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AL TOLBERT
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DAVID WILSON

MARK D. RYAN
General Counsel

911 Telecommunicator Circle
Robertsdale, AL 36567
251-947-3911

STATE OF ALABAMA
BALDWIN COUNTY

DISPATCH AGREEMENT

This Agreement is made and entered into pursuant to the authority set forth in Sections 11-91-1 *et seq.*, and Sections 11-102-1 *et seq.*, Code of Alabama, 1975 as amended. This Agreement is by and between the Baldwin County Commission (hereinafter referred to as Commission), the Baldwin County Coroner's Office, Baldwin County, Alabama (hereinafter referred to as Coroner) and the Baldwin County Emergency Communication District (hereinafter referred to as E 911).

WHEREAS, the parties to this Agreement have determined that the most efficient and practical manner of providing dispatch to Coroner's Office is through the joint and cooperative efforts of all parties; and

WHEREAS, E 911 has agreed to facilitate the general dispatch needs of Coroner, subject to the terms of this Agreement for a period of 5 years for a reasonable cost as agreed upon by the parties hereto and the costs to be paid by Coroner.

NOW, THEREFORE, in consideration of the mutual benefit to the parties, the parties agree as follows:

EFFECTIVE DATE AND TERM OF AGREEMENT

1. This Agreement shall become effective upon its approval by the Commission such approval to be in the form of a duly enacted resolution and execution by the Commission and approved by the Board of Directors of E 911 and executed by its Director.
2. The initial term of this Agreement shall be for a period of 5 years from its effective date. This Agreement does not contain a renewal provision, and a new agreement must be executed within 6 months of expiration of this Agreement.

OBLIGATIONS OF E 911

1. E 911 will hire, train, pay and provide personnel and associated equipment necessary to dispatch routine and emergency communications and services including, but not limited to afterhours /non-emergency calls for Coroner services.
2. E 911 shall have and retain the sole right to direct, control, instruct and supervise the work and conduct of its dispatching personnel.
3. E 911 will maintain an adequate staffing level to ensure that dispatch is carried out in an efficient and safe manner for Coroner employees and the public. E 911 retains the sole discretion in determining its appropriate staffing levels.
4. E 911 will develop procedures for report requests as well as complaint reporting.

USE OF RADIO FREQUENCY

Coroner recognizes that all dispatch services provided by E 911 under this agreement shall be transmitted over a radio frequencies and or telephone numbers as may be agreed upon from time to time. The Coroner's office shall also have access to the Baldwin County 911 CAD notes via PSAAware to facilitate monitoring of emerging needs across the County.

COMPENSATION AND METHOD OF PAYMENT

The Coroner's cost of services shall be as outlined below. This will begin on October 1, 2025 and end on September 30, 2030. Payments are due on the 15th day of each October during the term of this Agreement.

FY 2025-2026 \$500.00/yr

FY 2026-2027 \$500.00/yr

FY 2027-2028 \$500.00/yr

FY 2028-2029 \$500.00/yr

FY 2029-2030 \$500.00/yr

LIMITATIONS OF LIABILITY AND INSURANCE

1. E 911, its employees, directors, and Board of Director members shall not be liable for any injuries, death, loss of personal property or for any damage to personal property incurred

by any person as a result of any action or omission of Coroner as a whole or individually, or any of its employees, directors, officers or agents.

2. Coroner, its employees, directors, and the County Commission members shall not be liable for any injuries, death, loss of personal property or for any damage to personal property incurred by any person as a result of any action or omission of E 911 as a whole or individually, or any of its employees, directors, officers or agents.

FORCE MAJEURE

If E 911 or Coroner shall be prevented from providing services or performing obligations by an act of God, war, riot, or conduct of third parties, E 911 or Coroner shall be excused from performance on notice to the other party for so long as may be reasonably necessary to restore or reinstate service.

ASSIGNMENT

Neither party to this Agreement shall assign the duties and obligations herein without the prior written consent of the other party.

TERMINATION OF AGREEMENT AND DISCONTINUATION OF SERVICES

1. E 911 shall have the right, in its sole discretion, to discontinue dispatch services and terminate this Agreement with the Coroner, if the Coroner shall fail to make timely payments due for a period of 60 days after the date said payment was due or shall materially breach any provision of this Agreement.
2. The Coroner shall have the right, in its discretion, to terminate this Agreement if E 911 materially breaches any portion of this Agreement.
3. In the event of a termination of this Agreement pursuant to paragraphs 1 or 2 above, the parties shall agree upon a procedure for separation to ensure continuity of dispatch services for the Coroner, and the Coroner shall pay for services received through the date of separation by the Coroner, not to exceed six (6) months.
4. Either party shall have the right to terminate this Agreement, with or without cause, by giving the other party six (6) months advance written notice. The Coroner shall be liable for and pay for E 911 services received through the date of termination.

PARTIAL INVALIDITY

If any provision of this Agreement is held invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.

RECORDINGS

E 911 will maintain recordings of all telephone and radio communications for a period of 2 years. E 911 will provide retrieval at the request of the Coroner or his/her designee(s).

RELEASE OF RECORDS

E 911 maintains call records subject to Code of Alabama 11-98-12, which provides that audio recordings of E 911 calls are not a public record. Coroner agrees that any call recordings released to Coroner shall be used only for law enforcement personnel conducting an investigation where the E 911 telephone call is or may be relevant to the investigation and shall not be released to the public. All other records including computer aided dispatch (CAD) and E 911 call transcripts are public records and are subject to Code of Alabama 11-98-12 and 36-12-40.

COMMUNICATIONS

The representatives of Coroner and E 911 to whom communications regarding this Agreement shall be directed are as follows:

Commission: Baldwin County Commission
 322 Courthouse Square
 Bay Minette, AL 36507

Coroner: Baldwin County Coroner's Office
 18126 County Road 54
 Robertsdale, AL 36567

E 911: Baldwin County Emergency Communication District
 Attn: Director
 911 Telecommunicator Circle
 Robertsdale, AL 36567

ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the parties and supersedes any and all other prior agreements, written or oral, between the parties with respect to the rendering of dispatch services.

Baldwin County Commission

By: Matthew P. McKenzie
Its: Chairman

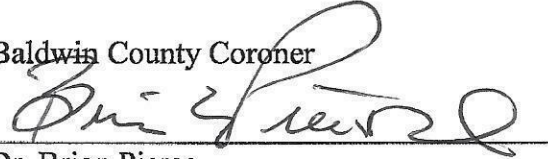
Date

Attest:

Roger H. Rendleman, County Administrator

Date

Baldwin County Coroner

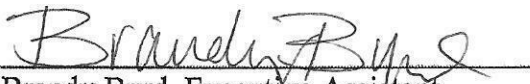


Dr. Brian Pierce

8-18-2025

Date

ATTEST:

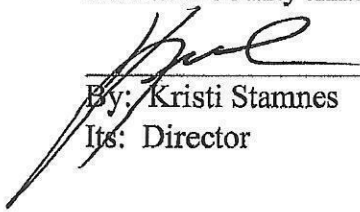


Brandy Byrd, Executive Assistant

8-18-25

Date

Baldwin County Emergency Communication District




By: Kristi Starnes
Its: Director

8-15-25

Date

ATTEST:



Mark D. Ryan, General Counsel

8.15.25

Date