



Town of Perdido Beach

**ORDINANCE 2018-03 AN ORDINANCE REPEALING ORDINANCE 2012-02
PROVIDING FOR ENTERING INTO AN INTERGOVERNMENTAL JOINT PURCHASING
AGREEMENT BETWEEN THE TOWN OF PERDIDO BEACH AND THE BALDWIN
COUNTY COMMISSION RELATED TO PRE-EVENT DEBRIS REMOVAL AND
DISPOSAL SERVICES CONTRACT**

WHEREAS, pursuant to provisions of the public contracts laws of the State of Alabama, Section 41-16-50, Code of Alabama, 1975, the **COUNTY** and **TOWN** seek to enter into a joint purchasing agreement in order to take advantage of lower prices, reduced advertising costs and other economics associated with combining for services and bidding related to the **COUNTY'S** Pre-Event Debris Removal and Disposal Services Contract, through the joint competitive bidding process.

NOW, THEREFORE, be it ordained and enacted by the Town Council of the Town of Perdido Beach, Alabama, pursuant to Section 41-16-50, Code of Alabama, 1975, that the Town Council does hereby agree to enter into an intergovernmental joint purchasing agreement with the Baldwin County Commission related to pre-event debris removal and disposal services contract as follows:

1. The **COUNTY** and **TOWN** shall, at all times, comply with the various laws governing joint purchasing, including, but not limited to, Section 41-16-50, Code of Alabama, 1975.
2. The **COUNTY** shall be responsible for all the bid criteria, specifications and procedures associated with bidding the Pre-Event Debris Removal and Disposal Services Contract, including preparation of bid documents, distribution of bid information to all appropriate vendors, advertising bids, bid opening(s), awarding of the bid and maintaining all public records regarding the bid as required by applicable law. The advertising of bids shall be in accordance with applicable state law as determined by the **COUNTY**.
3. The **COUNTY** and **TOWN** do hereby agree to engage in joint bidding and purchasing for the procurement of debris removal and disposal services, including, but not limited to, debris removal, disposal services, labor, equipment, insurance, temporary storage sites, debris reduction, stump removal, appliance disposal, road clearing, management, monitoring, coordination, and FEMA program compliance, as determined by the **COUNTY**. As stated above, the bid criteria and specifications shall be the responsibility of the **COUNTY**, and the **TOWN** agrees to abide by the same as determined by the **COUNTY**.

4. The **COUNTY** and **TOWN** do hereby agree that the **COUNTY** shall have the sole authority to determine the adequacy of all bids and the relative responsibility of all bidders, and the **COUNTY** shall have the sole authority to award the bid which shall be binding on the **COUNTY** and **TOWN**, subject to any termination rights set forth in this **AGREEMENT** or any contract executed by either party pursuant to this **AGREEMENT**.
5. The **COUNTY** and **TOWN** shall enter into separate contracts with the successful bidder based on the contract award, and the method of payment shall be as set forth in the bid documents. The **COUNTY** shall be responsible for the payment of any costs or expenses it requests or incurs for services provided in the unincorporated areas of Baldwin County pursuant to its contract with the successful bidder. The **TOWN** shall be responsible for any costs or expenses it requests or incurs in the corporate limits of the Town of Perdido Beach or otherwise pursuant to its contract with the successful bidder.
6. The **TOWN** shall indemnify and hold the **COUNTY**, its Commissioners, officers, directors, employees, affiliates, representatives and agents harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs and expenses including, without limitation, attorneys' fees, for any and all liabilities and obligations that may result from any joint bids or contracts.
7. This **AGREEMENT** shall be effective and commence immediately on February 22, 2012, and shall terminate on February 22, 2015, unless otherwise terminated by the parties as set forth herein.
8. The **COUNTY** and **TOWN** may cancel or terminate this **AGREEMENT** for any reason upon written notice to the other party at least thirty (30) days prior to the date of termination. Upon such termination, each party shall continue to be responsible for the payment of any and all costs or expenses incurred by such party pursuant to this **AGREEMENT** or any contract executed by either party pursuant to this **AGREEMENT**.
9. This **AGREEMENT** may be amended or modified only by the written consent and agreement of the parties to this **AGREEMENT** at the time of such amendment.
10. The failure of either party to enforce any provision of this **AGREEMENT** shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this **AGREEMENT**.
11. This **AGREEMENT** and the documents referred to in this **AGREEMENT** constitute the entire agreement between the parties, and there are no other responsibilities, conditions, covenants or agreements which shall be binding upon the parties. No work, service, or liability on part of the **COUNTY** other than that specifically mentioned in this **AGREEMENT** is included or intended.

12. The parties hereto acknowledge that each party and its counsel have reviewed and revised this **AGREEMENT** and that normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this **AGREEMENT** or any amendments hereto.
13. No provision contained herein shall be construed to confer any benefit, direct or indirect, on any person or entity who is not a party to the execution of this **AGREEMENT**, and no person or entity shall be deemed a third-party beneficiary of this **AGREEMENT**.
14. The **TOWN** represents and warrants that it has the authority to enter into this **AGREEMENT** on the terms and conditions contained herein.
15. In the event that any of the provisions, or portions thereof, of this **AGREEMENT** shall be held void or unenforceable or invalid by any competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.
16. This **AGREEMENT** shall be deemed to have been made within the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder shall be determined under, governed by and construed in accordance with the laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL of the Town of Perdido Beach, Alabama, Ordinance 2012-02 is hereby repealed.

Done under the Seal of the Town of Perdido Beach, Alabama, on this 24th day of May, 2018



Kae Hamilton, Mayor

ATTEST:



Lynn Thompson, Town Clerk

Town of Perdido Beach Certificate of Publication. This is to certify that Ordinance 2018-__ of the Town of Perdido Beach, Alabama, was published by posting on at least three (3) bulletin boards in the Town from May 25, 2018 until June 25, 2018, at the following locations:

- (1) Town Hall
- (2) Perdido Beach VFD
- (3) St. Andrew's By the Sea Church
- (4) Perdido Beach Baptist Church



Lynn Thompson, Town Clerk