

**AMENDMENT TO MEMORANDUM OF AGREEMENT
BETWEEN THE ALABAMA DEPARTMENT OF PUBLIC HEALTH
AND
BALDWIN COUNTY COMMISSION**

THIS AMENDMENT TO MEMORANDUM OF AGREEMENT (“Amendment”), dated as of the latter of the signature dates below, and terminating July 31, 2023, is by and between the Alabama Department of Public Health (hereinafter referred to as the “Department”) and the Baldwin County Commission (hereinafter referred to as the “Commission”).

WHEREAS, the parties hereby confirm and reaffirm all previous provisions in the current Memorandum of Agreement between the parties, effective October 1, 2020 (the “Memorandum of Agreement”), attached as Exhibit 1;

WHEREAS, this Amendment will be incorporated as an addendum to the Memorandum of Agreement;

WHEREAS, the Memorandum of Agreement sets forth a Lease Agreement in paragraph 4, describing the facilities leased to the Department by the Commission for the provision of important public health services in Baldwin County (the “Leased Premises”);

WHEREAS, the Leased Premises include all improvements to the public health facilities and related parking facilities, and all furnishings, fixtures, and equipment installed therein at the Baldwin County Central Annex Building, 22251 Palmer St. Robertsdale, AL, and the Baldwin County Health Department, 23280 Gilbert Drive, Robertsdale, AL;

WHEREAS, the Department is the recipient of the Centers for Disease Control and Prevention’s ELC (Epidemiology and Laboratory Capacity for Infectious Diseases) Grant award, CFDA #93.323, being Grant number 6NU50CK000545-02-03, for the funding period January 15, 2021, to July 31, 2023, which funds are authorized to be used to provide safety improvements at the above-referenced public health facilities leased by the Department;

WHEREAS, the ELC Grant program was authorized through the following Acts: 301(A) and 317 (K)(2) PHS 42 U.S.C. §§ 241(A), 247B(K)2.;

WHEREAS, no alterations, additions, or improvements to the Leased Premises are to be made without first obtaining the express written consent of the Commission;

WHEREAS, the Department and the Commission, in their mutual interest, wish to amend paragraph 4 of the Memorandum of Agreement as set forth below accordingly;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and the Commission agree as follows:

1. The Commission and the Department are mutually desirous of making the following improvements at the public health facility located at 22251 Palmer Street:
 - a. Construction of interior walls and doors for the purpose of creating additional work spaces for public health employees.
2. The Commission and the Department are mutually desirous of making the following improvements at the public health facility located at 23280 Gilbert Drive:
 - a. Erection of a storage building on the facility's property
 - b. Sealing, coating, and striping of the facility's parking lot
 - c. Updating the facility parking lot's LED lighting controls
 - d. Erection of a pole bard/canopy to facilitate drive through service for clients
 - e. Sidewalk and parking lot improvements
3. The estimated cost for all such improvements is \$430,000, to be paid by the Department from the ELC Grant funds. Should the cost of materials, labor, or other related costs for the proposed improvements increase above the estimated cost due to factors beyond the Department's control, the Commission and the Department agree and understand that the proposed improvements may be subject to reduction or modification. Additional improvements to those listed hereinabove funded by the ELC Grant funds may be undertaken by the Department pursuant to a written amendment to this Amendment, subject to the Commission's approval.
4. The Commission agrees to the use of the services of The Robins & Morton Group as the Program Management Contractor for the facility improvements. The Department shall provide, at its own cost and expense, any and all appurtenances, devices, or accessories required for said Program Management Services.
5. The Department agrees and understands that the above-described facility improvements remain with the public health facilities as fixtures and are not subject to removal by the Department upon termination of the Memorandum of Agreement or this Amendment. The Department agrees further to pay any increased costs for casualty insurance, utilities, and upkeep resulting from the facility improvements for which it may be responsible, in accordance with the terms and conditions of the Memorandum of Agreement.
6. This Amendment may be canceled at any time by either party providing a thirty (30) day written notice to the other party, prior to issuance of a notice to proceed to the contractor and commencement of construction.

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[SIGNATURE BLOCKS APPEAR ON THE FOLLOWING PAGE]

Baldwin County Commission

Alabama Department of Public Health

This MOU has been reviewed as to content

Signed: _____
Chairman, Baldwin County Commission

Signed: _____
Chad Kent, Administrator
Southwestern District

Date: _____

Date: _____

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

APPROVED:
Alabama Department of Public Health

Telephone: 251-937-0264
Fax: 251-580-2500

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

Type or print your email address:

Social Security or FEIN: XXXXXXXXXX

Date: _____