

## ORDINANCE NO. 2023-09-A

### *An ordinance of the City of Irondale, Alabama to authorize the execution of an Intergovernmental Paving Agreement with Jefferson County, Alabama*

**WHEREAS**, Jefferson County, Alabama (the “County”) and the City of Irondale, Alabama (“City”) desire to enter into an Intergovernmental Paving Agreement for the public purpose of making certain improvements to Amber Hills Road to include resurfacing, milling, localized repair and patching, paint striping, and pavement markers in Irondale, Alabama, Jefferson County; and

**WHEREAS**, the portion of Amber Hills Road to be improved is located within the City limits and is currently maintained by the City; and

**WHEREAS**, the County will be paving certain sections of roadway located within its own jurisdictional limits that are adjacent to Amber Hills Road, and the City desires to cause its portion of Amber Hills Road to be improved at the same time so as to reduce impacts to the traveling public and to complete the work in an efficient manner; and

**WHEREAS**, the cost of construction of Amber Hills Road is estimated to be \$259,969.04 (Two Hundred Fifty-Nine Thousand Nine Hundred Sixty-Nine Dollars and Four Cents); and

**WHEREAS**, the County will provide the required material and labor services at County Cost; and

**WHEREAS**, the City will be responsible for paying Jefferson County for this work on Amber Hills Road; and

**WHEREAS**, Jefferson County and municipalities located in Jefferson County desire to establish an agreement through the authority set forth in Act 1969-916 of the Acts of Alabama and §11-102-1 et seq. of the Code of Alabama (“Law”); and

**WHEREAS**, pursuant to the Law, municipalities entering into intergovernmental paving agreements with Jefferson County must enter into such agreements by ordinance; and

**WHEREAS**, the City Council of the City of Irondale has determined that entering into an intergovernmental paving agreement with Jefferson County, Alabama will promote the public health, safety, and general welfare, and will serve a valid and sufficient public purpose; and.

**WHEREAS**, the City Council further finds 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 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 the City to make certain improvements to Amber Hills Road.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Irondale, Alabama in regular meeting duly assembled, a quorum being present, as follows:

**Section 1. AUTHORIZATION OF EXECUTION OF INTER-GOVERNMENTAL PAVING AGREEMENT.** Mayor James D. Stewart, Jr. is hereby authorized to execute an inter-governmental paving agreement with Jefferson County, Alabama for roadwork to Amber Hills Road. The form for this agreement shall be in substantially the same form as attached hereto as Exhibit A.

**Section 2. ORDINANCES REPEALED.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 3. SEVERABILITY.** That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Irondale hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**Section 4. LEGAL RIGHTS NOT IMPAIRED.** Nothing in this ordinance or in the Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**Section 5. ORDINANCE CUMULATIVE; COMPATIBILITY WITH OTHER REGULATIONS.** This Ordinance shall not be construed to modify or to repeal any other ordinance, rule, regulation, or other provision of law. The requirements of this Ordinance are in addition to and cumulative to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

**Section 6. PUBLICATION OF ORDINANCE.** The City Clerk of the City of Irondale is hereby ordered and directed to cause this Ordinance to be published and that a copy of this Ordinance be entered upon the minutes of the meeting of the City Council.

**Section 7. EFFECTIVE DATE OF ORDINACNE.** That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall be in full force and effect upon adoption and shall continue in full force and effect from month to month and year to year from its effective date until repealed.

**ADOPTED & APPROVED:** This 4th day of April, 2023.

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David Spivey, Council President

**APPROVED:**

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James D. Stewart, Jr., Mayor

**ATTESTED:**

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Leigh Ann Allison, City Clerk

**CERTIFICATION**

I, Leigh Ann Allison, City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Irondale at its regular meeting held on the 4th day of April, 2023, as the same appears in the minutes of record of said meeting.

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Leigh Ann Allison, City Clerk

**EXHIBIT A**

**INTERGOVERNMENTAL AGREEMENT**  
**PAVING**

**JEFFERSON COUNTY, ALABAMA** (“County”) and the **CITY OF IRONDALE, ALABAMA** (“Irondale”) enter into this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2023. The provisions of this Agreement shall become effective upon approval of the Jefferson County Commission.

**WHEREAS**, the County and Irondale desire to enter into this Agreement for the public purpose of making certain improvements to Amber Hills Road to include resurfacing, milling, localized repair and patching, paint striping, and pavement markers in Irondale, AL, Jefferson County; and

**WHEREAS**, as indicated in the attached map, the portion of Amber Hills Road to be improved is located within the City limits of Irondale and is currently maintained by the City of Irondale; and

**WHEREAS**, the County will be paving certain sections of roadway located within its own jurisdictional limits that are adjacent to Amber Hills Road, and Irondale desires to cause its portion of Amber Hills Road to be improved at the same time so as to reduce impacts to the traveling public and to complete the work in an efficient manner; and

**WHEREAS**, the cost of construction of Amber Hills Road is estimated to be \$259,969.04 (Two Hundred Fifty-Nine Thousand Nine Hundred Sixty-Nine Dollars and Four Cents). See attachment A – Estimated Costs; and

**WHEREAS**, the County will provide the required material and labor services at County Cost; and

**WHEREAS**, the City of Irondale will be responsible for paying Jefferson County for this work on Amber Hills Road; and

**WHEREAS**, Jefferson County and Irondale desire to establish their agreement herewith; and

**WHEREAS**, both 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 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 Irondale to make certain improvements to Amber Hills Road.

**IN CONSIDERATION OF THE PREMISES** stated herein County and Irondale mutually agree as follows:

- I. **PURPOSE**: The Parties agree to jointly undertake to provide for the following improvements Amber Hills Road in Irondale, AL, Jefferson County: Milling,

Resurfacing, Striping, Traffic Control, and other necessary repairs to the roadbed for placement of the final pavement wearing surface.

- II. BIDDING: The parties have authorized this agreement pursuant to similar ordinances passed by Irondale and an agreement entered into by the same, a similar resolution 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 or 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 add this work to the existing County Project No. *General County Services* Contract with established itemized bid prices for the construction of the Project.
  - B. County will invoice Irondale for all associated costs for work to Amber Hills Road completed within the city of Irondale. Irondale's share being estimated at \$259,969.04 (Two Hundred Fifty-Nine Thousand Nine Hundred Sixty-Nine Dollars and Four Cents). See Attachment A – Estimated Costs. Irondale shall pay the invoiced amount prior to work beginning by the County.
  - C. This agreement shall be subject to all terms and conditions of the applicable Alabama Bid Laws.
- III. TERM: The duration of this contract shall not exceed two years from the date of its final execution or end of the Project, whichever occurs first.
- IV. IMPLEMENTATION: The parties agree as follows:
- A. County will assume responsibility for the management of the Project.
  - B. County will provide all materials and labor during the construction phase of the Project.
  - C. **The parties expressly agree that the County does not assume any risk or future liability, or any future responsibility for any portion of Amber Hills Road located within the city limits of Irondale.**
  - D. Except as expressly 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.
  - E. 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.

F. 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.

G. 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.

V. TERMINATION:

A. The County may terminate this Agreement prior to the commencement of work 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.

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. 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.

VII. GOVERNING LAW: 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. The parties agree that jurisdiction and venue over all disputes arising under this 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: \_\_\_\_\_

BY: \_\_\_\_\_  
James A. (Jimmie) Stephens, President

ATTEST:

\_\_\_\_\_  
Millie Diliberto, Minute Clerk

CITY OF IRONDALE, ALABAMA

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
James D. Stewart Jr., Mayor



# ESTIMATE

TO: Heather Carter  
Jefferson County Roads and Transportation Department

FROM: Tent Postell  
Jefferson County Roads and Transportation Department

Date: Thursday, January 19, 2023

RE: Amber Hills Road Irondale

This estimate is for Amber Hills Road including paving prep work, paving applications, and low boy work

Equipment	\$	58,099.25
Personnel	\$	38,729.59
Material	\$	154,390.20
Contracted Work	\$	-
Signage	\$	-
Striping	\$	8,750.00
<b>TOTAL ESTIMATE</b>	<b>\$</b>	<b>259,969.04</b>

This is only an estimate final cost will be billed at completion of job.