



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov
August 18, 2020

MEMBERS
DISTRICT 1. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

Via Email Only - nvharris@hotmail.com

Captain Vincent Harris
Daphne Search and Rescue

**RE: Local Law Enforcement Block Grant (2006) Equipment Auction and Proceeds
Distribution - Daphne Search and Rescue Palm Beach Boat**

Dear Captain Harris:

The Baldwin County Commission, during its regularly scheduled meeting held on August 18, 2020, took the following actions regarding the disposition of the Palm Beach Boat, Motor, and Trailer purchased on behalf of Daphne Search and Rescue by the Baldwin County Commission in 2006 using Local Law Enforcement Block Grant funds:

- 1) Approved the transfer of the Palm Beach Boat, Yamaha Motor, and Trailer from Daphne Search and Rescue back to the Baldwin County Commission for the purposes of the County, as the original purchaser, disposing of the Boat, Yamaha Motor, and Trailer by selling as one unit/lot through GovDeals.com auction; and
- 2) Approved the dispersal of the proceeds from the sale of the boat, motor, and trailer, as one unit/lot to Daphne Search and Rescue so they may use those funds towards the purchase of new equipment, including plans for additional sonar equipment and a new boat to meet their current needs to support law enforcement partners with search, rescue, and recovery; and
- 3) Authorized me, as Chairman, to execute the **enclosed** *Agreement Limiting Use of Replacement Equipment or Property to Law Enforcement Activities* between the Baldwin County Commission and Daphne Search and Rescue, effective August 18, 2020 until August 17, 2021, and any related documents.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-8515 or Wanda Gautney, Purchasing Director, at (251) 580-2520.

Sincerely,

BILLIE JO UNDERWOOD, Chairman
Baldwin County Commission

BJU/me Item BK1

cc: Wanda Gautney
Danon Smith
Zach Hood

ENCLOSURE(S)

STATE OF ALABAMA)
COUNTY OF BALDWIN)

**AGREEMENT LIMITING USE OF REPLACEMENT
EQUIPMENT OR PROPERTY TO LAW ENFORCEMENT ACTIVITIES**

THIS AGREEMENT is made and entered into between THE BALDWIN COUNTY COMMISSION, the honorable county governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama (hereinafter referred to as the "COMMISSION") and THE DAPHNE SEARCH AND RESCUE UNIT, INC., an Alabama non-profit corporation (hereinafter referred to as the "SUBRECIPIENT").

WHEREAS, in or around 2006, the COMMISSION received approval from the Alabama Department of Economic and Community Affairs ("ADECA"), an agency of the State of Alabama, for a grant from the Local Law Enforcement Block Grant Program to be utilized by the COMMISSION for law enforcement activities as authorized by the Program (the "Grant");

WHEREAS, the COMMISSION authorized the purchase of certain equipment, including that certain **2005 2200WA Palm Beach Boat, Serial No. MUS21279D505** (the "Boat"), using funds derived from said Grant to be utilized by SUBRECIPIENT for only law enforcement activities as authorized under the Grant program; and

WHEREAS, the Boat is no longer able to accommodate SUBRECIPIENT's needs with respect to its law enforcement activities, and SUBRECIPIENT desires to dispose of the Boat by sale and utilize the proceeds to acquire replacement equipment to be used solely for law enforcement activities as authorized under the Grant program and under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the public benefits moving each to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby mutually agreed by and between the COMMISSION and the SUBRECIPIENT as follows:

1. Subrecipient's Request to Acquire Replacement Equipment.

a. SUBRECIPIENT has requested permission from the COMMISSION to dispose of the Boat by sale and use the proceeds from the sale to acquire replacement equipment or property to be used in connection with law enforcement activities such as a replacement vessel, trailer, scanning sonar and/or related equipment.

b. The SUBRECIPIENT shall provide documentation to the COMMISSION for expenditures, as follows:

i. The SUBRECIPIENT shall submit price quotations, invoices and receipts for purchases.

- ii. The SUBRECIPIENT shall provide evidence that the funds are being paid or have been expended.
 - iii. The SUBRECIPIENT shall provide any additional information deemed necessary by the COMMISSION.
- c. SUBRECIPIENT agrees to supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject grant funds.
- d. SUBRECIPIENT shall, on a quarterly basis, file with the COMMISSION a report of its activities related to the subject grant funds.

2. Use of Replacement Equipment shall be for Law Enforcement Activities.

a. SUBRECIPIENT represents and warrants to the COMMISSION that the Palm Beach Boat acquired using the above-described Local Law Enforcement Block Grant Program grant funds has been used for law enforcement activities since the date it was placed in service and is in need of extensive, cost prohibitive repairs. Therefore, SUBRECIPIENT desires to dispose of the Boat by selling the same for at least its fair market value and to use the proceeds from such a sale to acquire certain replacement equipment that shall only be used by SUBRECIPIENT for law enforcement activities.

b. SUBRECIPIENT represents warrants and agrees that any and all proceeds from a sale of the Boat shall be used solely for the purpose of acquiring replacement equipment that shall be used by SUBRECIPIENT only for the purpose of law enforcement activities.

3. Term and Termination. This Agreement shall cover services provided by the SUBRECIPIENT during the time period of **August 18, 2020 until August 17, 2021**, or until said Agreement is otherwise terminated as herein provided. The SUBRECIPIENT and the COMMISSION further agree that this Agreement may be terminated at any time by either party upon the issuance of a thirty (30) day written notice to the other of intent to terminate the same. In the event of termination by either party, the SUBRECIPIENT shall refund to the COMMISSION any portion of the Grant proceeds which the COMMISSION is required to pay back, forfeit or reimburse pursuant to the Grant.

4. Non-Discrimination and Compliance. The SUBRECIPIENT hereby covenants and agrees that, in performing its responsibilities and obligations hereunder, the SUBRECIPIENT, its officers, agents or employees will not, on the grounds of race, color, sex, religion, national origin, disability or age, discriminate or permit discrimination against any person or groups of persons in any manner. The SUBRECIPIENT further agrees to comply with all applicable laws, ordinances and regulations, and this Agreement shall be subject to the terms and conditions contained in Exhibit A, which is hereby expressly incorporated into and made a part of this Agreement. The SUBRECIPIENT also agrees to comply with all applicable state or federal regulations in receiving, disbursing and accounting for said grant funds as set out in Exhibit A.

The SUBRECIPIENT also agrees to assist the COMMISSION, as deemed necessary by the COMMISSION, in complying with the terms and conditions contained in Exhibit A, including, but not limited to, reporting and audit requirements. The SUBRECIPIENT further agrees to comply with all COMMISSION procurement policies and procedures.

5. Indemnity.

a. The SUBRECIPIENT hereby covenants with the COMMISSION that it shall fully indemnify and hold the COMMISSION, its Commissioners, departments, employees, supervisors, agents, representatives and attorneys completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COMMISSION pursuant to this Agreement or services provided or performed by the SUBRECIPIENT or any of its officers, agents or employees, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.

b. If in any event the COMMISSION is required to pay back, forfeit, or reimburse any portion of the grant funding subject hereto, SUBRECIPIENT shall voluntarily and immediately remit and submit to COMMISSION an amount equaling such portion required to be paid back, forfeited or reimbursed.

c. The provisions of this Paragraph 5 (Indemnity) shall survive the termination of this Agreement.

6. No Third Party Beneficiaries or Agency. It is the intent of the parties of this Agreement that they be the only parties to the Agreement and to expressly exclude third party beneficiaries. Nonparties to the Agreement may not claim benefits under the Agreement. The creation of an agency is strictly prohibited, and SUBRECIPIENT is forbidden to act on behalf or bind the COMMISSION for any purpose or reason.

7. Independent Contractor. It is agreed between COMMISSION and SUBRECIPIENT that the SUBRECIPIENT is an independent contractor. SUBRECIPIENT acknowledges that it is an independent contractor, and SUBRECIPIENT shall at all times remain as such in performing hereunder. SUBRECIPIENT is not an employee, servant, partner, or agent of the COMMISSION and has no authority, whether express or implied, to contract for or bind the COMMISSION in any manner. The parties agree that the SUBRECIPIENT shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in performing hereunder, and that COMMISSION's interests herein are expressly limited to the results of said services. The SUBRECIPIENT is not entitled to unemployment insurance benefits, and SUBRECIPIENT is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Agreement.

8. Miscellaneous.

a. CHOICE OF LAW. This Agreement in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles with proper venue for any action arising hereunder lying in Baldwin County.

b. AMENDMENT. This Agreement may be amended or modified only by the written consent and agreement of the parties to this Agreement at the time of such amendment.

c. WAIVER. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

d. BINDING EFFECT. This Agreement shall inure to the benefit of, and shall be binding upon, each of the parties hereto and their respective successors and assigns.

e. ENTIRE AGREEMENT. This Agreement and the documents referred to in this Agreement constitute the entire agreement between the parties, and there are no other representations, conditions, covenants or agreements which shall be binding upon the parties.

f. RULE OF CONSTRUCTION. The parties hereto acknowledge that each party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

g. CAPTIONS. The captions used in connection with the sections of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or be used in interpreting the meanings and provisions of this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice versa, unless context requires otherwise.

h. REPRESENTATIONS AND WARRANTIES. The SUBRECIPIENT represents and warrants that it has the authority to enter into this Agreement on the terms and conditions contained herein, and the COMMISSION represents and warrants that it has the authority to enter into this Agreement on the terms and conditions contained herein.

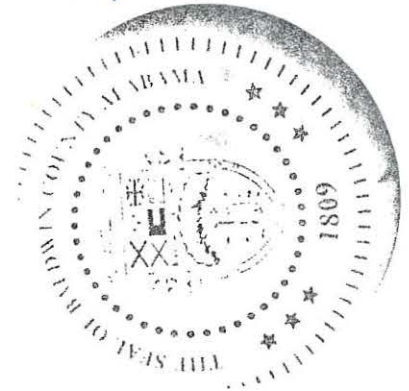
i. SEVERABILITY. In the event that any of the provisions, or portions thereof, of this Agreement shall be held void or unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

j. NUMBER OF ORIGINALS. There is only one original of this Agreement which shall be retained by the COMMISSION.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized representatives, have executed this Agreement as of the date of approval of the Chairman of the Baldwin County Commission.

BALDWIN COUNTY COMMISSION

Billie Jo Underwood
Billie Jo Underwood
Chairman



ATTEST:

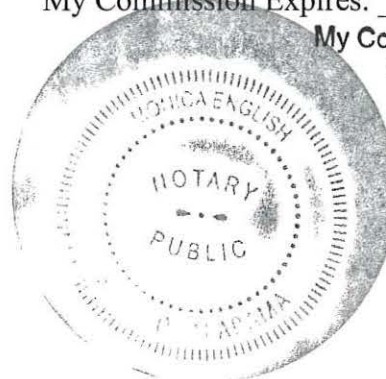
Wayne Dyess
Wayne Dyess
County Administrator

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Monica English, a Notary Public in and for said County in said State, hereby certify that BILLIE JO UNDERWOOD, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and WAYNE DYESS, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and seal this the 18th day of August, 2020.

Monica English
Notary Public
My Commission Expires: _____



My Commission Expires:
May 5, 2024

**THE DAPHNE SEARCH AND RESCUE
UNIT, INC.**

By: Vincent Morris

Its: CAPTAIN OSAR

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Jenni Guerry, a Notary Public in and for said County in said State, hereby certify that Vincent Harris, whose name as Captain of THE DAPHNE SEARCH AND RESCUE UNIT, INC., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said police department on the day the same bears date.

Given under my hand and seal this 18 day of August, 2020.

Jenni R. Guerry
Notary Public
My Commission Expires:

