

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

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