



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. JAMES E. BALL
2. MATTHEW P. MCKENZIE
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

May 16, 2023

The Honorable David Wilson, Mayor
Town of Summerdale
502 West Lee Avenue
Summerdale, Alabama 36580

RE: Sheriff's Office - Contract for Law Enforcement Services for Town of Summerdale

Dear Mayor Wilson:

The Baldwin County Commission, during its regularly scheduled meeting held on May 16, 2023, approved the *Contract for Law Enforcement Services* between the Baldwin County Commission, the Town of Summerdale, and the Baldwin County Sheriff's Office for the provision of law enforcement protection to the Town of Summerdale, Alabama. The *Agreement* commenced on May 1, 2023, and will terminate December 31, 2023.

Any party may terminate this *Agreement* without cause or further liability to the other, except as to the indemnification provided herein, upon thirty (30) days written notice to the other parties to this *Agreement*.

Enclosed is a **fully executed copy** of the *Agreement* for your files.

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

Sincerely,

CHARLES F. GRUBER, Chairman
Baldwin County Commission

CG/clc Item CJ2

cc: Sheriff Huey Hoss Mack
Chief Deputy Anthony Lowery
Major Tony Nolf
Kim Kelly

ENCLOSURE(S)

STATE OF ALABAMA)

COUNTY OF BALDWIN)

CONTRACT FOR LAW ENFORCEMENT SERVICES

WITNESS THIS AGREEMENT made and entered into by the Town of Summerdale, 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 Baldwin County, Alabama, a political subdivision of the State of Alabama, hereinafter referred to as "County":

WHEREAS, Act 07-256 of the 2007 Alabama Legislature provides that Baldwin County may contract to provide law enforcement services to a municipality within its boundaries; and such Act also allows the enforcement by the Sheriff and his duly commissioned deputies of 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 enhanced law enforcement services within its entire lawful jurisdiction, to include 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 Baldwin County Sheriff's Office.
5. **Term:** The term of this Agreement shall be from May 1st, 2023, to December 31st, 2023. Any party may terminate this Agreement without cause or further liability to the other, except as to the indemnification provided herein, upon thirty (30) days written notice to the other parties to this Agreement. 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 without further action by 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
320 N. Hoyle Ave.
Bay Minette, AL 36507;
- b) Town of Summerdale
Mayor David Wilson
502 W. Lee Ave
Summerdale, AL 36580

7. **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, including but not limited to, patrol vehicles, insurance, benefits, necessary or unnecessary equipment for safety, investigative, management, supervisory, and dispatching needs. In the event 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.

8. **Provision of Services by the Sheriff:** The Sheriff agrees to enhance law enforcement services within the jurisdiction of the Municipality.

9. **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 Baldwin County Sheriff's Office 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.

10. **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 ~~City of Orange Beach~~ ^{Town of Summerdale} 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.

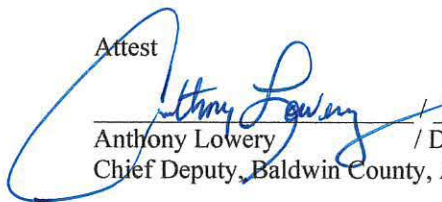
All fines and forfeitures rendered in any court as a result of such charges made by the contract deputy, within the municipal limits and its police jurisdiction shall be distributed to the Municipality as provided by the laws of the State of Alabama and the rules of the District and Circuit Courts of Baldwin County.

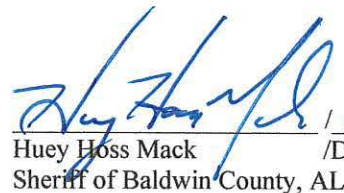
11. **Municipal Law Enforcement Policy:** The Sheriff may confer with the Municipality regarding law enforcement problems within the Municipality and may consider general policy direction from the Municipality. Such consideration may include direction concerning how its services are delivered, and to 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.
12. **Sheriffs 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.
13. **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, as law enforcement personnel, or any other employees of the Sheriff performing services under this Agreement. 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.

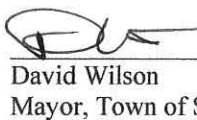
14. **Indemnification:** Municipality shall indemnify, defend, and hold County and its affiliates, employees, agents, and representatives (collectively "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorney fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of any acts or omissions by the Sheriff within the scope and under the terms of this agreement. This indemnification shall survive the expiration of this Agreement. Nothing in this Agreement shall be construed as waiving the limitations on municipal liability under Alabama law.
15. **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.
16. **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.
17. **State Law Applicable:** This Contract shall be construed under and in accordance with the laws of the State of Alabama. All obligations of the parties created hereunder are performable in Baldwin County, Alabama, and venue shall exclusively lie with those courts.

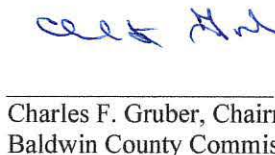
IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives.

Attest

 / 05/03/2023
Anthony Lowery / Date
Chief Deputy, Baldwin County, AL

 / 5/3/2023
Huey Hoss Mack / Date
Sheriff of Baldwin County, AL

 / 05/09/2023
David Wilson / Date
Mayor, Town of Summerdale, AL

 / 05/16/2023
Charles F. Gruber, Chairman / Date
Baldwin County Commission

