



CITY OF CLAY, ALABAMA ORDINANCE 2022-02

AN ORDINANCE TO PROVIDE FOR AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BIRMINGHAM AND THE CITY OF CLAY

WHEREAS, the CITY OF BIRMINGHAM, ALABAMA (“**Birmingham**”), a municipal corporation, and the CITY OF CLAY, ALABAMA (“**Clay**”) a municipal corporation, desire to enter into an Agreement that will benefit both Cities (“**Agreement**”); and

WHEREAS, The Eleventh Edition of the World Games (“**TWG2022**”) are scheduled to be held in the Birmingham area during July 7-17, 2022; 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 service agreement in accordance with Alabama Code §11-102-1, *et seq.*, in order to authorize the sharing of municipal equipment and services for the benefit of both municipalities; and

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Clay, Alabama as follows:

SECTION 1. Authorization

The Mayor of the City of Clay, Alabama is hereby authorized to enter into an Agreement with the City of Birmingham, containing the following terms:

- A. **PURPOSE:** The Parties agree to the sharing of equipment and services for the mutual benefit of each municipality during the period leading up to and extending through and after TWG2022, including particularly June 30, 2022 – July 21,

2022. Clay will provide upon request and subject to availability certain equipment and services to Birmingham, including but not limited to a Light Tower, for use in preparing for and hosting TWG2022.

B. **TERM:** The provisions of this agreement shall become effective on June 1, 2022. The duration of this contract shall not exceed three months from the date of its final execution and in no event shall extend beyond July 31, 2022.

C. **IMPLEMENTATION:** The parties agree as follows:

a. Clay will make available for pick up by Birmingham, the following described equipment and such other available equipment as the parties may agree:

Description: A Light Tower

b. Birmingham will assign operators for the equipment.

c. 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.

d. 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.

e. Except as otherwise provided by law and as limited by this Agreement between the parties, the parties to this Agreement 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.

f. This Joint Services Agreement shall not take effect until it has been approved by the governing body of each of the contracting municipalities and required publications have been made. 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 municipalities shall each deliver a copy of their ordinance to the other party prior to any exchange of equipment or services.

D. **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.

E. NON-DISCRIMINATION:

During the performance of this contract Clay agrees as follows:

(1) Clay 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. Clay 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. Clay agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) In the event of the Clay's 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 Birmingham municipal contracts.

F. HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES: Clay acknowledges that the Birmingham, as a matter of public policy and to the extent allowed under applicable law, encourages participation of minority-owned, women owned and disadvantaged business enterprises to the maximum extent possible and seeks to provide opportunities for and to actively include Disadvantaged Business Enterprises (DBEs) and Historically Underutilized Business Enterprises (HUBE's) which includes architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the Birmingham's business, economic and community revitalization programs. Clay agrees to reasonably comply with this policy, and to include and retain those firms, contractors and consultants as sub-contractors or participants in other capacities to assist Clay to complete the services provided pursuant to this Agreement.

G. OFFSET FOR OVERDUE FEES, TAXES, ETC.: Pursuant to Executive Order of the Mayor of Birmingham No. 76-09 (effective as of August 21, 2009), Clay acknowledges and agrees that Birmingham has the right to deduct from the total amount of consideration to be paid, if any, to Clay under this Agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due Birmingham from Clay.

H. **BOYCOTTING ACTIVITIES:** By signing this contract, the Parties represent and agree that they are 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.

I. **TERMINATION:**

a. Any party hereto may terminate this Agreement at any time 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. If the Agreement is terminated by Clay prior to the end of the Term of this Agreement, the Vehicle shall be returned to Birmingham upon request by written request by Birmingham.

J. **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.

K. **GOVERNING LAW:** This agreement shall be governed by and construed in accordance with the laws of the State of Alabama as interpreted by Alabama Courts.

SECTION 2. Severability.

The provisions of this Ordinance are hereby declared to be severable. If any of these sections, provisions, sentences, clauses phrases, or parts is held to be unconstitutional or void, the remainder shall continue in full force and effect.

SECTION 3. Publication.

This Ordinance shall become effective upon publication as required by statute.

ADOPTED AND APPROVED THIS the 14th day of June 2022.

ATTEST:

CITY OF CLAY, ALABAMA

City Clerk

By: _____
Mayor



CITY OF CLAY, ALABAMA ORDINANCE 2022-02

I, the undersigned City Manager of the City of Clay, Alabama, do hereby certify that the above and foregoing is a true copy of one Ordinance lawfully passed and adopted by the City Council named therein, at a regular meeting of such Council, and that such resolution is on file in the City Clerk's Office.

I further certify that said Ordinance was posted as required by State Law at the following locations: Clay City Hall; Clay Post Office, Clay Public Library and the Clay Seniors Center all being in the City of Clay.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 14th day of June, 2022.

Ronnie Dixon
City Manager