

# **MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA BUREAU OF FEDERAL PROPERTY ASSISTANCE AND THE**

**NORTH PORT POLICE DEPT, 2YT1PQ  
(LEA)**

## **PURPOSE:**

This Memorandum of Agreement (MOA) is entered into between the Florida Department of Management Services, Bureau of Federal Property Assistance (hereinafter the "State") and the above named Law Enforcement Agency (hereinafter the "LEA") to set forth the terms and conditions which will be binding with respect to excess Department of Defense (DoD) personal property transferred pursuant to 10 U.S.C. 2576(a) and to promote the efficient and expeditious transfer of property.

## **AUTHORITY:**

The Department of Management Services, Bureau of Federal Property Assistance and the Governor appointed State Coordinator is authorized by Chapter 217 F.S. to transfer to state and local law enforcement agencies personal property that is excess to the needs of the DoD. The DoD is authorized to select property suitable to be used for law enforcement activities by 10 USC 2576a. Such property must be that which is suitable for use by the LEA for law enforcement activities, with emphasis on counter-drug and counter-terrorism activities under such terms prescribed by the Defense Logistics Agency as delegated by the Secretary, U.S. Department of Defense. The LEA, for the purpose of this agreement, is defined as a government agency whose primary function is the enforcement of applicable Federal, State or local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

## **TERMS AND CONDITIONS:**

The DoD, through DLA, has final authority to determine the type, quantity, and location of excess personal property suitable for use in law enforcement activities, if any, that will be transferred to the State. The State will promulgate policy and procedure that will be consistent with Federal policy and procedure to transfer property to the LEA. Property available under this agreement is for use by the LEA, not for personal use or gain. Property shall not be obtained for the purpose of sale, lease, rent, exchange, barter, secure a loan, or to otherwise supplement normal LEA budgets. All requests for property must be based on bona fide law enforcement requirements. The requisitioning of property for the purpose of cannibalization is not authorized. Any repair, maintenance, insurance, or other expenses associated with these items is the sole responsibility of the LEA. Property available under this agreement must be placed in use within a year of receipt and utilized for a minimum of one year, unless otherwise approved by the State, Aircraft, Flight Safety Critical Aircraft Parts (FSCAP), and Munitions List Items (MLI) requiring demilitarization may be transferred to the LEA for law enforcement activities. Such items must be reported to the State, returned to and received by DLA at the closest approved Defense Reutilization and Marketing Office (DRMO) when no longer needed for law enforcement activities. In cooperation with the State, the LEA is permitted to exchange aircraft and FSCAP with other authorized LEAs.

Aircraft, weapons, armored personnel carriers, and any other item identified by DLA as a "major item" will be transferred under terms and conditions set forth in the State's "Conditional Transfer Document".

Property available under this agreement is not to be stockpiled for possible future use. However, the LEA is permitted to retain reasonable quantities of aircraft components for future use, as determined by the State and/or the Defense Logistics Agency.

Except where otherwise provided in this MOA, the LEA may dispose of property in accordance with state or local property disposal laws when it is determined by the LEA and approved by the State and LESO that the property is no longer needed for law enforcement use.

The executive head of the LEA as identified below represents that he/she is authorized to enter into this agreement on behalf of the LEA. The LEA agrees to pay administrative fees associated with the acquisition of available property as assessed by the State.

If the LEA materially fails to comply with any term of this agreement, whether stated in a Federal statute or regulation, or the Memorandum of Agreement, the state may withhold approval for property requests pending correction of the deficiency by the LEA or suspend the MOA.

To the extent permitted by state law, the LEA shall indemnify and hold the State of Florida harmless from any and all suits, actions, demands, or claims of any nature arising out of the use of property. The State assumes no liability for damages or injuries to any person or property from the use of the property.

**THE LEA SHALL:**

- Assure that it will comply with applicable provisions of the following Federal policies prohibiting discrimination:
  - On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations at 32 CFR part 195.
  - On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq.) as implemented by the Department of Health and Human Services Regulation at 45 CFR part 90.
  - On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 USC 794), as implemented by the Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.
- Obtain audits, as necessary due to the receipt of Federal financial assistance from property transferred to it, in accordance with the Single Audit Act of 1984, as amended (31 USC 7501-7).
- Submit a "Law Enforcement Data Sheet," provided by the State, for participation in this program. The Data Sheet will be updated annually or as often as changes occur in the LEA that affect the accuracy of the form.
- Forward requests for property that is necessary to meet the requirements for LEA law enforcement efforts.
- Agree to provide training, consistent with LEA policies and procedures, in the use of specialized equipment.
- Agree to maintain insurance, in an amount consistent with LEA policy and procedures, to cover damages or injuries to persons or property relating to the use of the property.
- Control and maintain accurate records of all property obtained under this MOA. These records should identify the location of the property and, where appropriate, the person to which the property is assigned, including property that is transferred to another LEA. These records must be available for review by the State or DLA upon request.
- Assure that all environmentally regulated property is disposed of in accordance with applicable Federal, State and local laws and regulations.
- Assure that all weapons obtained through this program are registered with the US Treasury Department's Bureau of Alcohol, Tobacco, and Firearms.
- Submit "major" item and weapons requests in the format required by the State.

Once executed by both parties below, this agreement renders null and void any previous agreements. Any property previously acquired in this Program is henceforth considered to be under the provisions of this Agreement.

**TERMINATION:**

This MOA may be terminated by either party, provided the other party receives thirty (30) days notice, or as otherwise stipulated by public law. Such termination does not nullify the property use restrictions in place on property previously obtained in the program.

IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.



\_\_\_\_\_  
Jody Quick  
1033 Program Administrator

\_\_\_\_\_  
Signature Executive Head of Law Enforcement  
Agency

Todd R. Garrison

Name Typed / Printed

\_\_\_\_\_  
8/24/2018

Date

\_\_\_\_\_  
8/28/2018

Law Enforcement Agency

Date

Rev. 09/2016

**Memorandum of Understanding**

**Between the Florida Department of Management Services,  
Bureau of Federal Property Assistance**

**and**

**The City of North Port Police Department**

**City of North Port, Floirda:**

**By: \_\_\_\_\_  
Peter D. Lear, CPA, CGMA  
City Manager**

**Attest:**

**By: \_\_\_\_\_  
Kathryn Peto, Interm City Clerk**

**Approved as to Form and Correctness:**

**By: \_\_\_\_\_  
Amber L. Slayton, City Attorney**