

STATE OF ALABAMA)

COUNTY OF BALDWIN)

CONTRACT FOR LAW ENFORCEMENT SERVICES

This Agreement made and entered into by the City of Orange Beach, an Alabama class 8 municipality, hereinafter “the 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 “the County”, as follows:

Recitals

1. Alabama Code section 45-2-236 (1975) 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.
2. The 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 the Municipality in addition to an area outside of the limits of the Municipality and within the municipal police jurisdiction.
3. The 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.
4. The Municipality desires and has requested that the Sheriff furnish law enforcement protection to the Municipality and its inhabitants and citizens, and perform any and all necessary and appropriate functions, actions, and responsibilities for law enforcement within the Municipality to the extent herein provided. The Municipality agrees to reimburse the Sheriff for the cost of law enforcement services provided under this agreement.
5. 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 of police services, and to consent and approve of this Agreement.
6. The Baldwin County Commission, as the governing body of Baldwin County, concurs and supports the plan and program set out in this Agreement.

7. 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.
8. The Sheriff is an independent, constitutional officer of the State of Alabama.
9. It is further the desire of the Municipality that the responsibility for law enforcement within the 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 foregoing and of the mutual promises contained herein, the parties hereto do hereby covenant, contract and agree as follows:

1. Authority to Act. The 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 the 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 the 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.
2. 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 the Municipality, and the Municipality will provide adequate copies of books of ordinances of the Municipality for this purpose at no cost to the Sheriff.
3. Purpose. The purpose of this Agreement shall be to provide the Municipality and the citizens represented by the Municipality with enhanced law enforcement by and through the Baldwin County Sheriff's Office.
4. Term. This Agreement shall take effect on and after its execution by the parties and extend through December 31, 2024. 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. 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 the 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.

5. Notices. Notices required to be given hereunder shall be given to the following persons:

Sheriff of Baldwin County, Alabama
310 Hand Avenue
Bay Minette, Alabama 36507

City of Orange Beach
Attn: City Clerk
Post Office Box 458
Orange Beach, Alabama 36561

With a required copy to the City Attorney
Post Office Box 458
Orange Beach, Alabama 36561

6. 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.
7. Provision of Services by the Sheriff. The Sheriff agrees to provide enhanced law enforcement services within the jurisdiction of the Municipality.
8. Personnel. Notwithstanding anything hereto 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 Department and consistent with all training and direction from the Sheriff. The Municipality does hereby reserve the right and the Sheriff does hereby acquiesce in the Municipality's right to request that the Sheriff transfer such personnel who, in the determination of the 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.
9. Arrests, Crimes, Finds 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 Municipality and its Municipal Court, if 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.

10. 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 the Municipality the right of control over the deputy or the deputy's time.
11. 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 the 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 an independent contractor status shall not diminish the power and authority vested in the Sheriff and his sworn officers.
12. Liability of the Municipality and the 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 the Municipality are otherwise entitled to the law.
13. Indemnification. The Municipality shall indemnify, defend and hold the County and its affiliates, employees, agents, and representatives harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs and expenses including, without limitation, attorneys' 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 the 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.

14. 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.

15. 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.

16. State Law Applicable. This Agreement 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 the venue shall 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:

Date

Huey Hoss Mack
Sheriff, Baldwin County, Alabama Date

ATTEST:

Renee Eberly, City Clerk Date

Tony Kennon
Mayor, City of Orange Beach, Alabama Date