

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
ALABAMA LAW ENFORCEMENT AGENCY  
AND THE  
GULF COAST HIGH INTENSITY  
DRUG TRAFFICKING AREA  
AND THE  
BALDWIN COUNTY SHERIFF'S OFFICE**

This Agreement between the Alabama Law Enforcement Agency (ALEA), Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the **BALDWIN COUNTY SHERIFF'S OFFICE** (LEO) shall begin on 01/01/2024 and shall not extend beyond 12/31/2024 unless the period is extended by written modification to this Agreement.

WHEREAS, ALEA has been designated as the fiscal agent for the State of Gulf Coast High Intensity Drug Trafficking Area (HIDTA) program, all requests for payments and budget reprogramming shall pass through ALEA.

NOW THEREFORE, ALEA, HIDTA and LEO hereby agree to the disbursement of HIDTA funds (see Appendix A) to the resource recipient, LEO, under the following terms and conditions:

1. LEO agrees to follow all applicable federal, state, and local guidelines regarding purchases and other expenditures under the HIDTA program, including but not limited to the following: OMB Circular 87, OMB Circular A-102, OMB Circular A-133, and 21 CFR Part 1403, and the Fair Labor Standards Act (FLSA).

2. LEO agrees to abide by and be bound by the attached approved budget (Appendix A) for purchases including future reprogramming requests as approved by ALEA and Gulf Coast HIDTA. All reprogramming requests shall be submitted via e-mail to the Alabama Gulf Coast HIDTA State Director.

3. Requests for payment shall be submitted on a quarterly basis to the ALEA financial office through the HIDTA Alabama State Director of Operations at the following email address by the 10<sup>th</sup> of the following month:

**Don DeSalvo ([Desalvod@GCHIDTA.ORG](mailto:Desalvod@GCHIDTA.ORG))**  
**Alabama HIDTA Operations Center**  
**1100 Fairhope Avenue, Second Floor**  
**Fairhope, Alabama 36532**

All invoices submitted shall comply with the terms noted in Appendix A. The last invoice from the Resource Recipient (LEO) shall be received by the Gulf Coast HIDTA Alabama State Director no later than the 15<sup>th</sup> day prior to the grant expiration date, unless the grant is extended.

All Reimbursement of Overtime Expenses shall be submitted using the appropriate form (Appendix B) which must contain the HIDTA Group Task Force Supervisor's signature, certifying the overtime was HIDTA related and with the HIDTA case number contained therein.

4. Resource Recipient (LEO) agrees to complete all applicable items (Acceptance of Audit Requirements and Certification Regarding Lobbying) and return to ALEA/GULF COAST HIDTA along with the signed agreement.

5. The parties agree and understand that ALEA is not responsible for any purchases or actions of LEO in violation of the grant agreement or budget.

6. ALEA agrees to transfer funds to the resource recipient after funds have been electronically transmitted by Gulf Coast HIDTA and receipted into ALEA special revenue funds.

7. LEO agrees to reimburse ALEA for any purchase paid by ALEA which is later disallowed after audit or financial review.

8. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising

under the terms of this agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing, where appropriate, mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

9. This agreement shall be governed by the laws of the state of Alabama. All services under the agreement will be performed in accordance with applicable state and federal law, statutes, provisions, and regulations. LEO will also comply with any federal or state court orders that pertain to the State of Alabama for which ALEA is required to adhere.

10. Under no circumstances shall the terms, conditions, and commitments contained herein be constituted a debt of the State of Alabama in violation of Article II, Section 213 of the Constitution of the State of Alabama of 1901, Amendment XXVI.

11. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

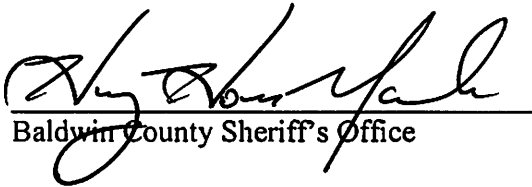
12. Any party may terminate this agreement at any time by providing thirty (30) days written notice to the other parties.

13. LEO understands that it and ALEA are, and shall remain, separate and distinct entities. The relationship between LEO and ALEA will purely be contractual in nature. LEO, its agents, representatives, employees, subcontractors, distributors, and/or volunteers will not be considered employees of ALEA. ALEA representatives, employees, subcontractors,

distributors, and/or volunteers will not be considered or deemed to be employees, agents or representatives of LEO.

14. Resource Recipient affirms that they are not currently debarred or suspended from receiving federal grant funds pursuant to 2 CFR 200.213. Resource recipient further acknowledges that they have an affirmative duty to notify ALEA of being suspended or debarred from receiving federal grant money. See 2 CFR 180.

IN WITNESS WHEREOF, the parties acknowledge the Agreement as evidenced by their signatures below.

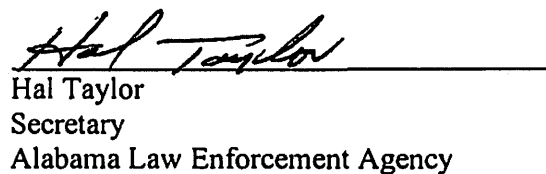
  
Baldwin County Sheriff's Office

\_\_\_\_\_  
Baldwin County Commission

*Donald DeSalvo*

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Don DeSalvo  
Alabama Director of Operations  
Gulf Coast HIDTA

  
Legal Counsel  
Alabama Law Enforcement Agency

  
Hal Taylor  
Secretary  
Alabama Law Enforcement Agency