given hereunder shall be given to the following persons:

- (a) Sheriff of Baldwin County, AL
310 Hand Ave.
Bay Minette, AL 36507;
- (b) Baldwin County Commission
c/o Chairman
312 Courthouse Square
Bay Minette, AL 36507
- (c) Kim Koniar, Mayor
Town of Magnolia Springs
PO Box 890
Magnolia Springs, AL 36555

7. **Payment by Municipality:** In consideration of the agreements made herein, Municipality shall pay to the Baldwin County Sheriff's Office \$5,875.00 per month for the duration of this Agreement. This amount shall be due by the 10th day of each month. These amounts reflect the complete cost to the County and the Sheriff for the anticipated services of one Deputy Sheriff including, but not limited to, any reasonable overtime necessary for the deputy to perform law enforcement services. Said overtime must be with the Sheriff's consent unless the existing circumstances make consent impractical or unreasonable. The Sheriff may provide extra personnel, assuming availability, upon the request by Municipality at an hourly rate of \$32.00, billable and payable as of time of regular billing period. Nothing in this section shall prevent the Sheriff and Municipality from agreeing to overtime compensation for the deputy for special events, occasions or other circumstances deemed appropriate by both parties; however, any such agreement shall not bind the County in any way and specifically not to any additional costs or liabilities therefore. In the event that any costs or compensation are agreed upon between the Sheriff and Municipality, which are not specifically listed within this Agreement, then such costs and liabilities will be considered as extraordinary events and not deemed to create any ongoing or expansion of liability; furthermore, the Municipality agrees to indemnify and hold the County harmless for any such added costs and liabilities related to the same.

8. **Provision of Services by the County:** The County is hereby acting in approval and agreement of the sufficiency of the funds as provided by the Municipality for the anticipated services. Notwithstanding this approval, however, the County in no way guarantees that said sum will continue to be sufficient for services rendered by the Sheriff. The Parties further agree that this Agreement in no way binds the County to provide, without limitation, any additional funds, equipment, facilities, resources, as to include but not limited to, patrol vehicles, insurance,

benefits, necessary or unnecessary equipment for safety, investigative, management, supervisory, and dispatching needs. In the event that the funds provided by the Municipality are determined by the Sheriff to no longer be sufficient to fund the service levels provided or to fulfill the expected duties described herein, the County shall in no way be bound to provide or make up any such shortfalls associated therewith.

9. **Provision of Services by the Sheriff:** The Sheriff agrees to enhance law enforcement services within the jurisdiction of the Municipality. The Sheriff anticipates providing one deputy with patrol vehicle and necessary equipment for a total of forty (40) hours during each full calendar week during which this Agreement is in effect. Each week must conform to the Sheriff's Office established shift schedule that now exists or as established by the Sheriff's Office from time to time hereafter. The Sheriff anticipates, without guarantee, that the Deputy will be present within the municipal jurisdiction in shifts of eight (8) consecutive hours; provided, however, the Sheriff, in his best judgment, after consultation with the Mayor and the Municipal Council, may approve any combination of hours or shifts as he determines to be appropriate. In addition, during an emergency situation, as determined by the Sheriff, and when such determined emergency situation is located outside the jurisdiction of Municipality, the Sheriff may reassign any particular deputy, from the municipal jurisdiction to a different location, and for the amount of time necessary, concerning such determined emergency. Municipality will either receive a financial credit or an in-kind credit for the deputy's time if his reassignment to said emergency overlaps with his shift for the Municipality.

The Sheriff will maintain the right to review, evaluate, and require changes to service charges and rates provided for herein, on an annual basis. In the event that such requirements are not agreed upon by the Municipality and the County, then the Sheriff has the option to adjust or terminate all or part of the provided services as provided for herein, but any change in service levels must first be noticed to both the Municipality and the County.

10. **Station:** The Municipality may provide, at no cost to the Sheriff, a mutually agreed upon suitable space for a sheriff's station located within the Municipality. If said station is provided, the Municipality shall be responsible for the payment of utilities, excluding telephone services, and any and all maintenance and cleaning services. The purpose of said station space is to provide assigned deputies a central and/or suitable location for effective law enforcement services to the Municipality and its citizens therein.

11. **Personnel:** Notwithstanding anything herein to the contrary, the Sheriff retains the complete and sole authority concerning, without limitation, the direction, hiring, training, assignment, discipline, and dismissal of any Deputy Sheriff, including any other officer acting on behalf of the Sheriff, in the performance of services under this Agreement. Any deputy or officer performing services under this Agreement shall do so in accordance with his duties as an employee of the Sheriff and consistent with all training and direction from the Sheriff. The Municipality does hereby reserve the right and the Sheriff does hereby acquiesce in Municipality's right to request that the Sheriff transfer such personnel who, in the determination of Municipality, fail to perform in a manner consistent with the standards contemplated herein.

Such determination to transfer personnel shall, however, be made at the sole discretion of the Sheriff.

12. **Arrests, Crimes, Fines and Forfeitures:** Arrests and criminal charges for violation of municipal ordinances are to include, without limitation, uniform traffic citations and all prosecutions, therefore. Such arrests and criminal charges shall be returnable to and in the jurisdiction of the Magnolia Springs Municipal Court, if the Municipality staffs and maintains such a court system and the Municipality elects to have such actions prosecuted therein; otherwise, such charges will be returnable to and prosecuted in the District Court of Baldwin County. All fines and forfeitures rendered in any court as a result of such charges made by the contract deputy within the municipal limits and its police jurisdiction shall be distributed to the Municipality as provided by the laws of the State of Alabama and the rules of the District and Circuit Courts of Baldwin County.

13. **Municipal Law Enforcement Policy:** The Sheriff may confer with the Municipality regarding law enforcement problems within the Municipality and may consider general policy direction from the Municipality. Such consideration may include direction concerning how its services are delivered, and to what geographic area of the Municipality a particular type or level of service should be delivered in order to counteract law enforcement problems within the Municipality. In the event that a concern arises over the general policy direction of the Municipality, the Sheriff may meet and confer with the Municipality on policy matters regarding the delivery of such services and attempt to resolve any dispute or misunderstanding between them. The deputy or deputies assigned under this Agreement, however, shall, at all times, remain under the singular and exclusive control of the Sheriff. They shall not be controlled by, nor shall they be under the authority of, the Municipality, and nothing in this Agreement shall be construed to give Municipality the right of control over the deputy or the deputy's time. At no time shall the Sheriff or any of his deputies be deemed to hold any municipal office of the Municipality; however, nothing in this Agreement shall preclude the Municipality, if it ever so deems necessary, from appointing its own Chief of Police and police officers.

14. **Sheriff's Status:** Nothing in this Agreement shall be deemed to make the Sheriff or any of his deputies an agent, servant, or employee of Municipality, or to otherwise diminish the power and authority vested in the Sheriff and his sworn officers, as officials of the State of Alabama. The Sheriff, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the Sheriff and his sworn officers.

15. **Liability of Municipality and Sheriff:** Neither the Sheriff nor the County will defend or pay any judgment against the Municipality arising out of any act or omission or alleged act or omission of the Sheriff or any deputy, law enforcement personnel, or any other employees of the Sheriff performing services under this Agreement. The Municipality shall maintain separate liability insurance which names the Baldwin County Commission, as the governing body of Baldwin County, Alabama and the Sheriff of Baldwin County as additionally insured parties. All suits and claims against deputies and the Sheriff that may be filed from time

to time hereunder shall be handled by the Sheriff in accordance with normal procedures. The Sheriff may defend such lawsuits or claims against the deputies. Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County, the Municipality and the Sheriff or in any way diminish any immunity, absolute or qualified, to which the County, the Sheriff and Municipality are otherwise entitled by law.

16. **Indemnification:** To the fullest extent allowed by law, Municipality shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (for purposes of this Section 16 referred to collectively as "COUNTY") and the Baldwin County Sheriff's Office, the Sheriff and their affiliates, employees, agents, officers, deputies and representative's (for purposes of this Section 16 referred to collectively as "Sheriff") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon the County or Sheriff, as a result of any acts or omissions by the Municipality, Sheriff or County within the scope and under the terms of this agreement. This indemnification shall survive the expiration or termination of this Agreement. Nothing in this Agreement shall be construed as waiving the limitations on municipal liability under Alabama law.

17. **Severability:** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the same shall be severed from this Agreement, and the remainder of this Agreement shall continue in full force and effect.

18. **Entire Agreement:** This Agreement reflects the full and complete understanding of the parties to it and may be modified or amended only by a document in writing executed by all the parties hereto and executed with the same formality of this Agreement.

19. **State Law Applicable:** This Contract shall be construed under and in accordance with the laws of the State of Alabama, and venue shall lie in Baldwin County, Alabama.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives.

ATTEST:

Anthony E. Lowery 10/19/20
Anthony E. Lowery / Date
Chief Deputy

Baldwin County Sheriff

Huey Boss Mack 8/19/20
Huey Boss Mack / Date
Sheriff Baldwin County, AL

ATTEST:

Wayne Dyess 9/14/20
Wayne Dyess, / Date
County Administrator

Baldwin County Commission

Billie Jo Underwood 9/14/20
By: Billie Jo Underwood / Date
Chairman



ATTEST:

Jenny Opal White 9/18/2020
Jenny Opal White / Date
Town Clerk

Town of Magnolia Springs

Kim Koniar 9/18/2020
By: Kim Koniar / Date
Mayor

