

**FBI NATIONAL VEHICLE LEASE
VEHICLE USE AGREEMENT – NON-FBI TASK FORCE OFFICER**

FBI Office/Program: Tampa Field Office
Operator's Name: James Keller
Operator's Agency: North Port Police Department
FBI Task Force: Child Exploitation and Human Trafficking Task Force
MOU Effective Date: November 12, 2019

James Keller (Operator), North Port Police Department (Agency), is being provided a leased vehicle by the Federal Bureau of Investigation (FBI) for use in connection with his/her assignment as a Task Force Officer to the FBI Task Force (Task Force) identified above.

The Operator and the Agency understand and agree to the following conditions related to vehicle use:

1. Use of the vehicle is a privilege carrying certain responsibilities as derived from the lease contract, law, regulation, and FBI policy, including the FBI's Government Vehicle Use Policy Guide (GVU PG). Failure to comply with the responsibilities and conditions outlined in this Agreement may cause the FBI to terminate the Agreement and prohibit further vehicle use. In addition, the Operator using a vehicle for non-official purposes may be individually liable for the costs of such use, any consequent damages to the vehicle, and any injuries or damages sustained by third parties.

2. The Operator shall familiarize himself/herself with the applicable FBI National Vehicle Lease Program (NVLP) Guidance, the GVU PG, and the applicable Task Force Memorandum of Understanding (MOU). The NVLP guidance addresses procedures and responsibilities related to the lease program, while the GVU PG establishes the policy governing the use of Government vehicles (GOVs), including vehicles leased or directly rented by the FBI. The task force MOU governs the formation and administration of the task force.

3. The Operator and Agency understand that the following restrictions govern appropriate use of the vehicle:

a. The Operator shall use the vehicle only for official purposes related to performance of duties assigned under the Task Force program. The Operator shall not use the vehicle for personal use or any other use not directly related to activities authorized within the mission of the Task Force program. The Operator may use the vehicle for travel between home and place of work only when specifically authorized in accordance with the GVU PG by an appropriate FBI official (no lower than ASAC).

b. The Operator is authorized to use the vehicle only during the Operator's assignment to the task force. Upon cessation of the Operator's assignment, the Operator shall return the vehicle immediately to the FBI. The Operator agrees to return said vehicle to the FBI in the same condition as received, except for normal wear and tear. The Operator and/or the Agency could be held accountable for damage.

c. The Operator shall not operate the vehicle if the Operator fails to possess a valid driver's license. The Operator shall exercise reasonable care in using the vehicle and shall not use

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the vehicle for any illegal activities, including operation while under the influence of drugs or alcohol.

d. The Operator must not permit unauthorized persons to operate the vehicle.

e. The Operator must only transport authorized passengers in the vehicle (i.e., persons with whom the Operator has official business related to the Task Force).

4. The following responsibilities are imposed through implementation of the lease contract, and the Operator and/or the Agency shall comply as stated:

a. If instructed to pick up or turn in a vehicle acquired under the NVLP contract, the Operator shall conduct an inspection of the vehicle at the time and place of pick-up or turn-in, and shall accurately complete a Vehicle Inspection Report (provided by the FBI) documenting the results of the inspection. The Operator shall provide the completed report to the FBI's Task Force supervisor for subsequent submission to FBI Headquarters.

b. The Operator and the Agency shall ensure that no law enforcement or other equipment is installed in the vehicle in a manner that requires drilling or otherwise alters or damages the vehicle. The Agency shall be responsible for any damage it may cause if it installs equipment.

c. The Operator shall retain a Driver's Users Guide, provided by the FBI, which provides information on a national maintenance account, in the vehicle glove compartment at all times. The Operator shall take the vehicle to a participating servicing facility at the intervals identified in the kit to obtain necessary preventive and other maintenance. Although the Operator does not pay for repairs under this maintenance program, the Operator shall obtain receipts for all services to enable reconciliation of billing statements, if necessary. The Operator shall provide receipts to the Task Force supervisor.

d. If a fuel card is provided in conjunction with the vehicle, the Operator shall retain the card in the vehicle glove compartment at all times. The Operator shall use the card only for purchasing fuel for the assigned vehicle. The Operator shall use the card in accordance with all instructions in the Driver's Users Guide, including inputting correct odometer readings as prompted at the fueling station pump.

5. The Operator and the Agency shall be responsible for any and all parking tickets and traffic citations, unless it is determined that a violation or infraction was necessary for the performance of official duties. The Operator shall report tickets and citations as soon as possible to the task force supervisor. The Operator/Agency shall resolve all outstanding fines promptly and may be denied a subsequent or replacement vehicle until fines are resolved.

6. The Operator shall immediately notify the Chief Division Counsel of the FBI Tampa Legal Unit **AND** the Task Force supervisor of **ANY** accident involving the vehicle. The Operator shall follow procedures for handling accidents, as outlined in FBI NVLP Guidance and the FBI's GVU PG.

7. The Operator and the Agency recognize the following liability considerations related to use of the vehicle, as further detailed in the Task Force MOU:

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a. This Agreement does not alter the potential liability of the Operator, the Agency, or the United States under applicable law.

b. For the limited purpose of defending a civil claim by a party seeking damages from the Operator arising from the alleged negligent operation of an FBI-leased vehicle by the Operator, the Operator may be deemed to be an employee of the United States as defined in the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2671-2680, provided the Operator was acting within the scope of his/her duties or assignments pursuant to his/her Federal deputation and in conformity with the terms of this Agreement at the time of the incident giving rise to the claim

c. Liability for any civil claims arising from the unauthorized use of an FBI-leased vehicle by the Operator undertaken outside of the scope of his/her duties or assignments pursuant to his/her Federal deputation and not conformity with the terms of this Agreement will not be the responsibility of the FBI or the United States.

This Agreement shall remain in effect until the earliest occurrence of the following: conclusion of the Operator's assignment on the Task Force, conclusion of the FBI's participation in the National Vehicle Lease Program, or termination by written notice of one party to the other. Upon the occurrence any of these events, the vehicle shall be returned immediately to the FBI. This Agreement may be modified subsequently through written agreement of the parties.

By signatures below, the parties agree to the terms and conditions of this Agreement.

OPERATOR:

Act.  #304
Signature

1-10-20
Date

180061
Deputation Number

12-31-2021
Deputation Expiration Date

OPERATOR AGENCY
Authorized Signatory:

Printed Name

Signature

Date

FBI TASK FORCE SSA
Authorized Signatory:

Printed Name

Signature

Date

SIGNATURES:

CITY OF NORTH PORT, FLORIDA

Attest:

By: _____

Debbie McDowell, Mayor

By: _____

Heather Taylor, CMC
Interim City Clerk

Date: _____

Approved as to form and correctness:

By: _____

City Attorney