

JOINT TRAFFIC OPERATION MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made by and between the **City of Madison** a municipal corporation (hereinafter referred to as “City”) and the County of **Madison County, Alabama**, a (hereinafter referred to as “County”) (collectively, the “Parties”) made effective as of the date of execution by the latter-signing party.

WHEREAS, it is the objective of the Parties to cooperatively promote public health, safety, and welfare; and

WHEREAS, the Parties recognize that cooperative enforcement of the City’s and County’s traffic laws will promote public health, safety and welfare for both City and County residents; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

1. **Joint Traffic Operation:** The Madison County Sheriff’s Office (“MCSO”) hereby authorizes and empowers the City of Madison’s Police Department’s (“MPD) Traffic Unit to enforce traffic violations within the boundaries of Madison County. These powers include the ability to arrest individuals, impound vehicles and perform other acts that are regularly performed as part of the enforcement of traffic violations. This power to MPD officers only exists when the MPD-Traffic Unit is working directly with the MCSO, with the MCSO present¹, as part of a joint operation. At all other times, MPD officers do not have any powers to enforce traffic violations outside the city limits of the City.
2. **Policies and Procedures of the Respective Law Enforcement Officials:** MPD officers that are operating under a Traffic Joint Operation as set forth in Section 1 of this Agreement, shall follow MPD’s own personnel policies and procedures. Similarly, MCSO deputies that are part of the Joint Operation will follow MCSO’s own personnel policies and procedures.
3. **Chain of Command:** The placement and day-to-day assignment of each MPD officer working as part of a Joint Operation as set forth in Section 1 of this Agreement is within the sole discretion of and under the supervision of the Madison Chief of Police or his designee. MPD officers will comply with their own internal chain of command and shall have no direct authority over MCSO deputies. Similarly, the placement and day-to-day assignment of each MCSO Sheriff’s deputy working as part of a Joint Operation as set forth in Section 1 is within the sole discretion of and under the supervision of the

¹ Present is defined as “in the designated area that the joint operation is being conducted.” An MCSO deputy does not need to be in the vehicle with an MPD officer in order for MCSO to be considered present. As long as an MCSO deputy is within the designated area where the joint operating is being conducted, then the MCSO deputy is considered present and the MPD officers have enforcement powers set forth above.

Madison County Sheriff or his designee. MCSO deputies will comply with their own internal chain of command and shall have no direct authority over MPD officers.

4. Compensation: MPD officers and MCSO deputies will continue to be compensated by their respective employers even while performing duties as part of a Joint Operation as described in Section 1 of this Agreement.
5. Good faith: The City and the County each pledge to act in good faith in fulfilling the terms and conditions of this Agreement.
7. Independent Liability: The City and MPD officers, in the performance of their operations as part of a Joint Operation as set forth in Section 1, shall not be deemed to be an agent of the County. The County does not and will not assume any responsibility for the means by which or manner in which services by the City provided herein are performed, but on the contrary, the City shall be wholly responsible therefore. In no way and under no circumstances shall the employees of the City be deemed or construed to be employees of the County or entitled to any compensation, adjustments, or other benefits inuring to employees of the County. Similarly, the County is not liable for any third-party claims made against the City and MPD relating to the conduct of MPD officers as part of said Joint Operation.

Similarly, the County and MCSO deputies, in the performance of their operations as part of a Joint Operation as set forth in Section 1, shall not be deemed to be an agent of the City. The City does not and will not assume any responsibility for the means by which or manner in which services by the County provided herein are performed, but on the contrary, the County shall be wholly responsible therefore. In no way and under no circumstances shall the employees of the County be deemed or construed to be employees of the City or entitled to any compensation, adjustments, or other benefits inuring to employees of the City. Similarly, the City is not liable for any third-party claims made against the County and MCSO relating to the conduct of MCSO deputies as part of said Joint Operation.

8. Non-Assignment: Neither party shall transfer or assign this Agreement or any of the rights or privileges granted therein.
9. Termination: Both Parties agree that this Agreement may be terminated at any time by either Party.
10. Entire Agreement, Waiver, Amendment: This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by duly authorized representatives of both Parties.

11. Governing Law & Dispute Resolution: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
12. Third Parties: Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
13. Headings: The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.
14. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

IN WITNESS WHEREOF, the Parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on these respective dates.

**CITY OF MADISON, ALABAMA,
a municipal corporation**

ATTEST:

By: _____
Paul Finley, Mayor

By: _____
Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of _____,
2024.

Notary Public

MADISON COUNTY, ALABAMA

By: _____
Mac McCutcheon, Madison County Commission Chairman

Date: _____

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Mac McCutcheon, whose name as the Chairman of the Madison County Commission is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of the County of Madison, Alabama.

Given under my hand and official seal this _____ day of _____, 2024.

Notary Public