



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. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

February 18, 2020

Honorable Kae Hamilton
Mayor
Town of Perdido Beach
Post Office Box 488
Perdido Beach, Alabama 36530

RE: Agreement with the Town of Perdido Beach - Enforcement of Flood Damage Prevention Ordinance

Dear Mayor Hamilton:

The Baldwin County Commission, during its regularly scheduled meeting held on February 18, 2020, 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 Town of Perdido Beach's Flood Damage Prevention Ordinance No. 2019-01, and to any amendments thereto, 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 **enclosed** *Agreement* between the Baldwin County Commission and the Town of Perdido Beach, 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 the *Agreement* by passing a resolution expressing their desire to terminate and providing written notice of the same to the other party.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-8515 or Eddie Harper, Building Official, at (251) 972-6837.

Sincerely,

BILLIE JO UNDERWOOD, Chairman
Baldwin County Commission

BJU/me Item BF6

cc: Eddie Harper
Kim Nelson
Wayne Dyess

ENCLOSURE(S)

AGREEMENT
BETWEEN
THE BALDWIN COUNTY COMMISSION
AND THE
TOWN OF PERDIDO BEACH, ALABAMA
[Enforcement of the Flood Damage Prevention Ordinance]

WHEREAS, the BALDWIN COUNTY COMMISSION, hereinafter referred to as “the COMMISSION”, and the TOWN OF PERDIDO BEACH, ALABAMA, hereinafter referred to as “the MUNICIPALITY,” desire to enter into an agreement concerning the enforcement of the MUNICIPALITY’s Flood Damage Prevention Ordinance, Ordinance No. 2019-01, 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 MUNICIPALITY’s Flood Damage Prevention Ordinance, Ordinance No. 2019-01, and any amendments 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 MUNICIPALITY’s Flood Damage Prevention Ordinance, Ordinance No. 2019-01, and any amendments thereto, within the corporate limits of the MUNICIPALITY.
2. All fees generated from said administration and enforcement of the MUNICIPALITY’s Flood Damage Prevention Ordinance, Ordinance No. 2019-01, and any amendments thereto, shall be the property of and retained by the COMMISSION.
3. The MUNICIPALITY shall be responsible for the issuance and approval of Land Use Certificates on any construction within the corporate limits of the MUNICIPALITY.

4. 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.
5. 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.

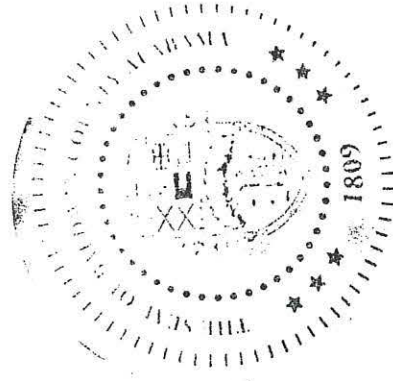
BALDWIN COUNTY COMMISSION


BILLIE JO UNDERWOOD
Chairman


Date

ATTEST:


WAYNE DYESS
County Administrator



TOWN OF PERDIDO BEACH, ALABAMA

Kae Hamilton 1/8/2020
KAE HAMILTON Date
Mayor

ATTEST:

Lynn Thompson
LYNN THOMPSON, Town Clerk

This Instrument prepared by:

KIMBERLEY J. NELSON
Office Administrator/Building Inspection
Baldwin County Commission
201 East Section Avenue
Foley, Alabama 36535