

STATE OF ALABAMA

COUNTY OF BALDWIN

**TRI-PARTY INTERGOVERNMENTAL
SERVICE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, THAT THIS TRI-PARTY AGREEMENT (a/k/a "Agreement") is entered into between the CITY OF BAY MINETTE, ALABAMA (hereafter the "CITY"), the BALDWIN COUNTY COMMISSION (hereafter the "COUNTY"), and the SHERIFF OF BALDWIN COUNTY, ALABAMA (hereafter the "SHERIFF"), all jointly referred to as the Parties; and

WHEREAS, the CITY, COUNTY, and the SHERIFF are all duly organized and existing under the Constitution and laws of the State of Alabama and are all authorized under such Constitution and laws of the State to enter into this Tri-Party Agreement, to perform transactions contemplated hereby, and to perform all of their obligations under the Agreement; and

WHEREAS, the SHERIFF, as the authority in charge of the overall operation of the Baldwin County Correctional Center, has agreed to and hereby joins the furtherance of such commitments entered into by the COUNTY and CITY.

NOW, THEREFORE, in consideration of the premises and the mutual tri-party covenants contained within this Agreement, the sufficiency whereof are hereby acknowledged, the CITY, the COUNTY and the SHERIFF do hereby agree as follows:

ARTICLE I. Definitions

- a. "CITY" - the City of Bay Minette, Alabama.
- b. "COUNTY" - the County of Baldwin, Alabama.
- c. "SHERIFF" - the Sheriff of Baldwin County, Alabama.
- d. "Baldwin County Corrections Center" - any correctional facility that may be operated by the SHERIFF.
- e. "Baldwin County Corrections Center Medical Staff" - Those professionals/individuals employed by the SHERIFF either under contract, under the Baldwin County Sheriff's Office Personnel System, or otherwise engaged for the purposes of providing medical care to prisoners in the custody of the SHERIFF.
- f. "Emergency" or "Non-Emergency" - any situation that is determined to be such in the professional opinion of the SHERIFF or staff of the Baldwin County Sheriff's Office.
- g. "Outside Medicine" or "Outside Medical Services" - Medication and medical services provided by anyone other than the Baldwin County Correction's Center medical staff.

ARTICLE II. Services Provided

Upon request of the CITY, the SHERIFF may house and care for prisoners arrested by the CITY Police Department or sentenced to jail by the CITY Court and may hold them until released by order of the CITY Court.

ARTICLE III. Payment

The CITY will pay the SHERIFF the appropriate daily fee for each twenty-four (24) hour period that a CITY prisoner is housed in the Baldwin County Corrections Center. Payment will be made payable to the SHERIFF within thirty (30) days of invoicing by the SHERIFF.

For billing purposes, housing days will be considered calendar days beginning at 0001 (00:01 a.m.) and ending at 2400 (12:00 a.m.) daily. Any part of any day of incarceration of a CITY prisoner will be counted as a full day.

ARTICLE IV. Responsibility For Prisoners

Once a prisoner is booked into the Baldwin County Corrections Center and legal custody is transferred from the CITY to the SHERIFF, the prisoner's health, safety, and welfare becomes the responsibility of the SHERIFF until legal custody of the prisoner is transferred back to the CITY or the prisoner is released on order of the CITY or checked out of the Baldwin County Corrections Center in writing to a CITY Police Officer.

CITY will identify CITY prisoners to jail personnel in writing on or before 9:00 a.m. each day who are scheduled for CITY Court that day. CITY official or Officer will check out CITY prisoner at approximately 3:00 p.m. the day of CITY Court and return prisoner to Baldwin County Corrections Center by approximately 4:30 p.m. the same day.

CITY prisoners will not be released from custody of the Sheriff of Baldwin County directly from CITY Court. If CITY Court issues a release order as part of a hearing, the CITY prisoner will be returned to the Baldwin County Corrections Center where they will be processed for release in accordance with the order of the CITY Court.

CITY will maintain accountability of and manage the incarceration of CITY prisoners using the Baldwin County Sheriff's Office website using access passwords assigned by SHERIFF.

ARTICLE V. Medical Services

The provision of health care services for CITY prisoners housed in the Baldwin County Corrections Center is the responsibility of the SHERIFF. The cost of all prescription medications issued to the CITY prisoner and the cost of any medical service provided to them by anyone other than the Baldwin County Corrections Center medical staff is not covered by nor included in the agreed daily fee as set out herein, and payment for those prescription medications and outside medical services is the responsibility of the CITY.

The CITY prisoner provided "in-house" medical care by the Baldwin County Corrections Center will be charged a "co-pay" against their Inmate Commissary Account for each activity depending on the prescription or non-prescription medication or medical/dental service provided to them. The "co-pay" rates will be as determined by the SHERIFF and will be the same as charged other inmates. If incurred "co-pay" expenses are not paid directly by the CITY prisoner, that expense will become the responsibility of the CITY upon release of the CITY Prisoner and will be above and beyond the daily fee established in Article IX appearing hereinbelow.

The SHERIFF will take the following actions to limit the CITY's financial liability for prisoner medical services:

A. In non-emergency situations, the SHERIFF will cause the Baldwin County Corrections Center staff to inform the CITY Police Chief or other appropriate CITY official in writing via facsimile machine, email, or hard copy paper before providing prescription medications or outside medical services to CITY prisoners. CITY official will respond in writing with approval/disapproval via a like manner. Routine over-the-counter medications and medical/dental evaluations and services will be provided to the CITY prisoner without prior notification to the CITY.

B. In emergency situations, the SHERIFF will cause the Baldwin County Correction Center staff to inform the CITY Police Chief or other

appropriate CITY official of the circumstances as soon as practical after the immediate emergency has stabilized.

C. Costs associated with the provision of all prescription medications and the treatment of all pre-existing medical conditions, regardless of the severity of the condition, for CITY prisoners will be the responsibility of the CITY.

ARTICLE VI. Transportation

Transportation of CITY prisoners to and from the Baldwin County Corrections Center, for any purpose and for any duration, will be the responsibility of the CITY. Whenever a CITY prisoner is temporarily removed from the Baldwin County Corrections Center (including hospitalizations, hearings, medical/dental/mental health appointments, etc.), security for that prisoner will be the responsibility of the CITY.

ARTICLE VII. Emergencies

The SHERIFF may, without explanation, deny housing to any CITY prisoner. Upon request of the SHERIFF, the CITY will cooperate with the SHERIFF and the COUNTY to seek judicial discharge of qualifying CITY prisoners.

During an operational emergency at the Baldwin County Corrections Center as declared by the SHERIFF, the CITY Police Department will provide backup support to the Correctional Center staff under the terms of a law enforcement mutual aid agreement between the CITY and the SHERIFF. If a formal law enforcement mutual aid agreement between the parties hereto does not exist, then the level of support provided by the CITY will be that which a reasonable and prudent person would deem appropriate.

ARTICLE VIII. Bonding Activities

CITY will provide to SHERIFF, and maintain in a current state, a list of CITY approved Bonding Companies authorized to provide services to CITY prisoners. Cash bonds for CITY prisoners will not be accepted by SHERIFF. They will be accepted only by CITY at its business location. In order for a CITY prisoner to be released by SHERIFF on Cash bond documents, they will be signed by a CITY official and faxed to SHERIFF. Bonding Company documents will be accepted directly by SHERIFF, and release of CITY prisoner will be affected therefrom.

ARTICLE IX. Fees and Adjustments

The current daily fee schedule of \$55.00 per day for CITY prisoner housing and related services as stated herein shall be effective from October 1, 2020, through September 30, 2021.

Billing address is City of Bay Minette, ATTN: Kim Curry, 301 D'Olive Street, Bay Minette, Alabama 36507.

ARTICLE X. Assignment and Agency

The parties hereto shall not, without the express written consent of each and every other party hereto, assign, sell, transfer or otherwise convey any interest, rights or obligations provided or contained herein in whole or in part at any time.

Furthermore, nothing in this Agreement, either written or implied, shall create or give the impression that any party hereto is an agent of the other. The establishment of an agency relationship is contrary to the intentions of the parties hereto and is hereby strictly prohibited.

ARTICLE XI. Warranties And Representations

The execution and delivery of this Tri-Party Agreement have been duly authorized by all necessary actions of the governing body, and such actions are in compliance with all public bidding and other state and federal laws applicable.

This Tri-Party Agreement has been duly executed and delivered by, and constitutes the valid and binding obligation of, all parties and is enforceable against them in accordance with the respective terms contained herein.

The execution, delivery and performance of this Tri-Party Agreement shall not violate any state, federal, local law, ordinance, order, writ, injunction, decree, or regulation of any court, or conflict with any other obligation of the parties hereto.

ARTICLE XII. Duration, Term and Binding Effect

To the extent allowed by law, this Agreement will govern and be binding upon the parties hereto and will continue in effect until this Tri-Party Agreement is amended or properly altered to that effect by all parties hereto; otherwise, this Agreement shall terminate on September 30, 2021.

This Agreement shall be binding upon and shall inure to the benefit of the CITY, the COUNTY, the SHERIFF and their respective successors.

Notwithstanding any provision within this Agreement, any party hereto may terminate this Agreement, with or without cause, with a sixty (60) day written notification to all other parties hereto.

ARTICLE XIII. Entire Agreement

This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, agreements, or representations whatsoever, whether express or implied.

ARTICLE XIV. Severability

In the event that any provision of this Agreement shall be held invalid or unenforceable by a recognized authority or any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained herein.

ARTICLE XV. Enforcement and Non Waiver

The failure of any party hereto to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this TRI-PARTY AGREEMENT shall not constitute or be construed as a waiver or relinquishment of the right of the party to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

IN WITNESS WHEREOF, CITY has caused this TRI-PARTY INTERGOVERNMENTAL SERVICE AGREEMENT to be executed by its duly authorized officer and representative, the COUNTY has caused this Agreement to be executed by its duly authorized officer and representative, and the SHERIFF has caused the Agreement to be executed by its duly authorized officer and representative, and the Agreement is deemed to be dated on the _____ day of _____, 2020.

BALDWIN COUNTY SHERIFF'S OFFICE
"SHERIFF"

CITY OF BAY MINETTE, ALABAMA
"CITY"

By: _____
Huey Hoss Mack
Sheriff, Baldwin County

By: _____
Robert Wills
Mayor, City of Bay Minette

ATTEST:

ATTEST:

By: _____
Anthony E. Lowery
As: Chief Deputy

By: _____
Rita Diedrich
As: City Clerk/Treasurer

BALDWIN COUNTY, ALABAMA
"COUNTY"

By: _____
Billie Jo Underwood
Chairman, Baldwin County Commission

ATTEST:

By: _____
Wayne Dyess,
County Administrator