

RESOLUTION NO. 13-54

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDMENT TO THE CONTRACT FOR ENHANCED LAW ENFORCEMENT SERVICES BETWEEN THE CITY OF PINSON AND THE SHERIFF OF JEFFERSON COUNTY**

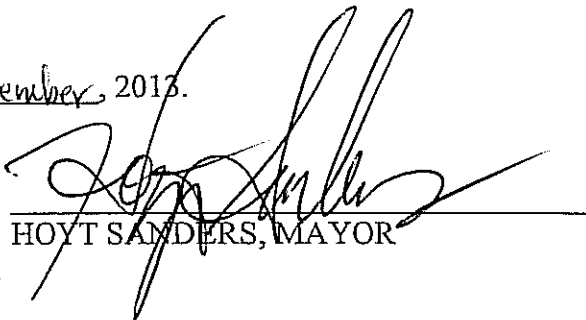
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WHEREAS, the City Council previously resolved to improve law enforcement services in the City of Pinson by utilizing the enhanced law enforcement program available through the Jefferson County Sheriff's Office;

WHEREAS, the City Council finds that continuing this agreement is in the best interest of the City; and

**THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PINSON, ALABAMA** on November 7, 2013 at 7 p.m., that the Mayor is directed and authorized to enter into a fourth amendment to the contract for enhanced law enforcement services previously entered into between the City of Pinson and the Sheriff of Jefferson County, Alabama, dated \_\_\_\_\_ attached hereto as Exhibit A.

ADOPTED this the 7th day of November, 2013.

  
HOYT SANDERS, MAYOR

ATTEST:

Maria L. Turner, CITY CLERK/TREASURER

CERTIFICATION OF CITY CLERK/TREASURER

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, Maria L. Turner, City Clerk/Treasurer of the City of Pinson, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Pinson, Alabama, on the 7<sup>th</sup> day of Nov, 2013.

Witness my hand and seal of office this 7<sup>th</sup> day of November, 2013

Maria L. Turner, City Clerk/Treasurer

## FOURTH AMENDMENT TO CONTRACT

This is the fourth amendment to the contract for enhanced law enforcement services previously entered into between the City of Pinson, a municipal corporation organized under the laws of the State of Alabama (the "City") and Mike Hale as Sheriff of Jefferson County, Alabama (the "Sheriff") and dated November 13, 2009 (the "Contract", attached hereto). The Contract was also the subject of two prior amendments, dated October 21, 2010, October 1, 2011, and October 1, 2012, between these same parties. The effective date of this "Fourth Amendment to Contract" shall be October 1, 2013.

### WITNESSETH:

**WHEREAS**, the City desires to further amend and extend the Contract;

**WHEREAS**, the Sheriff desires to further amend and extend the Contract;

**NOW, THEREFORE**, in consideration of the above, the parties hereto hereby agree as follows:

The Contract is hereby further amended as follows:

6. **TERM.** This Agreement initially took effect on December 1, 2009. Its term is now extended until November 30, 2014, unless terminated in accord with the provisions hereof. Any party may terminate this Agreement without cause or further liability to the other, except as to the indemnification provided herein, upon written notice to the other parties to this Agreement, said written notice to be given not less than ninety (90) days prior to the requested termination date. Said notice shall be deemed delivered when a copy is delivered to the other parties hereto and a receipt thereof signed by the other parties.
  
24. **EQUIPMENT.** From time to time, the Sheriff, upon the City's consent, may place various equipment and/or vehicles with the City pursuant to this Section 24. In such event, the City may use such equipment and/or vehicles in connection with any and all business and operations of the City, including business and operations that may relate to or have an impact on counter-drug and counter-terrorism activities. All regular and routine maintenance and services during the equipment/vehicle's use by the City, necessary for its proper use and operation, including but not limited to obtaining license plates and insurance (where applicable), shall be the City's responsibility and shall be at the City's expense. The City shall exercise reasonable care of the equipment/vehicles, and the City may (but is not obligated to) provide for repairs or improvements to the equipment/vehicle, above and beyond normal and routine maintenance and services. The City will not obtain title ownership of the equipment and/or vehicles placed with the City under this Section 24, and will return such property to the Sheriff upon five (5) days advance notice.

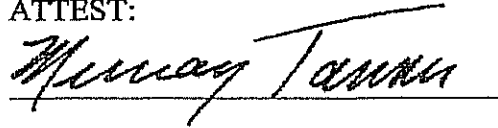
All of the other terms and conditions of the Contract shall remain the same.

Agreed upon and signed this 9<sup>th</sup> day of October, 2013.

JEFFERSON COUNTY SHERIFF

By:   
Mike Hale, Sheriff

ATTEST:



CITY OF PINSON

By: \_\_\_\_\_  
Hoyt Sanders, Mayor

ATTEST:

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