



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. FRANK BURT, JR.
2. CHRIS ELLIOTT
3. J. TUCKER DORSEY
4. CHARLES F. GRUBER

March 7, 2017

The Honorable Robert Wilters
Office of District Attorney
Baldwin County
Post Office Box 1269
Bay Minette, Alabama 36507

RE: Interagency Agreement between Revenue Commissioner and District Attorney for Legal Services

Dear District Attorney Wilters:

The Baldwin County Commission, during its regularly scheduled meeting held on March 7, 2017, approved the **enclosed** *Interagency Agreement (Memorandum of Understanding) between the Revenue Commissioner of Baldwin County and the District Attorney of Baldwin County* for the District Attorney's Office to provide investigative and litigation services to the Baldwin County Revenue Commissioner in matters of reappraisals and tax appeals at a cost of \$30,000.00 (thirty thousand dollars) per year to be paid by the Revenue Commissioner to the District Attorney's Office. This *Agreement* shall commence upon full execution and approval by the Baldwin County Commission, and expire on October 1, 2020, unless terminated as set forth in the *Agreement*.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4606 or Teddy Faust, Jr., Revenue Commissioner, at (251) 937-0245.

Sincerely,

T. CHRISTOPHER ELLIOT, Chairman
Baldwin County Commission

TCE/met Item BE1

cc: Teddy Faust, Jr., Revenue Commissioner
Susan Hill

ENCLOSURE

STATE OF ALABAMA) INTERAGENCY AGREEMENT BETWEEN THE REVENUE
) COMMISSIONER OF BALDWIN COUNTY AND THE
BALDWIN COUNTY) DISTRICT ATTORNEY OF BALDWIN COUNTY

AGREEMENT

WHEREAS, the Revenue Commissioner of Baldwin County, Alabama, is statutorily responsible for collecting land taxes and other taxes of Baldwin County; and

WHEREAS, the Revenue Commissioner of Baldwin County, Alabama, needs investigative and litigation services relative to the collection of taxes; and

WHEREAS, the legislature has imposed upon the Revenue Commissioner a duty to reappraise property taxes in Baldwin County; and

WHEREAS, reappraisal of property in Baldwin County is a constant and ongoing duty which requires the assistance and expertise of an attorney to represent the Baldwin County Board of Equalization and handle all litigation; and

WHEREAS, the Baldwin County District Attorney's Office has the necessary credentials and expertise to provide the litigation services required.

The Baldwin County Revenue Commissioner and the Baldwin County District Attorney's Office mutually agree to the following:

1. The BALDWIN COUNTY DISTRICT ATTORNEY shall investigate, litigate, represent, and protect the interests of the Baldwin County Revenue Commissioner in matters of reappraisals and tax appeals.
2. The BALDWIN COUNTY REVENUE COMMISSIONER authorizes the BALDWIN COUNTY DISTRICT ATTORNEY'S OFFICE to be reimbursed for reasonable and necessary expenses concerning the duties they undertake on behalf of the BALDWIN COUNTY REVENUE COMMISSIONER, subject to the prior approval of such expenses by the BALDWIN COUNTY REVENUE COMMISSIONER.
3. The BALDWIN COUNTY DISTRICT ATTORNEY will lend the use of its office space located at the Baldwin County Central Annex Building in Robertsdale, Alabama to the BALDWIN COUNTY REVENUE COMMISSIONER.
4. The BALDWIN COUNTY COMMISSION retains the right to seek additional legal assistance for representing the state and county in property tax cases appealed to the circuit court.
5. Should the need for representation in matters of reappraisals and tax appeals become significantly greater than presently foreseen, the parties can renegotiate the terms of this agreement.
6. In consideration of the services rendered and office space loaned, the BALDWIN COUNTY REVENUE COMMISSIONER agrees to pay the BALDWIN COUNTY DISTRICT ATTORNEY'S OFFICE the sum of THIRTY THOUSAND DOLLARS (\$30,000.00) per year, which shall be paid in four equal quarterly installments.

7. This Agreement shall expire on October 1, 2020, unless either party elects to terminate this Agreement by giving ninety (90) days written notice of termination to the other party. In the event of termination, the amount to be paid to the BALDWIN COUNTY DISTRICT ATTORNEY'S OFFICE shall be prorated through the date of the termination.

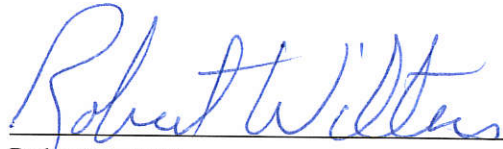
8. This agreement is contingent upon the approval of the Baldwin County Commission.

Accordingly, in witness thereof, the parties execute this agreement.

APPROVED:


Teddy J. Faust, Jr.
Baldwin County Revenue Commissioner

APPROVED:


Robert E. Wilters
Baldwin County District Attorney

STATE OF ALABAMA)
BALDWIN COUNTY)

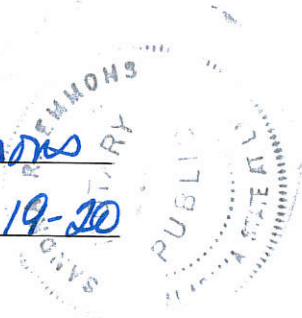

STATE OF ALABAMA)
BALDWIN COUNTY)

Sworn before me this 2nd day of
March, 2017.

Sworn before me this 1st day of
March, 2017.



Notary Public
My Commission Expires: 6-29-19



Notary Public
My Commission Expires: 9-19-20

NOTARY PUBLIC ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES: 06/29/2019
BONDED THRU WESTERN SURETY COMPANY