COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. FRANK BURT, JR.
2. CHRIS ELLIOTT
3. J. TUCKER DORSEY
4. CHARLES F. GRUBER

April 7, 2015

Mr. James E. Hall
Director
County Audit Division
Alabama Department of Examiners of Public Accounts
Post Office Box 302251
Montgomery, Alabama 36130-2251

RE: Annual Agreement with Examiners of Public Accounts for the Audit of Federal Assistance Received by Baldwin County

Dear Mr. Hall:

The Baldwin County Commission, during its regularly scheduled meeting held on April 7, 2015, took the following actions:

1) Related to the annual audit of Federal Assistance received by the Baldwin County Commission during the period of October 1, 2013, to September 30, 2014, and in compliance with applicable laws and regulations of the Federal Government in accordance with OMB Circular A-133 and the Single Audit Act Amendments of 1996, approved the **enclosed** *Agreement* with the State of Alabama Department of Examiners of Public Accounts for the amount not to exceed $14,076.00 for the audit period from October 1, 2013, to September 30, 2014; and

2) Authorized the **enclosed** interim check in the amount of $11,260.80 (80% of $14,076.00).

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-6833 or Kim Creech, Clerk/Treasurer, at (251) 937-0303.

Sincerely,

CHARLES F. GRUBER, Chairman
Baldwin County Commission

CFG/met Item BF2

cc: Kim Creech

ENCLOSURE(S)

(BALDWIN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER M/F)

STATE OF ALABAMA
BALDWIN COUNTY

AGREEMENT

This agreement by and between the Department of Examiners of Public Accounts (EPA) and the Baldwin County Commission (BCC) becomes effective upon full execution.

It is agreed that the EPA will audit the BCC for the one (1) year period October 1, 2013 through September 30, 2014. The audit will encompass a financial audit in Accordance with Government Auditing Standards issued by the Comptroller General of the United States, an audit of compliance with applicable laws and regulations of the State of Alabama, and an audit of compliance with applicable laws and regulations of the Federal Government in Accordance with OMB Circular A-133 and the Single Audit Act Amendments of 1996.

BCC agrees to reimburse EPA for its necessary and reasonable costs to conduct the audit, which include personnel costs and travel expenses incurred at amounts authorized by the State Travel Law. The maximum cost of this agreement to BCC shall not exceed fourteen thousand seventy-six dollars ($14,076.00). BCC agrees to pay 80% of the cost of this agreement upon full execution and 20% after completion of fieldwork as evidenced by invoices from the Department of Examiners of Public Accounts.

EPA agrees to furnish all required copies of audit reports to federal grantor agencies in addition to copies provided to BCC.

EPA agrees that all working papers shall be made available upon request for review by the federal grantor agencies consistent with State Law. EPA agrees to retain all working papers and reports for a minimum of five (5) years from the date of the audit report unless EPA is notified in writing to extend the retention period.

EPA agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer

and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, EPA shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with EPA's hiring practices to execute an affidavit to this effect on the form supplied by the BCC and return the same to the BCC. EPA shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the BCC may require to confirm EPA's enrollment in the E-Verify Program. EPA agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If EPA receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the BCC and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. EPA shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If EPA violates any term of this provision, this Agreement will be subject to immediate termination by the BCC. To the furthest extent permitted by law, EPA shall defend, indemnify and hold harmless the BCC from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in

any way related to EPA's failure to fulfill its obligations contained in this paragraph.

BCC agrees to make available to EPA all financial and operating data determined necessary by EPA to conduct the audits. BCC agrees to provide a working area for personnel of EPA, which facilitates efficient fieldwork.

This agreement and all promises by BCC are made subject to availability of sufficient funds.

The parties shown below have executed this agreement to become effective on the date specified previously and under all conditions described herein.

IN WITNESS THEREOF, the parties hereto have affixed their hands and seals as of the dates of the signatures below.

STATE OF ALABAMA
Department of Examiners
of Public Accounts

Ronald L. Jones
Chief Examiner

Date: _____

Baldwin County Commission

Charles Gruber
Chairman

Date: 4-7-15

THE SEAL OF BALDWIN COUNTY ALABAMA

176669

BALDWIN COUNTY COMMISSION
DISBURSEMENT FUND 705
312 Courthouse square Suite 11
Bay Minette, AL 36507

BBVA COMPASS
1-800-COMPASS
BBVACOMPASS.COM
[redacted]

Check No. - 176669

Check Date - 4/9/2015

PAY:

AMOUNT $****11,260.80

ELEVEN THOUSAND TWO HUNDRED SIXTY AND 80/100**********

VOID IF NOT CASHED IN 60 DAYS

TO THE ORDER OF:
AL STATE DEPT OF PUBLIC ACCOUNTS
ATTN: ADMINISTRATIVE DIVISION
PO BOX 302251
MONTGOMERY AL 36130-2251

CHAIRMAN SIGNATURE

AUTHORIZED SIGNATURE

Security Features Included Details on Back

[redacted]

176669

Stub 1

For Check No. - 176669

INVOICE NUMBER	DATE	DESCRIPTION	AMOUNT PAID
4072015	4/7/2015	AUDIT; OCT 1,2013-SEP	11260.80
		TOTAL	11260.80