

ORDINANCE NUMBER 3242

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN INTERGOVERNMENTAL AGREEMENT WITH JEFFERSON COUNTY, ALABAMA, A POLITICAL SUBDIVISION OF THE STATE OF ALABAMA FOR CERTAIN PUBLIC IMPROVEMENTS OVER AND AROUND THE CAHABA RIVER TRIBUTARY LOCATED ON CALDWELL MILL ROAD AND OLD LOONEY MILL ROAD PURSUANT TO SECTION 11-102-1 ET SEQ., CODE OF ALABAMA, 1975.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA AS FOLLOWS:

1. The Mayor and City Manager are hereby authorized to execute and deliver an Intergovernmental Agreement (“the Agreement”) with Jefferson County, Alabama, a political subdivision of the State of Alabama (“the County”) for improvements to the County maintained bridges over the Cahaba River tributary located on Caldwell Mill Road and Old Looney Mill Road, as well as construct improvements to the roadway on both ends of each bridge (“the Project) pursuant to Section 11-102-1, et seq., Code of Alabama, 1975; and
2. A copy of said agreement is marked as Exhibit A, a copy of which is attached to and incorporated into this Ordinance Number 3242 as if written fully therein; and
3. This Ordinance Number 3242 shall become effective immediately following posting/publication as required by Alabama law.

DONE, ADOPTED and APPROVED this the 9th day of September, 2024.



Ashley C. Curry
Mayor

ATTESTED BY:


Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3242 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 9th day of September, 2024 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills Civic Center and Vestavia Hills New Merkel House this the 10th day of Sept, 2024.


Rebecca Leavings
City Clerk

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (hereinafter called "Agreement") is entered into by and between Jefferson County, Alabama, a political subdivision of the State of Alabama, (hereinafter called "the County") and the City of Vestavia Hills, Alabama, a municipal corporation, (hereinafter called "the City") (collectively, "Parties" or individually as a "Party").

WHEREAS, Section 11-102-1 et seq., Code of Alabama (1975) authorizes counties or incorporated municipalities of the State of Alabama to enter into written contracts with any one or more counties or incorporated municipalities for the joint exercise of any power or service that state or local law authorizes each of the contracting entities to exercise individually, provided that at least one of the contracting parties has the authority to exercise the power or service in the manner agreed upon by the parties, and further provides that the joint contract may provide for the power or service to be exercised by one or more entities on behalf of the others or jointly by the entities; and

WHEREAS, the County desires to construct improvements to the County-maintained bridges over the Cahaba River tributary located on Caldwell Mill Road and Old Looney Mill Road, as well as construct improvements to the roadway on both ends of each bridge ("the Project"); and

WHEREAS, portions of the Project are located within the corporate limits of the City of Vestavia Hills and outside Jefferson County's road maintenance jurisdiction; and

WHEREAS, the County wishes to construct the Project, including portions of the roadways within the corporate limits of the City of Vestavia Hills, as part of needed infrastructure improvements, which mutually benefits both Parties; and

WHEREAS, the parties find that it is in the public interest that the parties enter into an infrastructure improvement agreement in accordance with Alabama Code §11-102-1, et seq.;

NOW WHEREFORE, in consideration of the premises and mutual covenants stated herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties do mutually agree as follows:

- I. PURPOSE:** The intent of this Agreement is to provide for cooperation between the Parties in the construction of the Project, of which portions of the Project are located within the corporate limits of the City of Vestavia Hills and outside Jefferson County's road maintenance jurisdiction.
- II. TERM:** The duration of this Agreement shall not exceed three years from the effective date as stated herein.

III. IMPLEMENTATION: The parties agree to implementation as follows:

- a. **Performance of the Work:** The County will cause the Project, as shown in Exhibit A, to be designed and constructed in compliance with any and all rules, laws and regulations applicable to its undertaking, performance and completion of the Work ("the Work"). The Work will include the construction of improvements to the County-maintained bridges over the Cahaba River tributary located on Caldwell Mill Road and Old Looney Mill Road, as well the construction of improvements to the roadway on both ends of each bridge.
- b. **Cost:** Jefferson County will be responsible for all costs to complete the work.
- c. **Management:** County will assume responsibility for the management of the Project.
- d. **Inspections:** County will provide Construction, Engineering & Inspection during the construction phase of the Project. The City may provide additional inspection staff for concurrent inspection.
- e. **Future Liability:** The parties expressly agree that the County does not assume any risk or future liability or any future responsibility for any portion of the Project located within the corporate limits of the City of Vestavia Hills. For clarity, the County will continue to maintain the bridges and sections of roadway within the Project area marked as "Jefferson County maintenance IGA" in the attached Exhibit A. The City will continue to maintain the sections of roadway marked "Vestavia Hills maintenance IGA" in red in Exhibit A.
- f. **Incurring Debt:** Except as specifically provided in this agreement, no party to the contract shall have any other power to incur any debt which shall become the responsibility of any other contracting people.
- g. **Relationship of Parties:** Except as specifically provided in this agreement, the execution of this agreement or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between the parties the relationship of principal or agent or of partnership or of joint venture.
- h. **Jurisdictional Authority:** Except as otherwise provided by law and as limited by this agreement between the parties, any entity which contracts to perform or exercise any service or power pursuant to this chapter shall have the full power and authority to act within the jurisdiction of all contracting entities to the extent necessary to carry out the purpose of the contract.
- i. **Right-of-Way Acquisition:** The County will obtain the necessary right-of-way for construction of the project. The City will cooperate in any necessary condemnation of right-of-way. The County will convey the right-of-way located within the corporate limits of the

City of Vestavia Hills to the City upon completion of construction of the Project.

- j. **Authorizations:** This Agreement shall not take effect until it has been approved by the governing body of each of the contracting Parties. Approval by a county governing body shall be by adoption of a resolution and approval by a municipal governing body shall be by adoption of an ordinance of general and permanent operation. Each Party to this agreement shall also adopt all ordinances, resolutions, or policies necessary to authorize the other contracting entities to carry out their contractual duties and responsibilities. Each of the contracting Parties shall deliver a copy of their resolution or ordinance to the other party prior to the effective date of this Agreement.

Each of the parties hereto does hereby represent and warrant that it has taken all necessary action for the approval of this Agreement and the signature of its representative below has been duly authorized and is binding upon such party. Each of the parties hereto does further represent and warrant that this Agreement shall be enforceable against each party upon the execution hereof by each party's duly authorized representative. An executed copy of this Agreement shall be filed at the administrative offices of each party.

- j. **Notice:** Each party to this agreement shall designate an individual (hereinafter "Administrator") who may be designated by title or position, to oversee and administer such party's participation in this Agreement.

The County's designated Administrator shall be the following individual:

Director of Roads and Transportation/County Engineer
Room A200 Courthouse
716 Richard Arrington Jr. Blvd N Birmingham AL 35203

The City designated Administrator shall be the following:

Jeff Downes, City Manager
1032 Montgomery Highway
Vestavia Hills, AL 35216

- IV. IMMIGRATION LAW COMPLIANCE:** By signing this Contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

V. NON-DISCRIMINATION: During the performance of this contract the Parties agree as follows:

- a. The Parties will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. In the event of a Parties' noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further municipal contracts with the other Party.

VI. BOYCOTTING ACTIVITIES: By signing this contract, the Parties represent and agree that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

VII. TERMINATION: Any party hereto may terminate this Agreement prior to work beginning by giving thirty (30) days' notice of the intention to do so to the other party. Such notice shall be sent to the governing body of the other party.

VIII. SEVERABILITY: If any provision of this Agreement is declared by a court having jurisdiction to be illegal or conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the County.

JEFFERSON COUNTY, ALABAMA

Date

BY: _____
James A. (Jimmie) Stephens, President

ATTEST:

BY: _____
Aleshia Y. Coleman, Minute Clerk

CITY OF VESTAVIA HILLS, ALABAMA

Date

BY: _____
Ashley Curry, Mayor

ATTEST:

BY: _____
Rebecca Leavings, City Clerk

Date

BY: _____
Jeff Downes, City Manager

ATTEST:

BY: _____
Rebecca Leavings, City Clerk

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WHEREAS, the County wishes to construct the Project, including portions of the roadways within the corporate limits of the City of Vestavia Hills, as part of needed infrastructure improvements, which mutually benefits both Parties; and

WHEREAS, the parties find that it is in the public interest that the parties enter into an infrastructure improvement agreement in accordance with Alabama Code §11-102-1, et seq.;

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JEFFERSON COUNTY, ALABAMA

Date

BY: _____
James A. (Jimmie) Stephens, President

ATTEST:

BY: _____
Aleshia Y. Coleman, Minute Clerk

CITY OF VESTAVIA HILLS, ALABAMA

Date

BY: _____
Ashley Curry, Mayor

ATTEST:

BY: _____
Rebecca Leavings, City Clerk

Date

BY: _____
Jeff Downes, City Manager

ATTEST:

BY: _____
Rebecca Leavings, City Clerk