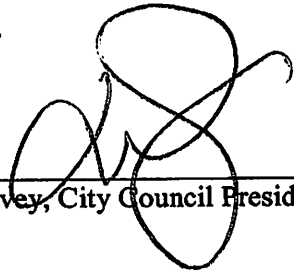


Resolution 2022-R-113

Authorizing the execution of a Billing Service Agreement with Phoenix Water Services, LLC

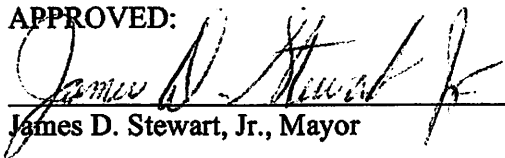
NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present, that Mayor James D. Stewart, Jr. is hereby authorized to execute a Billing Service Agreement with Phoenix Water Services, LLC in substantially the form attached hereto as Exhibit A.

ADOPTED & APPROVED: This 5th day of July, 2022.



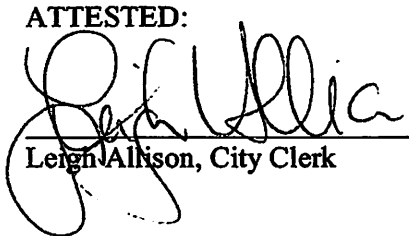
David Spivey, City Council President

APPROVED:



James D. Stewart, Jr., Mayor

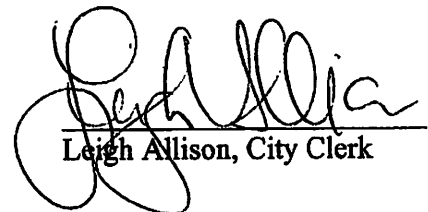
ATTESTED:



Leigh Allison, City Clerk

CERTIFICATION

I, Leigh Allison, 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 the 5th day of July, 2022, as the same appears in the minutes of record of said meeting.



Leigh Allison, City Clerk

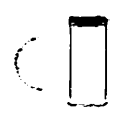


EXHIBIT A



BILLING SERVICE AGREEMENT

This agreement ("Agreement") is made this the _____ day of _____, 2022, by and between Phoenix Water Resources, LLC (hereinafter, referred to as "Phoenix"), and the City of Irondale, Alabama (hereinafter, referred to as "Irondale").

WHEREAS, Phoenix is an Alabama domestic limited liability company authorized to do business in the state of Alabama; and,

WHEREAS, Irondale is a duly constituted municipality created and operating pursuant to current Alabama Law; and,

WHEREAS, the Irondale Water Department has inhouse billing for customers connected to Irondale Water; and,

WHEREAS, Phoenix provides sewer services to its customers; and,

WHEREAS, Phoenix desires to charge for these services using an outsourced billing agency; and,

WHEREAS, Phoenix desires to engage Irondale to provide billing services to Phoenix customers and Irondale desires to accept such engagement, upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, Irondale and Phoenix agree as follows:

1. Phoenix hereby engages Irondale to perform the services described in this Agreement and Irondale accepts such engagement. Irondale will bill Phoenix customers for the sewer services provided by Phoenix and collect this payment from Phoenix customers as part of the collection of the monthly billing of Irondale water (the "Services").
2. Irondale will retain four percent (4%) of gross receipts received by Irondale for Irondale's Services. Prior to the fifth day of the month, Irondale will pay to Phoenix ninety-six percent (96%) of the gross receipts received by Irondale in the prior month for Phoenix sewer services along with an accounting of the total money collected for Services in the prior month.
3. Irondale shall collect monthly sewer charges from Phoenix customers based on the number of gallons of water used, as calculated by the Irondale Water Department, as follows:

Residential:

0,000 – 2,245 gallons = \$45.00 minimum bill

2,246 – 4,489 gallons = \$0.00415 per gallon

Over 4,489 gallons = \$0.00776 per gallon

Commercial:

\$0.01766 per gallon

Institutional:

\$0.01821 per gallon

4. Following receipt and approval of a quote for start-up costs provided by Irondale to Phoenix, Phoenix agrees to be solely responsible for any and all startup costs that Irondale will incur while transferring Phoenix sewer customers onto the Irondale water bill. This amount will be subtracted by Irondale from amounts owed to Phoenix for billing services under this Agreement.
5. The term of this Agreement shall be two (2) years from the date of the Agreement. This agreement will automatically renew unless terminated by either party pursuant to the terms of Section 7.
6. Either party may terminate this Agreement at any time and for any reason by giving thirty (30) days written notice to the other of such termination. Upon termination by Phoenix, Irondale agrees to provide to Phoenix, at a reasonable cost, all requested documentation held by Irondale related to this Agreement. Irondale shall be entitled to receive the amount of the compensation required by Section 4 for all amounts collected through the effective date of termination.
7. Phoenix and Irondale shall not be construed as joint venturers or general partners of each other, and neither shall have the power to bind or obligate the other party except as set forth in this Agreement.
8. This Agreement shall not be assigned by any party hereto without the express prior written consent of all parties hereto. Any assignment made without proper consent shall be void.
9. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or 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, Alabama
101 20th Street South
Irondale, Alabama 35210
Attn: Mayor James D. Stewart, Jr.


If to Phoenix :

Attn: _____

10. This Agreement, including any specified attachments, constitutes the entire agreement between the parties hereto. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by all parties hereto. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by in writing by all parties hereto. There shall be no third-party beneficiaries of this Agreement.
11. This Agreement is made and enforced through the laws of the State of Alabama. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the Jefferson County Circuit Court, Birmingham Division. Each party consents to the sole and proper jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court.
12. 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.
13. By signing this Agreement, 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

[Signatures on the following page]

City of Irondale, Alabama

By: 
Print: James D. Stewart, Jr.

Its: Mayor

Phoenix Water Resources, LLC

By: _____

Print: _____

Its: _____