

RESOLUTION NO. 24-03

A RESOLUTION CONCERNING AN AGREEMENT WITH
THE JEFFERSON COUNTY SHERIFF

WHEREAS, the City Council has continually worked 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 wishes to extend those efforts by entering into a new *Agreement for Enhanced Law Enforcement Services* with the Sheriff; and

WHEREAS, the City Council finds that this contract is in the best interest of the City.

THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PINSON, ALABAMA on ~~March~~ ^{April} 4, 2024 at 7:00 p.m., that the Mayor is directed and authorized to enter into the *Agreement for Enhanced Law Enforcement Services* between the City of Pinson and the Sheriff of Jefferson County, Alabama, in the form substantially as shown in Attachment 1 hereto and incorporated herein by reference. The Mayor is further authorized to carry out the terms of such agreement, and to execute such other and additional documents that may be necessary and/or required in order to facilitate the transaction described herein.

ADOPTED this the 4th day of April, 2024.

ATTEST:


MARIE TURNER, CITY CLERK/TREASURER


JOE COCHRAN, MAYOR

AGREEMENT FOR ENHANCED LAW ENFORCEMENT SERVICES
(EFFECTIVE FEBRUARY 1, 2024)

This **AGREEMENT FOR ENHANCED LAW ENFORCEMENT SERVICES** (hereinafter the "Agreement") is made and entered into by and between the City of Pinson, a municipal corporation organized under the laws of the State of Alabama (the "City"), and Mark Pettway, in his official capacity as Sheriff of Jefferson County, Alabama (the "Sheriff") (the City and the Sheriff shall sometimes be referred to herein separately as a "party," and collectively as the "parties").

WITNESSETH:

WHEREAS, the City is desirous of receiving a high level of competent law enforcement service in conjunction and in harmony with its fiscal policies of sound, economical management; and

WHEREAS, the City has requested that the Sheriff furnish enhanced law enforcement protection to its inhabitants and citizens; and

WHEREAS, the City desires that the Sheriff furnish enhanced law enforcement protection on a scheduled basis and duly perform any and all necessary and appropriate functions, actions, and responsibilities for law enforcement within the City; and

WHEREAS, the City desires to retain its ability to determine whether enhanced law enforcement services shall be provided by a City police department, by agreement with another law enforcement agency, or otherwise; and

WHEREAS, this Agreement for provision of enhanced law enforcement services is not intended by the parties, nor shall it be interpreted to be, a transfer, consolidation, or merger within the meaning of those terms for constitutional or statutory purposes, for pension purposes, or for any other purpose whatsoever, and it is the intention of the parties that this Agreement shall at all times be interpreted to be in harmony with the intention of the parties that no transfer, consolidation, or merger shall be accomplished by the terms of this Agreement in any respect whatsoever, and the parties shall interpret and administer this Agreement to that end; and

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

WHEREAS, it is further the desire of the City that responsibility for enhanced law enforcement within the City be performed by the Sheriff under the terms of this Agreement, and to the extent such activity is consistent with law and with the City's municipal purposes;

WHEREAS, the Parties desire to make this effective as of February 1, 2024 to memorialize the dedication, commitment and services rendered since the Effective Date;

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

1. **PAYMENT BY CITY.** In consideration of the promises made herein by the Sheriff to the City, the City shall pay to the miscellaneous funds of Jefferson County Sheriff's Office the sum of \$ 29,673.62 per month for eight (8) months ending on September 30, 2024. The monthly amount reflects the cost to the Sheriff of the anticipated provision of the services of the deputy sheriffs and their necessary equipment and vehicles. The total amount reflects the cost to the Sheriff of the anticipated provision of the services of **three (3) deputy sheriffs** and the necessary equipment and vehicles to provide the services. Payments for services provided in the previous month are due on or before the 15th day of each month so long as this Agreement remains in effect. All checks made payable to the Jefferson County Sheriff's Office with attention to Melissa Allen in Finance.

2. **PROVISION OF SERVICE BY THE SHERIFF.** The Sheriff agrees to enhance law enforcement services in the City. The Sheriff shall provide **three (3) deputy sheriffs**, subject to the schedule below, with patrol vehicles and equipment for a total of forty (40) hours per deputy for each week that this Agreement is in effect. **The Sheriff anticipates that these services shall be provided by one (1) deputy sheriff during the ten-hour day shift, between 6:00am and 4:00pm on Mondays, Tuesdays, Wednesdays and Thursday, and two (2) deputy sheriffs during the eight-hour evening shift, between 2:00pm and 10:00pm on Tuesdays, Wednesdays and Thursday.** The Sheriff anticipates that these deputies will be present within the City limit for the daily shift as set forth above; provided, however, the shifts themselves may or may not be consecutive, as the Sheriff, in his best judgment, determines is appropriate to enhance law enforcement in the City, except under emergency circumstances when backup assistance may be required by other deputy sheriffs or municipal law enforcement officers. These services are to be completely paid for by the consideration paid by the City under the terms of this Agreement, which said consideration is completely separate and in addition to any and all ad valorem taxes and any other revenues paid by or received on behalf of the citizens represented by the City to the County. In recognition thereof, the Sheriff shall continue to have the obligation to provide normal services to the citizens of the City to the same degree that such services are provided to the rest of Jefferson County, and the City is not to be charged extra for those normal services.

3. **ENFORCEMENT OF LAWS.** The Sheriff shall enforce all state laws and county ordinances applicable within the City. The deputies provided under this Agreement by the Sheriff will have a general familiarity with the code of ordinances of the City and the City will provide adequate copies of books of ordinances of the City for this purpose at no cost to the Sheriff to review and determine if the city ordinances are enforceable under state and/or county law.

4. **PROVISION OF SERVICES.** The Sheriff shall provide each deputy who provides service under this Agreement with a patrol vehicle and all other necessary or appropriate equipment. Deputies assigned to work by the Sheriff within the boundaries of the City shall operate out of the Pinson Sheriff's Station. The responsibility of purchasing, maintaining, and repairing equipment used under this Agreement shall be borne by the Sheriff.

5. **VEHICLES AND EQUIPMENT.** Title in and ownership of the vehicles purchased to perform enhanced law enforcement, and any equipment affixed thereto, shall be

in the name of Jefferson County. Title in and ownership of any equipment purchased by the City for use by the Sheriff during the term of this agreement shall be in the name of the City.

6. **TERM.** This Agreement shall be deemed effective as of February 1, 2023 and continue until September 30, 2024, 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.

7. **PERSONNEL.** Nothing in this Agreement confers on anyone but the Sheriff the authority to be responsible for the hiring, training, assignment, discipline and dismissal of deputy sheriffs performing services under this Agreement. The City does hereby reserve the right and the Sheriff does hereby acquiesce in the City's right to reasonably request that the Sheriff transfer such personnel who, in the determination of the City, fail to perform in a manner consistent with the standards contemplated herein. Personnel assigned to City pursuant to the terms of this Agreement shall receive appropriate orientation regarding the special characteristics and needs of City. Training shall include familiarization (but not enforcement) with City municipal codes, key City staff and City departments that will interact with Sheriff personnel.

8. **AUTHORITY TO ACT.** The City does hereby vest in each sworn officer of the Sheriff, who from time to time may be assigned under this Agreement, to the extent allowed by law, the police powers of the City which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the Sheriff hereby, for the limited purpose of giving official and lawful status and validity to the performance therefor by such sworn officers. Such sworn officers of the Sheriff are hereby vested with the power to enforce the ordinances of the City if deemed appropriate under state and/or county law, 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.

9. **CITY LAW ENFORCEMENT POLICY.** The Sheriff shall confer with the City regarding law enforcement problems within the City and shall implement general policy direction from the City on how its services are delivered and to what area of the City a particular type or level of service should be delivered to counteract law enforcement problems within the City. In the event that a concern arises over the implementation of a general policy direction of the City, the Sheriff and/or the Sheriff's Liaison Officer, as defined herein below, will meet and confer with the City on policy matters regarding the delivery of such services to resolve any dispute or misunderstanding between them. The deputies assigned under this Agreement shall, at all times, remain under the singular control of the Sheriff. They shall not be controlled by, nor shall they be under the authority of, the City. At no time shall the Sheriff or any of his deputies be deemed to hold any municipal office of the City provided, however, nothing in this Agreement shall preclude the City from appointing its own chief of police and police officers.

10. FINES AND FORFEITURES. All fines and forfeitures rendered in any court as a result of charges made by the Sheriff within the City limits shall be distributed to the City as provided by the laws of the State of Alabama and the rules of the District and Circuit Courts.

11. RECORDS. The Sheriff shall maintain Uniform Crime Reporting records regarding crimes committed within the City, and these records shall include the number and type of crimes committed, the number of arrests made for each type of crime, and the age and sex of those arrested ("Crime Reports"), along with the Vehicle Crash Reports for the Alabama Law Enforcement Agency prepared when responding to accidents ("Crash Reports"). The Sheriff, and/or the Sheriff's Liaison Officer, as defined herein below, shall provide a weekly report to the Mayor of the City with a summary of all Crime Reports and Crash Reports from the prior week by event type and maintain a dispatch log with respect to calls for assistance. The dispatch log and weekly report shall include, but may not be limited to, the nature of the call, listing of injuries or fatalities, the time a call is received, the time a call is dispatched, the deputy's arrival time, the time the assignment is Completed, and the location of the incident.

12. SOVEREIGN IMMUNITY. The City and the Sheriff hereto agree that nothing contained herein shall in any way waive the sovereign immunity that any of them enjoy presently, separately or jointly, under the Constitution and statutes of the State of Alabama. The parties agree that the City's determination to obtain enhanced law enforcement services by contract is an exercise of the legislative planning function of the City and that at no time will the City exercise any operational control over the activities of any employee of the Sheriff, nor shall it perform or undertake any acts that are over and above a planning-level function with regard to the administration of this Agreement.

13. LIAISON. The Sheriff agrees to make available to the City a specific member or members of his supervisory staff (hereinafter referred to as "Liaison Officer") who shall be available twenty-four (24) hours per day to act as liaison between the City and the Sheriff. That the Sheriff shall designate the Liaison Officer by Name and Rank. The Liaison Officer and the City shall meet and confer with each other on a regularly scheduled basis to discuss the administration of this Agreement. The Liaison Officer shall, upon request of the City, be present at City meetings for discussion of the provision of police services within the City, for budget preparation purposes, or for any other purpose as the City shall request from time to time. The Sheriff or the Liaison Officer shall be responsible for submitting appropriate staffing or information to the City as is necessary for it to conduct its business. Any request for the presence of the Sheriff or the Liaison Officer, or for the production of any information or staffing, shall be communicated solely through the Mayor of the City.

14. NO PLEDGE OF AD VALOREM TAXES. The parties agree that this Agreement is not intended to constitute a general indebtedness of the City within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the Sheriff shall never have the right to require or compel the exercise of ad valorem taxing power of the City or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement. It is further agreed between the parties that this Agreement and any funds called for to be paid hereunder shall not constitute a

lien upon any real or personal property of the City or any part thereof, and that the obligation for monetary payments called for and to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the budgetary discretion of the City.

15. SUBSTATION LOCATIONS. The City will provide to the Sheriff, at no cost to him, office space within the City, the location and size of which to be mutually agreed upon in the future, for the purpose of allowing deputy sheriffs assigned to the City to have office space available for their needs for the purpose of fulfilling the terms of this Agreement.

16. 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 City, or to otherwise diminish the power and authority vested in the Sheriff and his sworn officers, as officials of the State of Alabama.

17. NOTICE. Notice as required to be given hereunder shall be given to the following persons:

- A. The Sheriff of Jefferson County
2200 Reverend Abraham Woods Jr. Blvd.
Birmingham, Alabama 35203
(205) 325-5700
- B. The City of Pinson
Mayor Joe Cochran
P.O. Box 1599
Pinson, Alabama 35048-0020

18. THIRD PARTIES. In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action or damage claimed against any of the parties to this Agreement.

19. LIABILITY OF THE CITY AND SHERIFF/ INDEMNIFICATION. To the extent allowed under Alabama law, the City of Pinson, Alabama shall unconditionally defend, hold harmless, and indemnify the Sheriff, including any of the Sheriff's officials, employees and agents, from and against any and all liabilities, losses, expenses, and claims which concern the validity of this Agreement, the authority of the City with respect to this Agreement, and the validity of any ordinance of the City, and the Sheriff will not defend or pay any judgment related to the same. The Sheriff shall unconditionally defend, hold harmless, and indemnify the City, and its officials, employees and agents, from and against any and all liabilities, losses, expenses, and claims which arise out of or are related to the actions of the Sheriff, any of his deputies, and the enhanced law enforcement protection discussed in this Agreement, and the City will not defend or pay any judgment related to the same. The City shall maintain separate liability insurance. Lawsuits 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. Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the City and the Sheriff.

20. 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.

21. NON-ASSIGNABILITY. The Sheriff shall not assign or delegate the obligations, responsibilities, or benefits imposed hereby or contained herein to any third party or in any manner contract for the provision of the services required to be performed herein by a third party without the express written consent of the City at a public meeting.

22. 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 the Agreement, and the remainder of the Agreement shall continue in full force and effect.

23. LEGAL AUTHORITY. This Agreement at all times shall be construed consistently with the constitutional and statutory limitations of the State of Alabama. The duties and responsibilities set forth in this Agreement to be performed by the parties shall be performed in a manner that is constitutionally permissible and all portions of this Agreement shall be interpreted and administered by the parties accordingly. This Agreement shall be interpreted and administered in such a manner that it will not constitute a transfer, merger or consolidation as those terms are used in the Constitution of the State of Alabama or in any statute of the State of Alabama and as is further set forth in the recitations of this Agreement.

{Signature Page Following}

IN WITNESS THEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives this ____ day of March, 2024.

JEFFERSON COUNTY SHERIFF

By: _____
Mark Pettway, SHERIFF

ATTEST:

CITY OF PINSON

By: Joe Cochran
Joe Cochran, Its Mayor

ATTEST:

Marie Turner