

## **MEMORANDUM OF AGREEMENT**

### **BY AND BETWEEN THE CITY OF MADISON, ALABAMA AND THE MADISON COUNTY COMMISSION, FOR JOINT PURCHASING AGREEMENT OF GRAVEL AND AGGREGATE STONE**

This Memorandum of Agreement ("MOA") is entered into by and between the City of Madison, Alabama ("City") and the Madison County Commission ("Madison County") and shall be effective as of the date this Agreement is executed by the parties hereto. In the event the authorized signatures are affixed on different dates, the latter date of execution shall be the effective date.

**WHEREAS**, Title 11, Chapter 102 of the Code of Alabama (1975), as amended, expressly provides for counties and incorporated municipalities in the State of Alabama to enter into written agreements for the joint exercise of any power or service that each of them are authorized to exercise individually; and

**WHEREAS**, the public purpose of reduced prices for gravel and stone aggregate would be served by a joint purchasing agreement whereby both the City and Madison County could utilize each other's existing contracts for gravel and aggregate stone; and

**WHEREAS**, the City currently holds a contract with Rogers Group, Inc. pursuant to a duly executed competitive bid ratified via Madison Resolution No. 2023-093 for gravel and aggregate stone pursuant to Bid. No. 2023-001-ITB; and

**WHEREAS**, the County is currently finalizing a bid for gravel and aggregate stone in accord with the Alabama Competitive Bid law;

**NOW, THEREFORE, THE PARTIES INTENDING TO BE LEGALLY BOUND,  
HEREBY MEMORIALIZE THE TERMS AND CONDITIONS OF THEIR AGREEMENT  
AND DECLARE THAT THEY ARE AND SHALL BE AS FOLLOWS:**

1. This Memorandum of Agreement between the City and Madison County provides that both the City and Madison County may utilize contracts entered by either the City or Madison County for the purchase of gravel and aggregate stone and utilize such pricing pursuant to each parties' contracts for gravel and aggregate stone; and
2. This agreement shall be terminated by either party with thirty (30) days' notice to the other; and
3. This agreement shall exist for a term of one (1) year and may be renewed for up to three (3) additional yearlong terms upon both parties' notice to the other to extend the agreement; and

4. Any notice of termination and/or renewal of this agreement shall be sent to either the City Attorney or the County Attorney.

**City of Madison, Alabama,  
a municipal corporation**

**Madison County, Alabama**

\_\_\_\_\_  
**Paul Finley, Mayor  
City of Madison  
Commission**

\_\_\_\_\_  
**Mac McCutheon, Chairman  
Madison County**

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

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

**ATTEST:**

**ATTEST:**

**By:**\_\_\_\_\_

**By:**\_\_\_\_\_

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

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