



RESOLUTION 2016-21

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE BALDWIN COUNTY COMMISSION FOR BALDWIN COUNTY TO ENFORCE, WITHIN THE CORPORATE LIMITS OF THE TOWN OF PERDIDO BEACH, ALABAMA, THE BUILDING CODES OF BALDWIN COUNTY ALABAMA AND THE FLOOD DAMAGE PREVENTION ORDINANCE OF THE TOWN OF PERDIDO BEACH, ALABAMA.

WHEREAS, the Town Council believes it would be in the Town's best interest to authorize the Baldwin County Commission to enforce, within the corporate limits of the Town of Perdido Beach, the building codes of Baldwin County and the Flood Damage Prevention Ordinance of the Town of Perdido Beach. The Town also authorizes payment to Baldwin County of any associated fees related to enforcement, within the corporate limits of the Town of Perdido Beach, of the Building Codes of Baldwin County and the Flood Damage Prevention Ordinance of the Town of Perdido Beach. This authorization is consistent with Title 34-14A-12 of the Code of Alabama 1975.

NOW THEREFORE, BE IT RESOLVED, by the Council of the Town of Perdido Beach, Alabama, that Mayor Kae Hamilton is hereby authorized to enter into an agreement with the Baldwin County Commission, for the purpose of authorizing Baldwin County to enforce, within the corporate limits of the Town of Perdido Beach, Alabama, the Building Codes of Baldwin County and the Flood Damage Prevention Ordinance Number 2010-01 of the Town of Perdido Beach. Said agreement shall last until such time as the Town of Perdido Beach, Alabama, takes action to rescind such authority.

Adopted this 15th day of December, 2016

Kae Hamilton, Mayor

ATTEST:

Lynn Thompson, Town Clerk

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. 2010-01, 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. 2010-01, 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. 2010-01, 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. 2010-01, 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

T. CHRISTOPHER ELLIOTT Date
Chairman

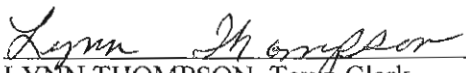
ATTEST:

RONALD J. CINK
County Administrator/Budget Director

TOWN OF PERDIDO BEACH, ALABAMA

 12/16/16
KAE HAMILTON Date
Mayor

ATTEST:


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

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

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 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.

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Chairman

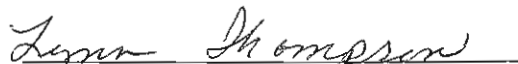
ATTEST:

RONALD J. CINK Date
County Administrator/Budget Director

TOWN OF PERDIDO BEACH, ALABAMA


KAE HAMILTON Date
Mayor

ATTEST:


LYNN THOMPSON, Town Clerk

This Instrument prepared by:

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