

**INTERGOVERNMENTAL AGREEMENT
ESTABLISHING
THE PURCHASING ASSOCIATION OF CENTRAL ALABAMA**

This Agreement made this _____ day of _____, 20____
Between the County of Jefferson, Alabama, and such other public bodies located within
Jefferson County and other counties of Alabama as choose to be governed by the provisions of
the Purchasing Association of Central Alabama as hereinafter set forth,

WITNESSETH:

In consideration of the premises and the mutual covenants and agreements stipulated
herein, and pursuant to the authority granted by the State of Alabama Interlocal Cooperation Act
of 1969 and under the General Provisions of the public contracts law of the State of Alabama
(Code of Alabama, § 41-16-21.1 and 41-16-50), the parties hereto do hereby agree as follows:

SECTION 1

The parties hereto do hereby create, as a voluntary association, the Purchasing
Association of Central Alabama, hereinafter referred to as “the Cooperative,” for the purpose of
coordinating cooperative joint purchases for the mutual economic advantage of its members.
The Cooperative shall consist of a representative from each public entity participating in this
Agreement. Said Cooperative shall be free to adopt such rules for organization and procedure, as
it may deem suitable for the conduct of its business.

SECTION 2

The representative of each participating jurisdiction will have membership on the
Advisory Board of the Cooperative, with one vote being allocated to each participant. Each
participating unit of government shall determine the manner of selecting its representative;
however, it is recognized that personnel with responsibilities associated with the purchasing
process are more ideally suited as representatives.

SECTION 3

The parties to this Agreement will identify by way of their membership on said Advisory
Board those items and classes of items for which joint purchase may be advantageous for the
period commencing with the execution of this Agreement and continuing until terminated, as
hereinafter provided.

SECTION 4

The specifications for items to be purchased will be prepared by the Purchasing
Department of the Jefferson County Commission (hereinafter referred to as “the County”) for
use by all members of the Cooperative. Where feasible, the county shall seek input from the
other participants to ensure that said specifications meet the broadest range of needs. Each
participating government shall identify the items to be jointly purchased and indicate therein the
quantities, or range of quantity desired, the location for delivery and other requirements, to
permit the preparation and filing of plans and specifications as provided by law. In all cases
where appropriate, the Cooperative shall seek to use standard specifications such as those used
by the State of Alabama, the National Institute of Governmental Purchasing, the American
Society of Testing and Materials, and other appropriate standards not cited herein.

SECTION 5

The County shall act as the lead jurisdiction for the Cooperative and will assume the
responsibility for coordinating and advertising for bids on behalf of the other members of the
Cooperative participating in a particular joint purchase. As such, the County shall be designated
to receive and open bids on behalf of the other participating governments at the time and in the
manner provided by law.

SECTION 6

The County will receive responses to all bids. Not later than fifteen (15) days following the receipt of bids, the County will submit to all participating members a complete tabulation of all bids received and a recommendation as to the lowest responsible bidder.

If the County determines that the lowest bidder is not responsible and accordingly certifies that some other bidder has the lowest responsible bid, it will include an explanation and report on its findings along with the tabulation and recommendation.

SECTION 7

Contracts of purchase will be awarded to the lowest responsible bidder as recommended by the County in consultation with its fellow members, except as provided for herein. Each party to this Agreement shall prepare separate and individual contracts and requisitions when providing for procurement of items coordinated through and in accordance with any recommendation by the County.

SECTION 8

Each individual member may reserve the right to disregard the recommendation of the County as to the lowest responsible bid in favor of applying its existing residence privilege pursuant to the public contract law of the State of Alabama (Code of Alabama, §41-16-50). In that event, each member jurisdiction may reserve the right to utilize specifications and bids prepared through the Cooperative and to award contracts of purchase, individually and on its own behalf; provided, however, that invitations for such individual bids are not advertised, nor are awarded within sixty (60) days of the period in which the County is soliciting and awarding bids for the same products and/or services, except in cases of emergency or extreme hardship pursuant to the public contract law of the State of Alabama (Code of Alabama §41-16-53).

SECTION 9

The County will not assume any financial or contractual obligation for any commodities, materials, and/or services for which the County coordinates the bidding on behalf of the Cooperative. Each participating government assumes sole and complete responsibility for its own procurement, delivery, storage, and payment, and will not impose or accept any additional obligations on either the County or any other member of the Cooperative relating to those responsibilities, either by way of this Agreement or by stipulating to its provisions.

SECTION 10

Any dispute arising between any of the parties hereto and a successful bidder not relating to either the validity of the award or contract of purchase or contract of service, or the rejection of any bid or bids will be settled by and at the cost of that party involved in the dispute and without obligation or responsibility on the part of the County, the Cooperative, or the other member jurisdictions.

SECTION 11

In the interest of the success of the Cooperative, those parties stipulating to this Agreement will be required to remain as members of the Cooperative for a period of not less than one (1) year from the date of inception.

SECTION 12

Any jurisdiction that wishes to terminate its membership in the Cooperative may do so by indicating the same in writing to the Purchasing Manager for the Jefferson County Commission. Members will agree to exercise this option only at the end of each fiscal year of the Cooperative. Likewise, membership in the Cooperative will be terminated automatically upon legal dissolution of any participating entity. However, under no circumstances will any exiting or dissolved jurisdiction be entitled to reimbursement of fees or other funds previously expended for the establishment, operation, or maintenance of the Cooperative.

SECTION 13

To facilitate the success of the Cooperative, the County agrees to install an assistant purchasing manager who will have primary responsibility for contract design and coordination with the other member governments. The total expense of these personnel will be divided among the participating governments. The participating members reserve the right to assess themselves, in proportion to their contribution, based on a fee and formula to be determined on an annual basis.

There is hereby established an executive committee comprised of the chief executive or their designate of each participating entity. The executive committee shall promulgate rules, regulations, and/or bylaws in accordance with the laws of the State of Alabama, for the operation and maintenance of the Cooperative, including but not limited to, the determination of the above-mentioned assessment.

SECTION 14

The members of the Cooperative shall have the power, pursuant to laws of the State of Alabama (Code of Alabama §41-16-21.1 and 41-16-50), to jointly contract with consultants and other such resources as is deemed necessary to provide services authorized by law for the development and realization of the Cooperative's objectives.

SECTION 15

This Agreement will take effect upon execution by the signatories. Thereafter, additional public entities within Jefferson County and other counties of Alabama, may elect to join the Cooperative by executing this Agreement in the form prescribed by the existing members of the Cooperative, and such execution subsequent to the date herein written above will not be deemed to require re-execution of this Agreement by any party previously stipulating to its provisions.

IN WITNESS WHEREOF, the parties hereto, having obtained the full consent of their governing bodies, have caused this Agreement to be executed by their duly authorized officers on the day and year written above.

COUNTY OF _____, ALABAMA,
A Municipal/Public Corporation

By: _____

Its: _____

Attest: _____

COUNTY OF _____, ALABAMA,
A Municipal/Public Corporation

By: _____

Its: _____

Attest: _____
