



COUNTY COMMISSION

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

February 18, 2020

MEMBERS
DISTRICT 1. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

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

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

Dear Mayor Hamby:

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 Elberta's Municipal Flood Damage Prevention Ordinance No. 2019-03, and 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 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 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 BF2

cc: Eddie Harper
Kim Nelson
Wayne Dyess

ENCLOSURE(S)

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

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 enforcement of the MUNICIPALITY’s Flood Damage Prevention Ordinance, Ordinance No. 2008-07, 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. 2008-07, 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. 2008-07, 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. 2008-07, 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.

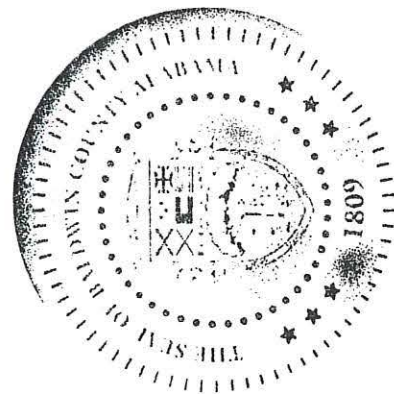
BALDWIN COUNTY COMMISSION

 2/18/2020
BILLIE JO UNDERWOOD Date
Chairman

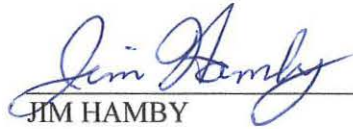
ATTEST:



WAYNE DYESS
County Administrator



TOWN OF ELBERTA, ALABAMA


JIM HAMBY
Mayor

1-21-20
Date

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