



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

This Memorandum of Agreement (hereinafter referred to as "Agreement") entered into by and between the State of Alabama, Department of Public Health (hereinafter referred to as "Department") and the Baldwin County Commission (hereinafter referred to as the "Commission" a/k/a "Contractor") is effective October 1, 2017, and terminates on September 30, 2020, pursuant to an appropriation equal to the collection of ½ mil. Ad Valorem tax as provided in Section 22-3-10 of the Code of Alabama (1975).

NOW THEREFORE, in consideration of the mutual covenants specified below, the parties herein agree to the following:

1. Scope of Services

The Department will provide services as set out in the scope of services, which is included with this Agreement as **Attachment A** and which is incorporated as if fully set out herein.

2. Payment

A. The Commission agrees to establish a separate fund for the proceeds of said tax and shall be used for no other purpose except that for which the said tax is levied and collected. The proceeds of said tax shall be transferred from the separate fund to the Department within thirty (30) days of receipt; with the exception of \$1,779,958 reserved by the Commission for items detailed in Schedule of Disbursements, which is included with this agreement as **Attachment B** and which is incorporated as if fully set out herein and shall be transferred annually by the Commission.

B. The Department shall maintain records and documents detailing work performed and the approximate cost associated with the services provided.

3. Term of Agreement

All work performed and obligations under this Agreement shall begin on October 1, 2017 and shall terminate at the expiration of thirty-six (36) months. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties. The Department and the Commission will hold a meeting annually during the fourth quarter of the fiscal year to discuss the aspects of the cooperative agreement.

4. Lease Agreement

Provision of County Space at Baldwin County Central Annex Building - Robertsdale

The parties hereby agree that the Department will lease from the Commission, including all necessary utility services, a minimum of 8,764 square feet of previously designated space located within a county-owned facility known as the Baldwin County Central Annex Building in Robertsdale, Alabama. In exchange for the occupancy of said space, the Department agrees to pay \$5.477 per square foot of office space, including utilities and janitorial services with said amount not to exceed a total cost of \$48,000.00 per year and distributed according to the terms set forth therein. The Commission agrees to pay for insurance on the building only and upkeep of the facility. The Department will be responsible for procuring and paying for insurance on its contents, if deemed necessary.

Provision of County Space at Baldwin County Health Department Building - Robertsdale

The parties hereby agree that the Department will lease from the Commission, a minimum of 13,000 square feet of space located within a county owned facility known as the Baldwin County Health Department located at 23280 Gilbert Drive, Robertsdale, Alabama. In exchange for the occupancy of said space, the Department agrees to pay \$1.85 per square foot of office space, with said amount not to exceed a total cost of \$24,000.00 per year. The Department agrees to pay for utilities and janitorial service. The Commission agrees to pay for insurance on the building only, upkeep of the facility and upkeep of the grounds. The Department will be responsible for procuring and paying for insurance on its contents, if deemed necessary.

Provision of County Space at Baldwin County Annex VI - Bay Minette

The parties hereby agree that the Commission will provide office space located at 212 Courthouse Square, Bay Minette, Alabama, to the Department at no cost to operate satellite office in Bay Minette. The Commission agrees to pay for utilities, insurance on the building only, janitorial service and upkeep of this facility. The Department will be responsible for procuring and paying for insurance on its contents, if deemed necessary.

Said Lease of all the county office space as above referenced shall extend for a term that coincides with this Cooperative Agreement and continuing and extending as a month-to-month tenancy thereafter in the event the parties fail to renew said Cooperative Agreement.

Notwithstanding any provision herein, it is agreed that the parties will have the right to terminate the Lease in the event said leased premises should be totally destroyed by whatever cause with this Lease remaining in effect during the event of a partial destruction or damage of the property by whatever cause.

The Commission does hereby grant and give to the Department an option to renew this Lease Agreement at the end of this Lease and/or Cooperative Agreement upon all the same terms and the conditions as herein stated by giving the Commission a thirty (30) day written notice prior to the expiration of the then existing term of its intention to so renew or extend.

5. Termination of Agreement for Cause

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or either party shall violate any of the covenants, agreements or stipulation of this Agreement, either party shall thereupon have the right to terminate this Agreement by giving written notice to either party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports or other work by either party shall, at the option of either party become its property, and either party shall be entitled to receive just and equitable compensation for any satisfactory work or service completed under this Agreement.

6. Changes

Either party may, from time to time, require changes in the scope of services of either party to be performed hereunder. Such changes, including any increases or decreases in the amount of either party's compensation, which are mutually agreed upon by and between either party shall be incorporated in written amendments to this Agreement.

7. Equal Employment Opportunity

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, sex, national origin, age or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Department shall insert a similar provision in all subcontracts for services covered by this Agreement.

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of The Baldwin County Board of Health or the Alabama State Board of Health, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

9. Assignability

Neither party shall assign any interest in this Agreement, and shall not transfer any

interest in the same (whether by assignment or novation), without the prior written consent of the other party.

10. Officials Not to Benefit

No member or delegate to the Legislature of Alabama and no resident commissioner shall be admitted to any share or part hereof or to any benefits to arise herefrom.

11. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of either party.

12. Audits and Access to Records

The Department shall have financial statements prepared and audited in accordance with generally accepted auditing standards, and if applicable, the Department shall conduct an audit in accordance with the requirements of OMB Circular A-133. The Department agrees that the State Comptroller of Alabama or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representative shall, have access to and the right to audit, examine, and make excerpts of transcripts from any directly pertinent books, documents, papers, and records of either party involving transactions related to this Agreement. Both parties agree to provide access to any or all documents, papers, records and directly pertinent books involving transaction related to this Agreement upon written request.

13. Outside Contractor Not Entitled to Merit System Benefits

In the case of the contractual agreements with Non-State Agencies, under and by no circumstances shall the employer, nor any of its employees, be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement.

14. Not to Constitute a Debt of the State/Settlement of Claims

It is agreed that the terms and commitments herein shall not be constituted as a debt of the State of Alabama or the Commission in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then the conflicting provision in the Agreement shall be deemed null and void.

For any disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

15. Requisite Reviews and Approvals

The Baldwin County Health Department acknowledges and understands that this Agreement is not effective until it has received all requisite state government approvals, and the Baldwin County Health Department shall not begin performing work under this contract until notified to do so by the Commission.

16. Other Provisions

A. NOT TO EXCEED

Under no circumstances shall the maximum amount payable by the department under this Memorandum of Agreement exceed \$1,779,958.00 annually for the Memorandum of Agreement period.

B. DISCRIMINATION CLAUSE

Contractor will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990, and all applicable federal and state laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex or disability as defined in the above laws and regulations. Contractor shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990.

C. GOVERNOR'S PRORATION CLAUSE

It is agreed that Department may terminate this Memorandum of Agreement by giving 30 days written notice to Contractor, should the Governor of Alabama declare proration of the fund from which payment under this Memorandum of Agreement is made. This termination for cause is supplemental to other rights Department may have under this Memorandum of Agreement or otherwise to terminate such Memorandum of Agreement.

D. TERMINATION CLAUSE

This Memorandum of Agreement may be terminated, with or without cause, by either party giving 30 days written notice to the other party.

E. HOLD HARMLESS CLAUSE

Contractor hereby holds harmless the State of Alabama and the Department and their officers, agents, servants and employees from any and all claims arising out of acts or omissions committed by the Contractor or any agent, servant or employee of Contractor while in performance hereunder.

F. TOBACCO SMOKE CLAUSE

Public Law 103277, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Contract, the Contractor certifies that it will comply with the requirements of the Act.

The Contractor further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all contractors shall certify accordingly.

G. DRUG-FREE WORKPLACE CLAUSE

1. By signing and/or submitting this Contract agreement, the Contractor is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the contractor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For contractors other than individuals, Alternate I applies.
4. For contractors who are individuals, Alternate II applies.
5. Workplaces under contracts, for contractors other than individuals, need not be identified on the certification. If known, they may be identified in the contract application. If the contractor does not identify the workplace(s) on file in its office and make the information available for Federal inspection, this failure to identify all known workplaces constitutes a violation of the contractor's drug-free workplace requirements.

6. Workplace identification must include the actual address of buildings (or parts of buildings) or other sites where work under the contract takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performances in concert halls or radio stations).
7. If the workplace identified to the agency changes during the Performance of the contract, the contractor shall inform the agency of the change(s), if it is previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Contractors' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a Contractor/directly engaged in the performance of work under a contract, including (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the contract; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the contract and who are directly engaged in the performance of work under the contract and who are on the Contractor's payroll. This definition does not include workers not on the payroll of the Contractor (e.g., volunteers, even if used to meet a

matching requirement; consultants or independent contractors not on the Contractor's payroll; or employees of sub-recipients or subcontractors in covered workplaces).

Certification regarding drug-free workplace requirements.

Alternate I (Contractors Other Than Individuals). The contractor certifies that it will or will continue to provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation for such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The Contractor's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after conviction;

(e) Notifying the agency in writing, within ten calendar days

after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

(B) The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Alternate II. (Contractors' Who are Individuals)

(a) The Contractor certifies that, as a condition of the contract, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a

controlled substance in conducting any activity with the contract;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, with 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designated a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

H. LOBBYING CLAUSE

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(4) DEPARTMENT SUSPENSION CLAUSE

(This clause is required to be reproduced verbatim by federal regulations. For the purposes of this clause, "prospective lower tier participant" refers to the Contractor or Grantee or Sub-grantee herein.)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, Proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR par 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the 5th day of September, 2017.

CONTRACTOR
Baldwin County Commission

Alabama Department of Public Health
This Memorandum of Agreement has been reviewed as to Content

SIGNED: [Signature]
T. Christopher Elliott, Chairman

SIGNED: [Signature]
Chad Kent, Administrator
Public Health Area 9

DATE: September 5, 2017

DATE: 10/05/17

Address: 312 Courthouse Square, Suite 12
Bay Minette, AL 36507
Telephone: 251-937-0264
Fax: 251-580-2500

ATTEST:

[Signature]
Ronald J. Cink, County Administrator

APPROVED:
Alabama Department of Public Health

[Redacted]
Social Security Number or FEIN

[Signature]
Scott Harris, M.D.
State Health Officer

DATE: 10/13/17

APPROVED:
State of Alabama Department of Public Health

APPROVED AS TO FORM AND
COMPLIANCE WITH APPLICABLE
RULES AND REGULATIONS
DEPT. OF PUBLIC HEALTH

OCT 5 2017

[Signature]
OFFICE OF GENERAL COUNSEL

**ATTACHMENT A
SCOPE OF SERVICES**

Scope of Services for the Cooperative Agreement between the Baldwin County Health Department and the Baldwin County Commission.

The Baldwin County Health Department (Department) will through its duly authorized agents/representative and/to the Alabama Department of Public Health (ADPH) and/or its duly authorized agents/representatives including specialized laboratory services, provide the following services relating to the development, support, implementation and administration of preventative public health services in Baldwin County, Alabama.

1. All such public health services as prescribed by Alabama State Law and enumerated in the Public Health Laws of Alabama, 2001 Edition.
2. All such public health services and regulations duly adopted and promulgated as prescribed by the Alabama State Board of Health and the Baldwin County Board of Health.
3. All such services associated with the protection of public health through a comprehensive mosquito control program operated and managed by Baldwin County Commission in accordance with the publication, How to Start a Mosquito Control Program in Your Town, Alabama. "Step-By-Step Instructions and Resources to Protect the Public Health from Mosquito-Borne Diseases", and other such information and guidance as endorsed by the Department and the ADPH, less and except mosquito control services provided by municipal corporations. Reimburse the Commission an amount not to exceed \$500,000.00 for services provided in the mosquito control program.
4. All such services associated with the protection of public health through a cooperative effort by and between the Department and the Commission to enforce the provisions of Title 3, Chapter 7A, Code of Alabama, 1975, entitled Rabies, through the operation and management of the Baldwin County Animal Shelter. Reimburse the Commission an amount not to exceed \$1,050,000.00 annually for services provided in the Animal Control Program by a Commission employee(s). Included in the above amount is the sum of \$50,000.00 which shall be used for debt service.

The Baldwin County Commission (Commission) will through its duly authorized agents/representatives provide the following support services in Baldwin County, Alabama.

1. All such services associated with the protection of public health through coordination with the Department in a comprehensive mosquito program, to include the development, support, implementation and administration of an effective mosquito adulticide program operated in accordance with the publication:

How to Start a Mosquito Control Program in Your Town, Alabama. "Step-By-Step Instructions and Resources to Protect the Public Health from Mosquito-borne Diseases" and other such information and guidance as endorsed by the Department. Additionally, above and beyond the appropriation of the funds collected and allocated in accordance with Section 22-3-10 of the Code of Alabama (1975), the Commission agrees to provide a suitable, secure location for the storage of mosquito control chemicals, vehicle parking, and chemical loading of the vehicles.

2. All such services associated with the protection of public health through a cooperative effort by and between the Department and the Commission to enforce the provisions of Title 3, 7A, Code of Alabama, 1975, entitled Rabies. Additionally, above and beyond the appropriation of the funds collected and allocated in accordance with Section 22-3-10 of the Code of Alabama (1975), the Commission agrees to operate the Baldwin County Animal Shelter, including, but not limited to, payment of associated utilities, building and grounds upkeep, staffing, management and vehicles service and maintenance. The Commission agrees to waive any fees associated with the disposal of animals resulting from the operation of the Rabies Control Program.

3. The Commission shall provide the Department with a detailed financial statement for services rendered in the Animal Control and mosquito control programs by an employee(s) of the commission.

**ATTACHMENT B
SCHEDULE OF ANNUAL DISBURSEMENTS**

Baldwin County Commission

Baldwin County Central Annex Rent	\$48,000.00
Baldwin County Health Department Rent (23280 Gilbert Drive)	\$24,000.00
Baldwin County District Attorney's Office	\$24,000.00
Operation of the Baldwin County Animal Shelter not to exceed	\$1,050,000
Operation of the Baldwin County Mosquito Control Program not to exceed	\$500,000.00

Baldwin County Municipalities

Support of existing mosquito control programs conditioned upon approval of a separate Cooperative Agreement with the Baldwin County Health Department to support a comprehensive mosquito control program in accordance with the publication: How to Start a Mosquito Control Program in Your Town, Alabama, "Step-By-Step Instructions and Resources to Protect the Public Health from Mosquito-Borne Diseases" and other such information and guidance as endorsed by the Baldwin County Health Department and the Alabama Department of Public Health. Municipalities shall provide documentation that the funds appropriated below are used exclusively for mosquito control programs existing within their corporate limits.

<u>Municipality</u>	<u>Population</u>	<u>Appropriation</u>
Bay Minette	8,044	\$ 15,640.00
Daphne	21,570	\$ 33,162.00
Elberta	1,498	\$ 1,104.00
Fairhope	15,326	\$ 24,960.00
Foley	14,618	\$ 15,180.00
Gulf Shores	9,741	\$ 10,088.00
Loxley	1,632	\$ 2,696.00
Magnolia Springs	723	\$ 1,446.00
Orange Beach	5,441	\$ 7,568.00
Perdido Beach	581	\$ 1,162.00
Robertsdale	5,276	\$ 7,564.00
Silverhill	706	\$ 1,232.00
Spanish Fort	6,798	\$ 10,846.00
Summerdale	862	\$ 1,310.00
Sub-Total		\$ 133,958.00
Grand TOTAL		\$ 1,779,958.00