

MEMORANDUM OF UNDERSTANDING FOR FIRE CODE SERVICES

This Memorandum of Understanding (“MOU”) is hereby entered into this ____ day of _____, 2021, by and between the Baldwin County Commission, (“County”); and the City of Orange Beach, Alabama, a Municipal Corporation, (“City”).

WHEREAS, the County has the power and authority to adopt and enforce building construction standards in the Orange Beach Police and Planning Jurisdiction (“Service Area”), provide building construction plan review, and to provide building construction inspections within this service area; and

WHEREAS, the County has NOT adopted the International Fire Code and is not equipped to perform plan review or inspections from a fire safety standpoint; and

WHEREAS, the City and the County entered into an agreement on [ENTER DATE] empowering the City to perform certain fire plan review and fire code services within the Service Area under the direction of the County Building Official, but the Services Agreement is not effective until [ENTER DATE]; and

WHEREAS, the fire code plan review and inspection services will be provided free-of-charge.

I. The City shall provide the following services in the Orange Beach Police and Planning Jurisdiction: plan review per the City of Orange Beach’s adopted version of the International Fire Code (“Fire Code”), Fire Code required inspections for applicable county permitted projects in the Service Area; interpretations of the Fire Code related to the applicable permitted projects; and annual inspections of the existing commercial occupancies in the Service Area. All Services provided by the City are deemed to be governmental functions, involving governmental services, activities, and/or undertakings.

II. Relationship between the parties. The City agrees that it shall provide the services through City employees who shall remain City employees, and not County employees, while providing the services.

III. Fire Code. For the purposes of this MOU, “Fire Code” includes the International Fire Code; that the City has adopted and incorporated by reference.

IV. Record-Keeping. The City agrees to maintain and dispose of records related to its Services provided hereunder pursuant to the City’s adopted records retention policies and procedures. If the County desires to obtain copies of any such records, the County may request such records from the City, and the City shall provide existing records within a reasonable time frame.

V. Fees and Compensation. Because of the mutual benefits received by the parties, the City shall not collect any permit fees or other compensation to the City for its services provided pursuant to this MOU.