

ORDINANCE NUMBER 3196

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO AN AGREEMENT TO SHARE RESPONSIBILITIES (JOINT SERVICES AGREEMENT) WITH JEFFERSON COUNTY COMMISSION IN ORDER TO SHARE RESPONSIBILITIES FOR IMPROVEMENTS TO COLUMBIANA ROAD FOR JEFFERSON COUNTY PROJECT NO. 37-22-004

WHEREAS, In 2019, the intersection of Columbiana Road and US-31 was studied through the Regional Planning Commission of Greater Birmingham's Advanced Planning, Programming, and Logical Engineering (APPLE) program; and

WHEREAS, As part of this study, Sain Associates reviewed this intersection and developed some improvement alternatives to help improve the overall safety and operations of this intersection; and

WHEREAS, the City of Vestavia Hills, in follow-up to that effort, engaged Neel-Schaffer, Inc., to provide engineering design services for the roadway improvement recommendations that Sain Associates presented as part of the APPLE study conclusion; and

WHEREAS, Columbiana Road is a Jefferson County thru road per "Thru Road Agreement" dated December 5, 2017; and

WHEREAS, Based on the construction plans prepared by Neel-Schaffer, the estimated construction cost estimate for the Project is \$310,000 and

WHEREAS, A proposed an Agreement to Share Responsibilities (Joint Services Agreement) ("the Agreement"), a copy of which is marked as Exhibit A, attached to and incorporated into this Ordinance Number 3196 as if written fully therein, was presented to the City Engineering Department; and

WHEREAS, with said agreement, Jefferson County will fund the overall project costs with the exception of the City match of \$100,000; and

WHEREAS, The City's Engineering Department has reviewed the Agreement and recommend approval; and

WHEREAS, the Mayor and the City Council finds that accepting the Agreement and funding said improvements is in the best public interest.

NOW, THEREFORE, 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 said Joint Services Agreement as detailed in Exhibit A, attached; and
2. Said \$100,000 City contribution has been budgeted in the City's Capital Fund budget for FY24; and
3. This Ordinance Number 3196 shall become effective upon adoption and publishing/posting as required by Alabama law.

DONE, ORDERED, ADOPTED and APPROVED this the 10th day of October, 2023.



Ashley C. Curry
Mayor

ATTESTED BY:

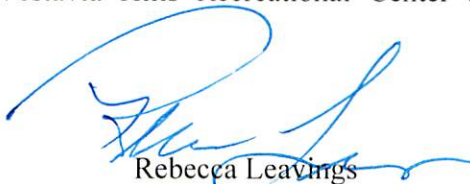


Rebecca Leavings
City Clerk

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 3196 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 10th day of October, 2023, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the 12th day of Oct, 2023.



Rebecca Leavings
City Clerk

**JEFFERSON COUNTY)
STATE OF ALABAMA)**

**AGREEMENT
TO
SHARE RESPONSIBILITIES
(Joint Services Agreement)**

Jefferson County Project #37-22-004
Improvements to Columbiana Road

JEFFERSON COUNTY, ALABAMA (County) and the CITY OF VESTAVIA HILLS, ALABAMA (Vestavia), (Collectively, the “Parties”) enter into this agreement on the _____ day of _____, 2023.

WHEREAS, the County, and Vestavia, desire to make certain improvements to Columbiana Road as shown in the attached Exhibit A (the “Project”); and

WHEREAS, the County entered into an agreement with Vestavia for maintenance of roads and portions of roads located in the City limits of Vestavia as of December 5, 2017 (Minute Book: 171, Pages: 502-505) (“Thru Road Agreement”); and

WHEREAS, Columbiana Road is one of the aforementioned roads; and

WHEREAS, Vestavia solicited and contracted a for preliminary engineering services to be provided by a qualified engineering firm; and

WHEREAS, the estimated construction cost of the Project is \$310,000; and

WHEREAS, Vestavia shall contribute \$100,000 towards the construction of the Project; and

WHEREAS, the Parties have determined that the Project provides a benefit to the traveling public by allowing for the efficient flow of traffic through the Parties’ jurisdictions; and

WHEREAS, the Parties desire to establish their agreement herewith; and

WHEREAS, the Alabama Legislature adopted Alabama Code §41-16-50(b) which provides in pertinent part, that:

(b) The governing bodies of two or more contracting agencies, as enumerated in subsection (a), or the governing bodies of two or more counties, or the governing bodies of two or more city or county boards of education, may provide, by joint agreement, for the purchase of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for use by their respective agencies. The agreement shall be entered into by similar ordinances, in the case of municipalities, or resolutions, in the case of other contracting agencies, adopted by each of the participating governing bodies, which shall set forth the categories of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property to be purchased, the manner of advertising for bids and the awarding of contracts, the method of payment by each participating contracting agency, and other matters deemed necessary to carry out the purposes of the agreement. Each contracting agency's share of expenditures for purchases under any agreement shall be appropriated and paid in the manner set forth in the agreement and in the same manner as for other expenses of the contracting agency. The contracting agencies entering into a joint agreement, as herein permitted, may designate a joint purchasing or bidding agent, and the agent shall comply with this article. Purchases, contracts, or agreements made pursuant to a joint purchasing or bidding agreement shall be subject to all terms and conditions of this article.

; and

WHEREAS, the Alabama Legislature adopted Alabama Code §11-102-1 which provides that:

Except as otherwise provided in this chapter or as otherwise prohibited by law, any county or incorporated municipality of the State of Alabama may enter into a written contract 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. For purposes of this chapter, it is sufficient if each of the contracting entities has the authority to exercise or perform the power or service which is the subject of the contract regardless of the manner in which the power or service shall be exercised or performed, 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. 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, all parties find that it is in the public interest that the Parties enter into a joint purchasing/service agreement in accordance with Alabama Code §41-16-50(b) and §11-102-1, *et seq.*, in order to authorize the County to engage in the purchase of certain services and materials through the competitive bid process for use by the Parties, i.e. in order for the County and Vestavia to make certain improvements to Columbiana Road.

IN CONSIDERATION OF THE PREMISES stated herein the Parties mutually agree as follows:

- I. **PURPOSE:** The Parties agree to jointly undertake to provide for the following improvements to Columbiana Road (Project): mill, overlay, striping, access management, signing, and signal modification within the limits of the Project, as shown in the attached Exhibit A.
- II. **BIDDING:** The parties have authorized this Agreement pursuant to similar ordinances passed by Vestavia and similar resolutions passed by the County, adopted by the governing body of each party, which sets forth the categories of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property to be purchased, the manner of advertising for bids and the awarding of contracts, the method of payment by each participating contracting agency, and other matters deemed necessary to carry out the purposes of this agreement. The Parties agree to the following:
 - a. County is designated as the joint purchasing or bidding agent and will advertise and accept bids for the construction of the Project.
 - b. County will determine the low bidder and enter into a separate agreement with the contractor for the construction of the Project.
 - c. County will invoice Vestavia for \$100,000.00 for their respective share of the construction costs of the Project.
 - d. Each Parties' share of expenditures for purchases under this agreement shall be appropriated and paid in the manner set forth in this agreement and in the same manner as for other expenses of the entity.
 - e. This agreement shall be subject to all terms and conditions of the applicable Alabama Bid Laws.
 - f. Should the bid amounts received for the Project exceed the total amounts budgeted by the County or Vestavia, this Agreement may be terminated by the County or Vestavia prior to the execution of the construction contract without penalty or further obligation by any Party.
- III. **TERM:** The duration of this contract shall not exceed three years from the date of its final execution or end of the Project, whichever first occurs.
- IV. **IMPLEMENTATION:** The Parties agree as follows:
 - a. **Management of the Project:** County will assume responsibility for the management of the Project. The Project shall include mill, overlay, striping, access management, signing, and signal modification within the limits of the Project, as shown in the attached Exhibit A. The County will provide Construction, Engineering & Inspection during the construction phase of the Project.

- b. **Cost and Payment:** The County will invoice Vestavia for its portion of the Project costs upon award of the construction contract, with the invoice to be paid within 30 days of receipt.
- c. **Permitting:** The qualified engineering firm contracted by Vestavia to perform preliminary engineering services for the Project shall be responsible for acquiring all necessary permits for construction of the Project.
- d. **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 municipality of Vestavia Hills that is not covered by other agreement(s).
- e. **Incurring Debt:** Except as expressly provided in this agreement, no Party to the contract shall have any power to incur any debt which shall become the responsibility of any other contracting Party.
- f. **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.
- g. **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 purposes of the contract.
- h. **Authorizations:** Each Party to this agreement shall adopt all ordinances, resolutions, or policies necessary to authorize the other contracting entities to carry out their contractual duties and responsibilities. Each of the Parties hereto does 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. An executed copy of the Agreement shall be filed at the administrative offices of each Party.

V. **TERMINATION:**

- a. Should the bid amounts received for the Project exceed the total amounts budgeted by the County, this Agreement may be terminated by the County prior to the execution of the construction contract without penalty or further obligation by any Party.
- b. Upon termination, all unused materials purchased by the County under this agreement shall be returned to the County within 30 days of termination.

VI. **MISCELLANEOUS PROVISIONS:**

- a. **Immigration Law Compliance:** By signing this Agreement, the 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.

b. **Non-Discrimination:** During the performance of this contract the Parties agree as follows:

i. 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.

ii. 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.

c. **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. **SEVERABILITY:** If any provision of this agreement is declared by a court having jurisdiction to be illegal or in 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.

VIII. **GOVERNING LAW:** This agreement shall be governed by and construed in accordance with the laws of the State of Alabama. The Parties agree that jurisdiction and venue over all disputes arising under the Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as reflected below.

JEFFERSON COUNTY, ALABAMA

Date

James A. (Jimmie) Stephens, President
Jefferson County Commission

ATTEST:

Millie Diliberto, Minute Clerk

CITY OF VESTAVIA HILLS, ALABAMA

Date

Ashley Curry, Mayor

ATTEST:

City Clerk

Date

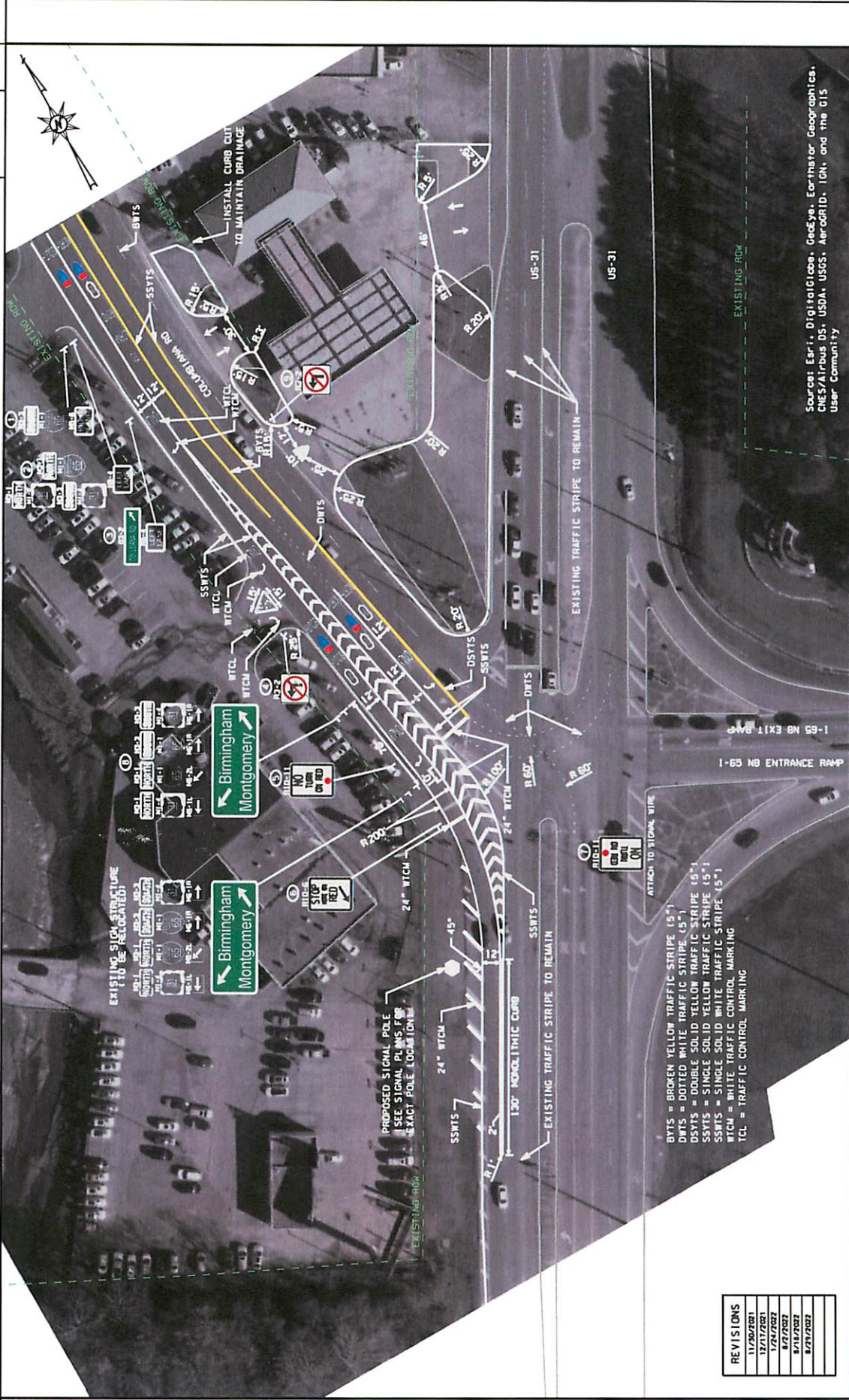
Jeff Downes, City Manager

ATTEST:

City Clerk

EXHIBIT A

REFERENCE PROJECT NO.	X
FISCAL YEAR	2021
SHEET NO.	4



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

REVISIONS	DESIGNER	SCALE (FEET)	ROUTE
11/20/2021		HORIZ	US-31
12/17/2021			PLAN SHEET
1/20/2022			
8/2/2022			
8/17/2022			
8/21/2022			
8/21/2022			
RESPONSIBLE PEI	DATE	ALABAMA DEPARTMENT OF TRANSPORTATION	
		US-31 at Columbus Rd	
		1887016 Mills St, Auburn	
DATE	DATE		