

STATE OF ALABAMA)
COUNTY OF DEKALB) RESOLUTION NO.: _____
MUNICIPALITY OF RAINSVILLE)

RESOLUTION AUTHORIZING LEGAL ACTION TO BE FILED AGAINST DEKALB COUNTY, ALABAMA; DEKALB COUNTY COMMISSION; AND/OR DEKALB COUNTY SHERIFF

A RESOLUTION OF THE CITY COUNCIL OF RAINSVILLE, ALABAMA:

WHEREAS, the City of Rainsville, Alabama agreed to the passage of certain legislation imposing an increase of \$40.00 per case in municipal court costs plus other additional costs to help operate and maintain the DeKalb County Jail and the DeKalb County Sheriff’s Department in exchange for the DeKalb County Jail/Sheriff/Commission agreeing to house the City of Rainsville’s prisoners free of further charge in the DeKalb County Jail.

WHEREAS, in order to convince the City of Rainsville to support the passage of the increased court costs, the County represented to the City, and other like situated municipalities, that in exchange for the imposition and collection of those added court costs and forwarding the same to the County, that the City of Rainsville’s prisoners would be housed at the DeKalb County Jail without further charge.

WHEREAS, to date and in accordance with that agreement and those representations, the City of Rainsville has collected and remitted all such increased court costs, closed its jail, and has housed its prisoners free of further charge in the DeKalb County Jail.

WHEREAS, the DeKalb County Commission now has related to the City of Rainsville that beginning on April 1, 2017 the DeKalb County Jail no longer will house municipal prisoners unless the municipality executes a “take it or leave it” contract allowing the County to charge an additional \$20.00 per day per municipal prisoner to be paid by the municipality, along with an indemnification clause in favor of the County for any injuries occurring to a municipality inmate while in the County Jail.

WHEREAS, the City of Rainsville believes the County’s proposed contract is unreasonable, unenforceable, is a breach of the prior agreement, is in conflict with previous representations made by the County, and would present a great hardship and undue burden to the municipality.

THEREFORE, it is **RESOLVED** that the City of Rainsville hereby authorizes its Mayor and city attorney immediately to take all legal action necessary against DeKalb County, Alabama; the DeKalb County Commission; and/or the DeKalb County Sheriff to dispute and/or contest the proposed additional charge of \$20.00 per day per municipal prisoner to be paid by the municipality, along with an indemnification clause in favor of the County for any injuries occurring to a municipal prisoner while in the County Jail. Further, the city's attorney is authorized immediately to file, in the Circuit Court of DeKalb County, Alabama, any lawsuit for breach of contract; misrepresentation; declaratory judgment; preliminary and permanent injunction to enjoin imposition of such additional costs, and to enjoin the County from refusing to take municipal prisoners without payment of additional costs; a declaration that the \$40.00 per case court costs have been improperly and illegally imposed, and for return of all such funds heretofore collected by the County to the proper municipalities; and any other counts or causes of action deemed necessary in order to fully litigate this matter.

Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the **CITY COUNCIL OF RAINSVILLE, ALABAMA** has duly adopted and approved this Resolution and caused it to be executed by the officers below in duplicate on this _____ day of _____, 2017.

CITY OF RAINSVILLE, ALABAMA

By: _____
Its: Mayor

Attested by:

Its: Clerk of City of Rainsville, Alabama

AFFIX SEAL