

Baldwin County
Unified Highway Interdiction Program
Memorandum of Understanding

This Memorandum of Understanding (MOU) is executed by the Baldwin County Sheriff's Office (BCSO) and the Town of Loxley and the Loxley Police Department (LPD). The agencies enter into this MOU for the purpose of operating a Unified Highway Interdiction Program (UHIP), within Baldwin County, intended to facilitate cooperative efforts by the participating agencies to effectively interdict criminals who utilize the highways of Baldwin County to commit illegal activities.

I. Purpose

This MOU formalizes the relationship between the participating law enforcement agencies to help coordinate their efforts and aids them in more effectively conducting highway interdiction of criminal activities to better safeguard their respective communities.

II. Mission

The mission of the participants in the UHIP is to work collectively, and in concert, to identify, investigate, and ultimately arrest and prosecute criminals who utilize the highways of Baldwin County for illegal purposes. The highway interdiction program is deemed necessary to best address the problem of motorists who carry contraband from one location to another in their vehicles or commit other criminal activity across jurisdictional lines.

III. Supervision

Responsibility for the assignment, activity, and conduct of personnel participating in the UHIP remains with the respective agency heads or their command staff. It will be the responsibility of UHIP Supervisors assigned by BCSO to coordinate, and supervise, day-to-day activities of all participating personnel.

IV. Deputization of Personnel

All personnel participating in the UHIP in Baldwin County shall be commissioned by Deputy Sheriffs by Sheriff Anthony E Lowery. This deputization will allow UHIP participants to conduct surveillances, pursuits, and investigations related to

highway interdiction that may cross jurisdictional boundaries within Baldwin County.

V. Investigations

Investigative activities will be coordinated and communicated between the participating agencies. Investigative reports and other related documentation associated with UHIP cases will be filed with BCSO to be retained in their records system.

VI. Forfeitures

Participating agencies shall share in forfeited items seized in Baldwin County by the UHIP, to include real property, U.S. currency, vehicles, jewelry and any other property. Forfeitures received through Baldwin County UHIP cases will be shared between each participating agency based upon the individual agency's participation in the actual case. The Sheriff's Office will retain 10% of all forfeited assets and the remainder will be divided equally between the Sheriff's Office and all agencies participating in the case.

VII. Media Relations

In cases or events that are of significant public interest, joint press releases may be desirable. If release of information is not detrimental to follow up investigation it may be released by a Public Information Officer. Agency heads of participating agencies will be notified prior to media releases. Releases will be conducted in a unified and cooperative manner.

VIII. Liability

Each participating agency shall assume responsibility and liability for the acts and omissions of its individual employees in connection with the performance of their official duties under this MOU. For purposes of tort liability, no participating agency shall be considered the agent of the other agency. Each participating agency shall be liable only for the torts of its own personnel that occur within the scope of their official duties.

The provisions contained herein include any violation of applicable law, ordinance, regulation, or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of any agency, or any of its agents, officers, or employees, or their performance hereunder.

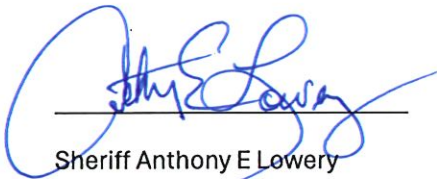
It is the intent of the parties hereto that, where negligence is determined to be contributory, principles of comparative negligence will be followed, and each party shall bear the proportionate cost of any loss, damage, expense, and liability attributable to that party's negligence.

IX. Modification/Termination of Agreement

This agreement between agencies participating in the UHIP may be modified at any time with written consent of the parties. Any party may terminate their participation at any time by providing the other party with written notice of their withdrawal.

X. Effective Date and Duration

The terms and conditions of this agreement shall become effective for the individual participating agency upon the date of the signature of the agency head and shall remain valid and binding unless terminated in writing by the participating agencies. Under no circumstances shall the duration of this MOU extend past the last day of the Sheriff's current term of office.



Sheriff Anthony E Lowery

Baldwin County Sheriff's Office

11/18/2025

Date



Chief Deputy David White

Baldwin County Sheriff's Office

11/18/2025

Date

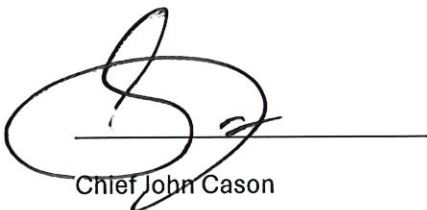


Mayor Richard Teal

City of Loxley

11-20-25

Date



Chief John Cason

City of Loxley

11-19-2025

Date