**Resolution 2026-R-224**

***A Resolution authorizing the execution of an Agreement with Jefferson County Board of Education for the provision of School Resource Officers***

**BE IT HEREBY RESOLVED** by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present that Mayor James D. Stewart, Jr., or his designee, is hereby authorized to execute an agreement with Jefferson County Board of Education (in substantially the form attached here to as **Exhibit A**), and any and all documents necessary for the execution of said agreement, for the provision of four (4) school resource officers.

**ADOPTED & APPROVED**: This 6th day of October, 2026.

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 that 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 the 6th day of October, 2026, as the same appears in the minutes of record of said meeting.

Leigh Ann Allison, City Clerk

# Exhibit A

## SCHOOL RESOURCE OFFICER AGREEMENT

This **SCHOOL RESOURCE OFFICER AGREEMENT** is entered on the last date executed below by and between the **CITY OF IRONDALE, ALABAMA** (the "City"), a municipal corporation in the State of Alabama, and the **JEFFERSON COUNTY BOARD OF EDUCATION** (the "Board"), a local education agency of the State of Alabama, collectively termed the "Parties."

### RECITALS

**WHEREAS**, the City is a municipal corporation under the laws of the State of Alabama and operates the Irondale Police Department ("IPD"); and

**WHEREAS**, the Board is a county board of education and local agency of the State of Alabama and is charged with the administration and management of public schools within defined territorial boundaries, including the public schools within the municipal limits of the City ("Irondale Schools"); and

**WHEREAS**, the Board desires that the City provide, and the City desires to provide to the Board, law enforcement officers with the Irondale Police Department to serve as School Resource Officers ("SROs") in the Jefferson County schools located in the City; and

**WHEREAS**, the Parties desire to memorialize the terms and conditions of the agreement for the provision of SROs in the schools located in the City.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual covenants and promises in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

(1) Term. The period of this Agreement will commence on August 1, 2026 and terminate on June 30, 2027 (the "Initial Term"). The Agreement will be extended for additional terms of one (1) year (each a "Renewal Term") unless either party notifies the other party that it does not intend to extend the Agreement in writing no later than sixty (60) days prior to the end of the respective Initial Term or Renewal Term. Notwithstanding the foregoing, the Agreement may be terminated before the expiration of the Initial Term or during any Renewal Term, as follows:

a. The Board may terminate the Agreement for cause upon ninety (90) days' advance written notice to the City, provided that the City shall have a reasonable opportunity to cure or correct any default or deficiency in its performance that is the basis for the termination; and

b. The City may terminate the Agreement for cause on ninety (90) days' advance written notice to the Board, provided that the Board shall have a reasonable opportunity to cure or correct any default or deficiency in its performance that is the basis of the proposed termination.

(2) Responsibilities of the City.

a. SRO Assignment; Scheduling. The City shall assign a total of four (4) SROs to the Irondale Schools. SROs shall be assigned as follows:

1. One SRO to Irondale Community School;
2. One SRO to Grantswood Community School;
3. One SRO to Irondale Middle School; and
4. One SRO to Shades Valley High School.

Each SRO shall be a sworn officer certified by the Alabama Peace Officer Standard and Training Commission ("APOST"). The City shall promptly notify the Board's Superintendent or Deputy Superintendent for Operations of the names of the SROs to be assigned hereby. The building principal shall be the Board's on-site contact person for the SRO(s) assigned to the principal's campus. The City may at any time and in its sole discretion re-assign a law enforcement officer who is assigned to serve as an SRO, provided arrangements are made such that any re-assignment will not disrupt the continued provision of SRO services to the school under this Agreement.

The SROs shall remain on duty at their assigned campuses during regular school hours when students are required to be in attendance. The Parties agree that "regular school hours" will generally consist of eight hours per day, five days per week during the school year, although the exact hours and days shall be scheduled by the City following consultation with the Board's Superintendent or Deputy Superintendent for Operations. Unless otherwise agreed to in writing by the City, the SROs will not be required to perform SRO services under this Agreement after the school day has ended, on weekends, during school holidays (including summer break), or on days when the school is otherwise closed (including inclement weather days). While on duty, the SROs shall wear their standard issue uniforms for the Irondale Police Department or such other clothing as to properly and clearly identify each individual as a law enforcement officer for the City.

b. SRO Services. The SROs shall perform law enforcement functions within the school setting. Such functions shall include, without limitation, (i) conducting criminal investigations, performing arrests, or otherwise taking law enforcement action against an individual on the campus of the school where the SRO is assigned; (ii) notifying the building principal as soon as practicable of the need to take law enforcement action against an individual; (iii) the enhancement of student knowledge of law enforcement and the fundamental concept and structure of the law; (iv) the promotion of positive interactions and enhancement of relations between students and law enforcement officers; and (v) the provision of assistance to the Board in protecting and securing the respective schools and their occupants. SROs shall at all times act within the scope of authority granted to them by law.

If any incident on the campus of the school where the SRO is assigned is of a criminal nature and the SRO is made aware of the incident, the SRO will take

appropriate action. SROs shall not be subject to instructions of or be supervised by the Board or Board employees, including without limitation the building principal, in performing SRO services. The Parties further agree that the SROs shall not function as school disciplinarians and shall not intervene in the normal disciplinary actions of the school administration, as student discipline is the sole responsibility of the Board and its administration.

c. City Training. The City shall be responsible for providing SRO training to each SRO, including, without limitation, any training needed to obtain or retain APOST certification. SROs shall also participate in other school-related training as requested by the Board, including the training set forth in subsection (3)(c) below.

d. Reporting. The City shall provide the Board a monthly (or quarterly if preferred by the City) report describing in detail any circumstance in which any SRO used his or her Law Enforcement Powers on school property during school hours or during a school-related activity. For purposes of this provision, Law Enforcement Powers means arrest, citation, search, seizure, handcuffing, or the use of force. The term "use of force" refers to any physical contact or physical coercion to control or to restrain a student but does not include acting as a physical escort, which is a temporary touching of the hand, wrist, arm, shoulder, or back for the purpose of guiding or directing a student who is behaving in a manner inconsistent with school policies to a safe location.

(3) Responsibilities of the Board.

a. Payment for SRO Services. The cost of the SRO services under this agreement shall be $60,000.00 per SRO per year. The City shall invoice the Board for SRO services provided under this Agreement either monthly (for payment in twelve installments) or quarterly (for payment in four installments), at the City's election, with the first invoice being delivered to the Board after the beginning date of the operative Initial or Renewal Term. Subsequent invoices shall be delivered to the Board on a monthly or quarterly basis thereafter, with the final invoice delivered to the Board in June of the operative Initial or Renewal Term. The Board shall issue payment to the City for the SRO services within thirty (30) days of its receipt of an invoice from the City for such services. Any party receiving funds paid by the Board under this Agreement agrees to promptly notify the Board of any funds erroneously received or overpaid upon discovery of such erroneous receipt or overpayment, and to promptly refund such funds to the Board.

b. Provision of Workspace. The Board shall provide the SRO at the school on the campus where the SRO is assigned a suitable private workspace, equipped with telephone and computer equipment sufficient to enable the SRO to perform the SRO services.

c. Board Training. The Board shall provide appropriate training to SROs on the Board's Code of Conduct and implementation of positive school climate procedures.

(4) Party Representatives. Each party shall appoint a representative who shall coordinate with the other party on matters related to the performance of the Agreement. For the present, the Parties' representatives are as follows:

To Board: Dr. Walter Gonsoulin, Superintendent
Jefferson County Board of Education
2100 18th Street South
Birmingham, AL 35209
E-mail: wgonsoulin@jefcoed.com

To City: James Douglas Stewart, Jr., Mayor
City of Irondale
101 20th Street South
Irondale, AL 35210
E-mail:

The Party Representatives designated above shall have the authority to act on behalf of its respective organization to transmit instructions, receive information, and otherwise administer the Agreement consistent with its terms and conditions. Either party may designate a Party Representative other than the person named above upon the provision of written notice to the other.

(5) No Third-Party Beneficiaries. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligation in or upon any third person or entity under this Agreement. The Parties do not intend to directly or substantially benefit a third party by this Agreement, and, as such, agree that there are no third-party beneficiaries to this Agreement. Accordingly, no third party shall be entitled to assert a claim against either of the Parties based upon this Agreement. Nothing in this Agreement shall be construed as consent by either of the Parties to be sued by third parties in any matter arising out of any contract.

(6) No Waiver of Immunity. Nothing in this Agreement is intended to serve as, nor should anything in this Agreement be construed by any third party as, a waiver of sovereign immunity by any entity to which sovereign immunity may apply. This section shall survive the termination of all obligations under this Agreement and shall be fully binding until any proceeding brought on account of this Agreement is, or would be, barred by an applicable statute of limitations.

(7) Relationship of Parties. Nothing in this Agreement shall be construed to create the relationship of principal and agent, of partnership, of joint venture, or any relationship other than two independent parties contracting for the SRO services described in this Agreement. The Parties shall at all times be acting in the capacity of independent contractors and not as agents, employees, subcontractors, or assignees of one another, and the City shall at all times be responsible for all aspects of the employment, control, and direction of the law enforcement

officers assigned to serve as SROs, as well as the means and methods by which SROs perform the SRO services under this Agreement. The Parties further agree and acknowledge that SROs are employees of the City and are not considered employees of the Board, and that no employment relationship of any kind, including joint employment, exists between the Board and any SRO. All compensation, wages, salaries, or other benefits arising from the performance of SRO services or payable to the SROs shall be the sole responsibility of the City. The SRO shall not acquire any right of retirement, leave benefits, or other benefits available to employees of the Board by virtue of performing SRO services under this Agreement, and the Board shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds, coverage under the Workers' Compensation laws of the State of Alabama, or insurance for the City's law enforcement officers, including, without limitation, those performing SRO services under this Agreement.

(8) Miscellaneous Provisions.

a. This Agreement comprises the entire agreement between the Parties. The terms herein supersede all prior negotiations, representations, or agreements, either written or oral, concerning the subjects herein, and any such prior understandings concerning those matters are of no effect and are merged here.

b. The rights under this agreement shall not be assigned to any third party, without prior written permission of the non-assigning party.

c. This Agreement may be amended or modified only by written instrument signed by both parties.

d. This Agreement may be executed in counterparts, each of which when executed by the Parties shall be deemed to be a complete original. Copies of this Agreement showing the signatures of the respective parties, whether produced by photographic, digital, computer, or other reproduction, may be used for all purposes as originals, and shall have the same legal force and effect as an original document.

e. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of it shall remain in full force and effect.

f. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

g. In the event that any ambiguity in the terms of this Agreement is determined to exist, no presumption shall be made that either of the parties drafted the Agreement.

***(Signature Page Follows)***

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as follows.

Executed this 6 day of October 2026

**CITY OF IRONDALE, ALABAMA**

By: James Douglas Stewart, Jr.
Its: Mayor

Executed this ___day of _____, 2026

**JEFFERSON COUNTY BOARD OF EDUCATION**

By: Dr. Walter B. Gonsoulin, Jr.
Its: Superintendent