

Resolution 2026-R-56

A Resolution authorizing the Execution of an Inmate Housing Agreement

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 Inmate Housing Agreement with Mark Pettway, in his official capacity as Sheriff of Jefferson County, Alabama in substantially the form attached hereto as **Exhibit A** for the provision of housing for City inmates.

ADOPTED AND APPROVED: This 3rd day of March 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 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 3, 2026, as the same appears in the minutes of record of said meeting.



Leigh Ann Allison, City Clerk

EXHIBIT A

IRONDALE INMATE HOUSING AGREEMENT

This agreement for the provision of inmate housing ("Agreement") is made and entered effective as of April 1, 2026 ("Effective Date"), by and between the City of Irondale, Alabama (the "City" and/or "Irondale") and Mark Pettway, in his official capacity as Sheriff of Jefferson County, Alabama (the "Sheriff") (the City and the Sheriff are hereby sometimes referred to as the "Parties");

WHEREAS, Irondale is in need of facilities for confining and supporting prisoners: (i) who Irondale has taken into custody for alleged municipal ordinance violations or misdemeanors upon which the Irondale Police Department is the arresting agency 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, Sheriff operates the Jefferson County Jail located at 809 Richard Arrington Jr. Blvd. North, Birmingham, Alabama 35203, (the "Jail") for the confinement and support of inmates; and

WHEREAS, Sheriff and Irondale desire to allow Irondale to utilize Sheriff's Jail for housing inmates of Irondale 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. Irondale shall send to Sheriff and Sheriff agrees to accept from the Irondale, a maximum of fifteen (15) inmates in the Jail per day, sentenced to jail, awaiting trial for charges filed, or ordered to serve a sentence imposed by the Municipal Court of Irondale, or pursuant to other valid court orders ordering detention of inmates by the Municipal Court of Irondale. Irondale shall provide for all transportation, and costs related thereto, for all such inmates sent from Irondale to and from the Jail.
2. Irondale agrees to pay Sheriff the sum of **Seventy-Two and 47/100 Dollars (\$72.47)** per inmate 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 any portion thereof shall constitute one day at the agreed upon amount of **Seventy-Two and 47/100 Dollars (\$72.47)** per inmate per day.
3. Irondale further agrees to reimburse Sheriff for all emergency costs, including ambulance transport, and non-emergency medical costs incurred by Sheriff for inmates sent from Irondale while such inmates are housed in the Jail.
4. Irondale shall provide the Jail personnel with a properly executed surety bond or Order of Release from the Municipal Court or, if applicable, such Court having jurisdiction over the inmate prior to the release of any inmate. 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 Sheriff and/or the Irondale Chief of Police or their designee.

5. Irondale must provide to the Jail, an emergency contact number and point of contact for the Sheriff 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.

Irondale's Emergency Contact:
Chief Paul Kellogg
205-365-6295
pkellogg@irondalepolice.org

6. An invoice for services rendered by Sheriff shall be submitted to Irondale monthly and payment shall be due within thirty (30) days of receipt. Irondale will be invoiced for reimbursement of all expenses herein described as these expenses occur. These expenses are the responsibility of Irondale and shall be incorporated in invoice for services submitted by Sheriff to Irondale. If Irondale fails to make timely payments pursuant to this Agreement, Sheriff shall have the right to terminate this Agreement immediately. Said notice shall be deemed delivered when a copy is delivered to the other parties hereto and a receipt thereof signed by the other parties.
7. This Agreement shall become effective as of 12:00 am on April 1, 2026 and shall continue in effect for a period of one (1) year until 11:59 p.m. on March 31, 2027, with the option for the parties to agree by mutual written agreement to extend the Agreement for up to an additional one (1) year term until 11:59 p.m. on March 31, 2028, unless sooner terminated herein by either party. The Sheriff may terminate this Agreement without cause by providing not less than ten (10) days' prior written notice to City. City may terminate this Agreement without cause by providing not less than (10) days' prior written notice to the Sheriff. Irondale shall provide for all transportation, and costs related thereto, for all such inmates sent from Irondale to and from the Jail, including responsibility to possess and transport the Irondale inmates on the effective date of termination after written notice of termination is provided by any party.
8. In case performance of any term or provision herein (other than payment of money) shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, either local, state, federal, or because of riots, war, public disturbances, epidemics, pandemics, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever that is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties thereunder.
9. 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 Irondale inmates in the Jail.

10. 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 Irondale:

City of Irondale
Attention: Chief of Police
101 S. 20th St. South
Irondale, Alabama 35210

If to Sheriff:

Sheriff of Jefferson County
Attention: Mark L. Pettway, Sheriff of Jefferson County
2200 Reverend Abraham L. Woods Jr. Blvd.
Birmingham, Alabama 35203

11. This Agreement shall be governed under the laws of the state of Alabama. The parties agree that this contract is made and entered into in Jefferson County, Alabama, and that all Services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama, without giving effect to the conflict of laws rules thereof. The parties hereto consent to the jurisdiction of any state or federal court holding in either Birmingham or Bessemer, Jefferson County, Alabama or in the U.S. District Court for the Alabama Northern District ("Venue"). The parties, to the extent permitted by applicable law, waive any objection based on Venue or forum non conveniens with respect to any action instituted in any such court so identified and agree that such court shall be the exclusive Venue for any action under this Agreement, or concerning or relating to the relationship between the Parties. City acknowledges and agrees after consultation with its attorney that all if not substantially all of the activities flowing to and from the Agreement are in the Birmingham, Bessemer, and Jefferson County Alabama Area; the Sheriff is located in this designated Venue; City is performing all, if not substantially all of its Services pursuant to this Agreement with the Sheriff within this designated Venue; the overwhelming persons to be witnesses work in the Venue selected and/or live in the Venue; the anticipated nexus and connection of the material parties and witnesses should be easily available and not be costly to the parties and witnesses in the Venue; any burden or hardship is overcome and weighted in favor of the selection of this Venue; the parties have agreed upon and the parties agree in contracting

for the selected Venue they have considered the alternatives and acknowledge and agree that the "interest of justice" as cited in Section 6-3-21.1 of the Code of Alabama; and is not and will not be a hardship on either the Sheriff or City.

12. In the event a dispute arises under this Agreement, in the event of any claim, dispute or other matter arising out of or relating to this Agreement, the Parties will promptly attempt to settle such dispute through consultation and negotiation in good faith and in a spirit of mutual cooperation. If agreement is reached concerning the resolution of such dispute, then such agreement shall be final, conclusive and binding on the Parties. If, on or before the thirtieth (30th) day after written notice of such dispute is given by one Party to the other Party, such dispute has not been resolved to the satisfaction of all the Parties, such dispute shall be settled by an arbitration proceeding by a mutually-agreed-upon arbitrator. In the event that the parties hereto cannot within ten (10) days of the request for arbitration agree on one arbiter, then the Sheriff shall select one attorney and City shall select another attorney and these two attorneys shall agree on a third attorney as arbiter and thus a three (3) person panel of arbiters being attorneys licensed to practice in Alabama shall constitute the panel. The Parties shall provide the arbiter(s) with such information as may be reasonably requested in connection with the arbitration of such dispute and shall otherwise cooperate with each other and such arbiter(s) in good faith and with the goal of resolving such dispute as promptly as reasonably practicable. The arbiter(s) shall issue a decision and award with respect to the dispute as promptly as reasonably practicable using Alabama law and in conformity with the law of the State of Alabama. Further the Arbiter(s) shall use the Rules of Civil Procedure enacted to regulate and govern the civil judicial proceedings in the State of Alabama which would allow full and complete discovery pursuant thereto and fashion as award based on the strict application of the laws of the State of Alabama. The American Arbitration Association (AAA) will not be used in any of the arbitration proceedings. The arbitrator's decision should be with good faith and award with respect to the dispute referred to shall be final and binding on the Parties and may be entered in any court with jurisdiction, and the parties hereto shall abide by such decision and award. The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, attorneys' fees and costs), shall be borne by the unsuccessful Party (if any) and shall be awarded as part of the arbiters' award; provided, however, that if the arbiters do not find one Party to be unsuccessful then the cost of the arbitral proceeding shall be paid equally by the parties.
13. The City and the Sheriff hereto agree that nothing contained herein shall in any way waive the sovereign immunity that any of them enjoy presently, separately or jointly, under the Constitution and statutes of the State of Alabama. The parties agree that the City's determination to obtain inmate housing services by contract is an exercise of the legislative planning function of the City and that at no time will the City exercise any operational control over the activities of any employee of the Sheriff, nor shall it perform or undertake any acts that are over and above a planning-level function with regard to the administration of this Agreement.
14. The Sheriff will not defend or pay any judgment against the City arising out of any act or omission of the Sheriff or deputy sheriffs, his law enforcement personnel, or other

employees of the Sheriff performing services pursuant to this Agreement. The City will not defend or pay any judgment against the Sheriff or any deputy sheriffs, whether in their official or personal capacity, said judgment arising out of any act or omission in the performance of this agreement. The City shall maintain separate liability insurance. Lawsuits and claims against the Sheriff and deputy sheriffs that may be filed from time to time hereunder shall be handled by the Sheriff in accordance with normal procedures. Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the City and the Sheriff.

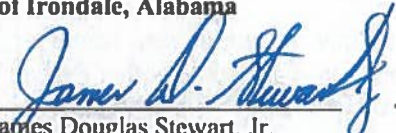
15. Neither Party shall not have the right to assign or otherwise transfer its rights and obligations under this Agreement except with the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. Any such assignment or subcontract in the case of a merger, reorganization, change in control, or sale of all or substantially all assets or equity shall include all of the obligations contained in this Agreement. Any assignment in violation of this Section will be null and void.
16. Nothing in this Agreement shall be deemed to make the Sheriff or any of his deputies an agent, servant, or employee of the City, or to otherwise diminish the power and authority vested in the Sheriff and his sworn officers, as officials of the State of Alabama.
17. Each Party is an independent contractor and is not an employee, employer, agent, partnership relationship, joint venture or joint employer of or with the other Party. Nothing in this Agreement shall be construed to give either Party: (a) the power to direct or control the day-to-day activities of the other, (b) the power to create or assume any obligation on behalf of the other, or (c) the power to bind the other in any manner whatsoever, including without limitation assuming or creating obligation or responsibility on the Sheriff's behalf or in the Sheriff's name, except as otherwise explicitly detailed in this Agreement. City shall not represent to any person or entity that City has such power or authority. City will not act as an agent, nor will City be deemed to be an employee of the Sheriff for the purposes of any employee benefit program.
18. 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.
19. Where the consent of either party is required, it shall not be unreasonably withheld or delayed.
20. The provisions of this Agreement pertaining to the obligation to pay for Services rendered pursuant to this Agreement shall survive the termination of this Agreement.
21. In the event any party incurs legal expenses or costs to enforce the terms of this Agreement, the cost of the legal expenses and any costs awarded in arbitration or any proceeding in


court, as applicable (including, without limitation, attorneys' fees and costs), shall be borne by the unsuccessful Party (if any) and shall be awarded accordingly; provided, however, that if the arbiters or any proceeding in court do not find one Party to be unsuccessful then the legal expenses and costs of the proceedings shall be the sole responsibility of each Party.

22. 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.
23. The undersigned representative of each Party represents and warrants that he/she has the full authority to execute this Agreement for their respective entities and bind the Party on whose behalf he/she is executing the Agreement and no further approvals are necessary to create a binding agreement.

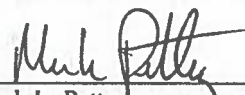
IN WITNESS WHEREOF, the parties hereto have set their hands on the dates set forth below.

City of Irondale, Alabama

By: 
James Douglas Stewart, Jr.
Mayor of Irondale, Alabama

By: 
Paul Kellogg
Chief of Police Irondale, Alabama

Sheriff of Jefferson County, Alabama

By: 
Mark L. Pettway,
Sheriff of Jefferson County Alabama