



## COUNTY COMMISSION

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

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

January 17, 2017

The Honorable Jim Hamby  
Mayor  
Town of Elberta  
Post Office Box 277  
Elberta, Alabama 36530

**RE: Agreement with the Town of Elberta - Enforcement of Buildings Laws and Codes**

Dear Mayor Hamby:

The Baldwin County Commission, during its regularly scheduled meeting held on January 17, 2017, took the following actions:

- 1) With respect to Section 34-14A-12 of the Code of Alabama 1975, authorized the Baldwin County Building Inspection Department to enforce the Building Codes adopted by the Baldwin County Commission and any amendments thereto, within the corporate limits of the Town of Elberta, Alabama with the understanding that all fees collected under this authorization and by the Baldwin County Building Inspection Department shall be retained by the Baldwin County Commission; and
- 2) Authorized the execution of the *Agreement (Building Laws and Codes) between the Baldwin County Commission and the Town of Elberta, Alabama* to accomplish the aforementioned. The term of this *Agreement* shall be for thirty-six (36) months beginning on the date of full execution, and either party shall be entitled to terminate this *Agreement* by passing a resolution expressing said party's desire to terminate and providing written notice of the same to the other party.

Enclosed is a **fully executed copy** of the *Agreement* for your file.

The Honorable Jim Hamby  
January 17, 2017  
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If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4606 or Mike Howell, Building Official, at (251) 972-6837.

Sincerely,



T. CHRISTOPHER ELLIOTT, Chairman  
Baldwin County Commission

TCE/met Item BE3

cc: Mike Howell  
Kim Nelson  
Ron Cink

ENCLOSURE

**AGREEMENT**  
**BETWEEN**  
**THE BALDWIN COUNTY COMMISSION**  
**AND THE**  
**TOWN OF ELBERTA, ALABAMA**  
**[Building Laws and Codes ]**

WHEREAS, the BALDWIN COUNTY COMMISSION, hereinafter referred to as “the COMMISSION”, and the TOWN OF ELBERTA, ALABAMA, hereinafter referred to as “the MUNICIPALITY,” desire to enter into an agreement concerning the establishment and enforcement of Building Laws and Codes within the corporate limits of the MUNICIPALITY consistent with Section 34-14A-12 of the Code of Alabama (1975); and

WHEREAS, the MUNICIPALITY has requested that the COMMISSION enforce the Building Code of Baldwin County, and any successor thereto, within the corporate limits of the MUNICIPALITY and hereby assents to said enforcement.


NOW, THEREFORE, the COMMISSION and the MUNICIPALITY do hereby agree, pursuant to all authority under Alabama and/or applicable law, as follows:

1. The COMMISSION shall enforce the Building Code of the County (the Code), and any successor thereto, within the corporate limits of the MUNICIPALITY.
2. All fees generated from said building code, and any successor thereto, shall be the property of and retained by the COMMISSION.
3. The COMMISSION shall enforce the Code in the same manner as it enforces the Code in the unincorporated areas of the County.
4. The MUNICIPALITY shall be responsible for the issuance and approval of Land Use Certificates on any construction within the corporate limits of the MUNICIPALITY.

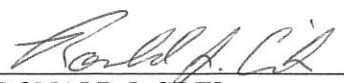
5. This Agreement shall be for a term of thirty-six (36) months from the date of full execution of this Agreement, and either party shall be entitled to terminate this Agreement by passing a resolution expressing said party's desire to terminate and providing written notice of the same to the other party.
6. The MUNICIPALITY shall fully indemnify and hold the COMMISSION, its Commissioners, departments, employees, supervisors, agents, representatives and attorneys (hereinafter referred to collectively in this paragraph as the "Commission") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the County enforcing, defending or complying with this Agreement, or otherwise addressing any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the COMMISSION and MUNICIPALITY have fully executed this Agreement on the day and year last written below by their duly authorized representatives.

**BALDWIN COUNTY COMMISSION**

  
\_\_\_\_\_  
T. CHRISTOPHER ELLIOTT                      Date  
Chairman

ATTEST:

  
\_\_\_\_\_  
RONALD J. CINK  
County Administrator/Budget Director



**TOWN OF ELBERTA, ALABAMA**

 12-20-16  
\_\_\_\_\_  
JIM HAMBY Date  
Mayor

ATTEST:

  
\_\_\_\_\_  
LISA SALTER, Town Clerk

This Instrument prepared by:

KIMBERLEY J. NELSON

Office Administrator/Building Inspection  
Baldwin County Commission  
201 East Section Avenue

Foley, Alabama 36535