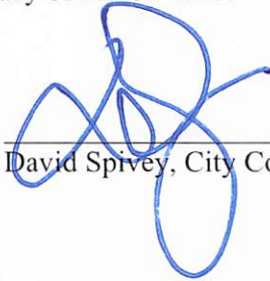


**Resolution 2025-R-48**

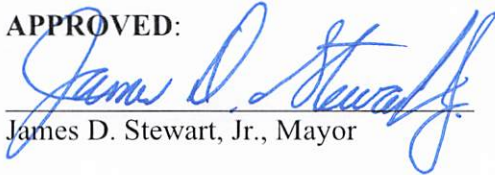
*A Resolution authorizing the Execution of an Inmate Housing Agreement*

**BE IT HEREBY RESOLVED** by the City Council of the City of Irondale, Alabama that Mayor James D. Stewart, Jr., or his designee, is hereby authorized to execute an Inmate Housing Agreement with the City of Trussville in substantially the form attached hereto as **Exhibit A**.

**ADOPTED AND APPROVED:** This 18th day of March 2025.

  
\_\_\_\_\_  
David Spivey, City Council President

**APPROVED:**

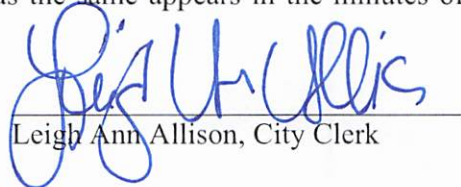
  
\_\_\_\_\_  
James D. Stewart, Jr., Mayor

**ATTESTED:**

  
\_\_\_\_\_  
Leigh Ann Allison, City Clerk

**CERTIFICATION**

I, Leigh Ann Allison, the City Clerk of the City of Irondale, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on March 18, 2025, as the same appears in the minutes of record of said meeting.

  
\_\_\_\_\_  
Leigh Ann Allison, City Clerk

**EXHIBIT A**

## CITY OF TRUSSVILLE, ALABAMA INMATE HOUSING AGREEMENT

This agreement (“Agreement”) is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2025 (“Effective Date”), by and between the City of Irondale, Alabama (hereafter referred to as the “Contracting Entity”) and the City of Trussville, Alabama (hereafter referred to as “Trussville”);

WHEREAS, the Contracting Entity is in need of facilities for confining and supporting prisoners (i) who the Contracting Entity has taken into custody for alleged ordinance violations or violations of state and/or federal law and who are awaiting hearing or trial of any such alleged violations, or (ii) who have been sentenced by the court and ordered to serve jail time; and

WHEREAS, Trussville owns and operates a full service medium security jail for the confinement and support of prisoners and desires to allow the Contracting Entity to utilize Trussville’s jail for housing prisoners of the Contracting Entity under the terms set forth herein.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed between the parties as follows:

1. Except as provided in this Agreement, the Contracting Entity may send to Trussville and Trussville agrees to accept from the Contracting Entity, prisoners sentenced to jail, awaiting trial for charges filed, or ordered to serve a sentence imposed by the Municipal Court of the Contracting Entity. The Contracting Entity shall provide for transportation for all such prisoners to and from the Trussville City Jail (hereinafter “Jail”).
2. The Contracting Entity agrees to pay Trussville the sum of Thirty-two and NO/100 Dollars (\$32.00) per prisoner per day as full compensation for each prisoner’s supervision, confinement and boarding. For the purpose of determining compensation to be paid, any calendar day or portion thereof shall constitute one day.
3. The Contracting Entity further agrees to reimburse Trussville for all emergency medical costs incurred by Trussville for prisoners of the Contracting Entity while such prisoners are housed in the Jail.
4. Subject to the limitations set forth herein, the Contracting Entity further agrees to reimburse Trussville for all expenses incurred by Trussville in rendering or securing non-emergency medical, surgical, dental or mental health services, including medicines and surgical operations, for or to the prisoner(s) of the Contracting Entity. Prior written approval for all such non-emergency items shall be required to be obtained from the duty commanding officer of the Contracting Entity by Trussville before such expenses are incurred. If prior written approval is not obtained by Trussville, then the Contracting Entity reserves the right to deny such reimbursement. The Contracting Entity agrees to indemnify and hold harmless Trussville for any claims made by or brought on behalf of the prisoner of the Contracting Entity for denial of any non-emergency items.
5. Prisoners requiring non-emergency medical or dental services while in the Jail should be transported and security provided by the Contracting Entity in accordance with the Contracting Entity’s current standard jail procedures. The Contracting Entity may request that Trussville provide transportation and security for a prisoner’s non-emergency medical or dental services.

Such transportation may be provided by Trussville in Trussville's sole discretion and in all such events, the Contracting Entity will be charged and agrees to pay a fee of Fifty-five and NO/100 Dollars (\$55.00) per hour for the transporting and security of the prisoner. This charge will commence at the time the prisoner and officer leave the Jail and end at the earlier of (a) the time of the arrival of the police officer(s) of the Contracting Entity or (b) the time that the prisoner is returned to the Jail.

6. The Contracting Entity agrees to reimburse Trussville Ambulance or the company engaging in emergency transport services for the emergency transportation of prisoners. A Trussville police officer shall accompany the ambulance to the emergency care facility and provide security for the prisoner until arrival of the Contracting Entity's police officer(s). The Contracting Entity will be charged and hereby agrees to reimburse Trussville for security of the prisoner at the rate of Fifty-five and NO/100 Dollars (\$55) dollars per hour. This charge will commence at the time the prisoner and officer leave the Jail and end at the earlier of (a) the time of the arrival of the police officer(s) of Contracting Entity or (b) the time that the prisoner is returned to the Jail.
7. The Contracting Entity agrees to reimburse Trussville for all reasonable expenses related to any special diets or dietary supplements prescribed by licensed physicians for the Contracting Entity's inmates housed in Trussville.
8. Prior to a prisoner's admittance into the Jail, Trussville may reject or refuse to receive any prisoner who may be inflicted with a preexisting medical condition, including, but not limited to, a contagious disease, mental condition, illness or injury. The Trussville Chief of Police may, in the exercise of his or her absolute and sole discretion, refuse to receive any prisoner for any reason based on, but not limited to, current Jail population, internal security conditions of the Jail, availability of space, or any other reason in the absolute and sole discretion of the Trussville Chief of Police. Trussville agrees to comply with all laws related to its operation of the Jail and the housing of Contracting Entity's prisoners therein.
9. The Contracting Entity shall provide the Jail personnel with a properly executed surety bond or Order of Release from the Court having jurisdiction over the prisoner prior to the release of any prisoner. The provision of such document(s) may be accomplished by facsimile, hand delivery, or e-mail provided that the original surety bond or order of release is available for copy or inspection at the request of the Trussville Chief of Police or his designee.
10. The Contracting Entity agrees to provide transportation to an appropriate county jail, or written authorization for release, of any of its prisoners charged with a felony offenses within forty-eight (48) hours of incarceration or as otherwise provided by law.
11. The Contracting Entity will be provided a copy of current Jail procedures. All prisoners shall be subject to all rules, regulations and policies of the Jail.
12. The Contracting Entity must provide to the Jail, an emergency contact number and point of contact for the Contracting Entity for use in the event of an emergency outside of the normal business hours of 8:00 A.M.-5:00 P.M. Monday – Fridays.
13. It shall be the responsibility of a magistrate for the Contracting Entity's municipal court to contact the Jail to determine if Contracting Entity's prisoners are in custody and whether initial screening is required pursuant to Alabama law and the Alabama Rules of Criminal Procedure. The Contracting Entity's magistrate shall provide written notice to the designated Trussville employee of those prisoners who require "initial screening."

14. An invoice for services rendered by Trussville shall be submitted to the Contracting Entity on a monthly basis and payment shall be due within thirty (30) days of receipt. The Contracting Entity will be invoiced for reimbursement of all expenses herein described as these expenses occur. These expenses are the responsibility of the Contracting Entity and are due within thirty (30) days of receipt.
15. Each party (the "Indemnifying Party") shall at all times indemnify and hold harmless the other party and said other party's officers, agents, affiliates, officials, and employees (collectively, the "Indemnified Parties") from and against any and all liabilities, damages, penalties, settlements, judgments, orders, losses, costs, charges, attorneys' fees, and all other expenses and shall, further, defend the Indemnified Parties from any and all claims, actions, suits, prosecutions, and all other legal and/or equitable proceedings resulting from or relating to (whether directly or indirectly) any allegation (whether founded or unfounded and regardless of the nature or character thereof) regarding: (i) any negligent, willful, reckless, or wrongful act or omission of the Indemnifying Party, its employees, representatives, contractors or agents; (ii) any breach of, or inaccuracy in, any representation and/or warranty made by the Indemnifying Party herein including, without limitation, claims for personal injury, death or damage to property or other demands; (iii) any failure to perform by the Indemnifying Party, or any defect in said party's performance of, its obligations and duties pursuant to this Agreement; or (iv) any alleged violation by the Indemnifying Party of any law, statute, regulation or ordinance.
16. Trussville shall procure insurance coverage in the manner and amounts as set forth below and shall, upon execution of this Agreement, furnish to the Contracting Party certificates of all of the insurance required herein. Upon renewal thereof, Trussville shall provide the Contracting Party with certificates of renewal no later than thirty (30) days prior to the expiration of any such policy(ies). Such insurance certificates held by the Contracting Party shall provide that the Contracting Party is an additional insured as required by written contract and that no cancellation or non-renewal of such policies can take effect without thirty (30) days' prior written notice by certified mail to Contracting Party.

Trussville shall be responsible for obtaining and administering insurance in connection with the services to be rendered hereunder as follows:

- (a) Commercial General Liability. Trussville shall procure and maintain, at its sole expense, a Commercial General Liability policy with a combined single limit of \$1,000,000 per occurrence and a general annual aggregate limit of \$2,000,000. All such insurance shall be on an "occurrence" basis.
- (b) Excess/Umbrella Liability. Trussville shall procure and maintain at its sole expense excess/umbrella liability coverage in the amount of \$1,000,000 per occurrence and aggregate. All excess/umbrella coverage shall cover over Commercial General Liability, and Commercial Auto Liability.
- (d) Commercial Auto Liability (including non-owned and hired). Trussville shall procure and maintain at its sole expense commercial auto liability coverage (including owned, non-owned and hired) in the amount of \$1,000,000 each occurrence.

Any combination of primary and umbrella/excess coverage is acceptable as long as it satisfies the

combined minimum coverage limits of each line. Nothing contained in these insurance requirements is to be construed as limiting Trussville's responsibility for any and all damages resulting from its operations under this Agreement. Each of the insurance coverages required herein shall be issued by an insurer licensed by the Insurance Commissioner to transact the business of insurance in the state of Alabama for the applicable line of insurance, and such insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) must have a Best Policyholders Rating of "A-" or better and financial size rating of Class VII or larger.

17. This Agreement shall be in effect for a period of one (1) year beginning on the Effective Date and may be renewed on its anniversary date each year by written consent of both parties, for a total period not to exceed three (3) years. This Agreement may be terminated by either party hereto for any reason upon giving at least ninety (90) days written notice of cancellation to the other as provided in Section 19 below.
18. This Agreement may not be changed, altered or amended, except in writing, being approved and signed by an authorized representative of both parties to the Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the housing of Prisoners in the Jail.
19. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address(es) and individual(s) set forth below. All such notices to any party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

**If to Trussville:**

City of Trussville  
Attention: Chief of Police  
P.O. Box 159  
Trussville, Alabama 35173

With a copy to:

Garrick L. Stotser, Esq.  
Massey, Stotser, & Nichols, PC  
1780 Gadsden Hwy  
Birmingham, Alabama 35235  
(205) 838-9006- Phone  
rstotser@msnattorneys.com

**If to the Contracting Entity:**

City of Irondale  
Attention: Chief of Police  
101 20th Street South  
Irondale, Alabama 35210

**With a copy to:**

April B. Danielson, Esq.  
Wallace, Jordan, Ratliff & Brandt, LLC  
800 Shades Creek Parkway, Suite 400  
Birmingham, Alabama 35209  
adanielson@wallacejordan.com

A copy of such notice shall also be mailed to the City Clerk of each respective City at the address noted above.


20. This Agreement shall be governed under the laws of the state of Alabama.
21. In the event a dispute arises under this Agreement, the parties agree to negotiate a resolution, in good faith, in order to resolve the dispute. Any civil action or legal proceeding filed by either party under this Agreement shall be filed in the Birmingham Division of the Circuit Court of Jefferson County, Alabama. The parties further agree to waive and forego any trial by jury for all claims arising under this Agreement. Any disputes will be decided by bench trial.
22. As both parties participated in the drafting and revising of this Agreement, the terms contained herein shall not be construed against either party. If any provision or provisions of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such provision or provisions had not been included.
23. The undersigned mayors, certify and affirm that their executing of this Agreement is with the full consent and approval of their respective municipalities. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have set their hands on the dates set forth below.

City of Trussville, Alabama

By: \_\_\_\_\_  
Buddy Choat, Mayor

City of Irondale, Alabama

By:   
James D. Stewart, Mayor