

**MEMORANDUM OF UNDERSTANDING
AMONG
THE ALABAMA DEPARTMENT OF PUBLIC HEALTH,
THE ALABAMA PUBLIC HEALTH CARE AUTHORITY,
AND
BALDWIN COUNTY, ALABAMA
FOR IMPROVEMENTS TO THE
BALDWIN COUNTY PUBLIC HEALTH FACILITY**

This Memorandum of Understanding (MOU) entered into by and among the **Alabama Department of Public Health**, hereinafter "**Department**," the **Alabama Public Health Care Authority**, hereinafter "**APHCA**", and Baldwin County Commission, Baldwin County, Alabama, hereinafter the "**County**," is effective June 1, 2025, and terminates June 30, 2026.

WHEREAS, the public health facility located at 23280 Gilbert Drive, Robertsdale, Alabama, in Baldwin County (the "Premises"), is owned by the County and occupied by the Department, with the County and the Department having historically operated as lessor and lessee pursuant to the parties' Lease Agreement, for the Department's continued use of the Premises; and

WHEREAS, it is the understanding of the County and the Department that the Premises includes all improvements to the public health facility and related parking facilities, and all furnishings, fixtures, and equipment installed therein, and no alterations, additions or improvements to the Premises are to be made by the Department without first obtaining the express written consent of the County; and

WHEREAS, APHCA is a public corporation duly incorporated and authorized by resolution of the County Commission of Monroe County, Alabama, on November 21, 1995, under the provisions of The Health Care Authorities Act of 1982 codified at Alabama Code Sections 22-21-310 through 22-21-359, which authorizes APHCA to acquire, construct, install, equip, renovate and/or refurbish public health care facilities in order to promote public health throughout the State of Alabama; and

WHEREAS, the Department contributed funds to APHCA to allow APHCA to make certain repairs and maintenance in county-owned public health facilities, including, but not limited to, the Premises;

NOW, THEREFORE, in consideration of the mutual covenants herein below specified and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties herein agree to the following:

The County and the Department are mutually desirous of APHCA making the following improvements at the Premises:

1. Flat roof replacement for Robertsdale

2. Pressure wash sidewalks.
3. Paint posts with rust inhibitive paint and replace "no parking sign" and two (2) "handicap signs".
4. Paint exterior door leafs with rust inhibitive paint.
5. Install thermostat covers.
6. Fix interior doors and frames with paint defects.
7. Paint interior walls and knee walls.
8. Paint intake casework, minor repairs.
9. Install empty breaker cover in electrical panel on right side of clinical hall.
10. Install chair rails.
11. Replace ceiling tiles.
12. Repair bathroom fixtures/furnishings.
13. Replace weather stripping on exterior doors.
14. Remove and replace caulk for windows/doors.
15. Replace carpet flooring.
16. Replaced damage VCT floors.
17. Demolish satellite dish.
18. Make minor changes to these improvements as required

The estimated cost for such improvements is \$200,200, to be paid by APHCA using the funds contributed to APHCA by the Department. Should the cost of materials, labor or other related costs for the proposed improvements increase above the estimated cost due to factors beyond APHCA's control, the County and the Department agree and understand that the proposed improvements may be subject to reduction or modification. Additional improvements to those listed hereinabove may be undertaken by APHCA pursuant to a written amendment to this MOU, subject to the County's approval.

The parties agree to the use of the services of The Robins & Morton Group as the Program Management Contractor for the facility improvements. APHCA shall provide, at its own cost and expense, any and all appurtenances, devices, or accessories required for said Program Management Services.

The Department and the County agree and understand that the above-described facility improvements remain with the Premises as fixtures and are not subject to removal by the Department upon termination of the Lease Agreement or this MOU. The Department agrees further to pay any increased costs for casualty insurance, utilities, and taxes resulting from the facility improvements for which it may be responsible, in accordance with the terms and conditions of the Lease Agreement.

This MOU will be incorporated as an addendum to the Lease Agreement. All other provisions of the Lease Agreement shall remain in full force and effect.

This MOU may be canceled at any time by either party providing a thirty (30) day written notice to the other party.

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Baldwin County Commission
Baldwin County, Alabama

Alabama Department of Public Health
This MOU has been reviewed as to content

Signed: _____
Chairman, County Commission

Signed: _____
District Administrator

Date: _____

Date: _____

Address:
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

APPROVED:

Alabama Department of Public Health

Telephone: 251-937-0264
Fax: *(Fax Number)*

Signed: _____
Scott Harris, M.D., M.P.H.
State Health Officer

Type or print your email address: (Email address)

Date: _____

Social Security or FEIN: (SS# or FEIN#)