



CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK
Page 1 of 1

Transmittal From: Police
Department

Delivered by: Esther
Name

Date of Transmittal: July 5, 2011

City Clerk's Date Stamp

07-07-11A09:02 RCVD

The following record (master) copy is being transmitted to the Office of the City Clerk:

- | | |
|---|---|
| <input type="checkbox"/> Contract | <input type="checkbox"/> Vehicle Title |
| <input checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Special Magistrate Order |
| <input type="checkbox"/> Lease | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Deed | _____ |
| <input type="checkbox"/> Bond Documentation | _____ |

Is this record (master) copy to be recorded with the County Clerk? Yes No

Description of Record Copy:

Memorandum of Agreement between the Florida Bureau of Federal Property Assistance and Doral Police Dept.

Office of the City Clerk Administrative Use Only

Received by: Yaniveth Peveruci

Reviewed for completion by: Barbara Hener

Returned to originating Department for the following corrections on N/A
Date

Archived in the Office of the City Clerk on 7/7/2011 (Date)

Copy provided in electronic format to originating Department on 7/7/2011 (Date)



DEFENSE LOGISTICS AGENCY
HEADQUARTERS
8725 JOHN J. KINGMAN ROAD, SUITE 3422
FT. BELVOIR, VIRGINIA 22060-6221

IN REPLY
REFER TO

J-3722

June 16, 2009

MEMORANDUM FOR DRMO REUTILIZATION SPECIALIST
SUBJECT: Authorization Letter for Property Screening and Receiving

A DLA letter dated February 11, 1991 discussed the clarification of Defense Reutilization and Marketing Office (DRMO) procedures regarding Law Enforcement Support Offices (LESOs). In accordance with that letter, this office authorizes the following individual(s) to screen and receive excess property at your facilities in support of Law Enforcement Activities under DODAC H8DEB1:

FL DORAL POLICE DEPT
8300 NW 53RD STREET, SUITE 101
DORAL, FL 33168
786-871-1500
FAX 786-871-1501

LT JAMES DOBSON

Weapons POC: LT JAMES DOBSON

Only two individuals will be authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

This letter supersedes all other screening authorization letters for this law enforcement agency for this DRMO.

Questions concerning this matter should be directed to your State Coordinator.


Kelly Cuel



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

BUREAU OF FEDERAL PROPERTY ASSISTANCE

14281 US HIGHWAY 301 South

STARKE, FL 32091

PHONE: (904) 964-5601 FAX: (904) 964-4815



LAW ENFORCEMENT AGENCY (LEA) SCREENERS DATA SHEET

This form must be completed annually or as changes occur in the LEA and submitted to the State Coordinator

CHARLIE CHRIST, GOVERNOR

LINDA H. SOUTH, SECRETARY

DATE: 06/02/2009

LEA: City of Doral Police Department

INTERNET: www.doralpd.com

PHYSICAL ADDRESS (PO Box not allowed): 8300 NW 53rd Street, Suite 101

CITY: Doral

ZIP: 33166

E-MAIL: Ricardo.Gomez@doralpd.gov

PHONE: 786 871-1500

FAX: 786 871-1501

NUMBER OF SWORN FULL TIME OFFICERS:

91

NUMBER OF SWORN PART TIME OFFICERS:

0

NUMBER OF SWORN RESERVE OFFICERS:

3

SCREENERS/WEAPONS POC MUST BE AUTHORIZED BY THE GOVERNOR APPOINTED STATE COORDINATOR

(MAIN CONTACT PERSON)

SCREENER #1: Lieutenant James Dobson (305) 423-5295 james.dobson@doralpd.com

TITLE/NAME

PHONE

E-MAIL ADDRESS

SCREENER #2:

TITLE NAME

PHONE

SCREENER #3:

TITLE NAME

PHONE

E-MAIL ADDRESS

WEAPONS POC: Lieutenant James Dobson (305) 423-5295 james.dobson@doralpd.com

(MAIN WEAPON CONTACT)

TITLE/NAME

PHONE

E-MAIL ADDRESS

RELEASE OF ALL CLAIMS: I the undersigned, having the express or implied authority of the above named law enforcement agency, do hereby agree and covenant to release the Florida Department of Management Services and the Defense Logistics Agency from any claims for liability, and to hold harmless and indemnify both organizations for any such claims arising out of the receipt of such items, objects, property and or equipment obtained under this program, to the extent allowed by Florida law.

THE UNDERSIGNED FURTHER ACKNOWLEDGES that the Florida Department of Management Services delivers property services in this program in cooperation with the U.S. Defense Logistics Agency with no warranty either expressed or implied, and the items are received by the undersigned "as is where is"

IN WITNESS WHERE OF, the undersigned has affixed hereto his/her signature acknowledging this release of all claims of any kind and the Florida Department of Management Services has executed this agreement by signature of their duly authorized officer.

BE IT FURTHER UNDERSTOOD it is the responsibility of the receiving organization to maintain adequate liability and property damage as well as Workers Compensation insurance coverage to cover any and all claims.

PROPERTY RESTRICTION: Property approved MAY NOT be obtained for the purpose of sale, lease, rent, exchange, barter, to secure a loan or to otherwise supplement normal agency budgets, except exchanging or giving of items to another state or local law enforcement agency approved in the "1033 Program". All requests for property must be based on bona fide law enforcement requirements.

EXECUTIVE HEAD OF AGENCY:

Ricardo Gomez

PRINT

MUST BE SHERIFF/CHIEF AGENCY HEAD

[Signature]

SIGNATURE

3 June 09

DATE

STATE COORDINATOR SIGNATURE:

Rita Acevedo Program Manager
Surplus Property Supervisor

DATE

J. D. Solie, Director
1033 Law Enforcement Program
Bureau of Federal Property Assistance



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES



BUREAU OF FEDERAL PROPERTY ASSISTANCE
14281 US HIGHWAY 301 South
STARKE, FL 32091
PHONE: (904) 964-5601 FAX: (904) 964-4815

LAW ENFORCEMENT AGENCY (LEA) SCREENERS DATA SHEET

This form must be completed annually or as changes occur in the LEA and submitted to the State Coordinator

CHARLIE CHRIST, GOVERNOR

LINDA H. SOUTH, SECRETARY

DATE: 06/02/2009

LEA: City of Doral Police Department INTERNET: www.doralpd.com
PHYSICAL ADDRESS (PO Box not allowed): 8300 NW 53rd Street, Suite 101
CITY: Doral ZIP: 33166 E-MAIL: Ricardo.Gomez@doralpd.gov
PHONE: 786 871-1500 FAX: 786 871-1501
NUMBER OF SWORN FULL TIME OFFICERS: 91
NUMBER OF SWORN PART TIME OFFICERS: 0
NUMBER OF SWORN RESERVE OFFICERS: 3

SCREENERS/WEAPONS POC MUST BE AUTHORIZED BY THE GOVERNOR APPOINTED STATE COORDINATOR

(MAIN CONTACT PERSON)

SCREENER #1: Lieutenant/James Dobson (305) 423-5295 james.dobson@doralpd.com
SCREENER #2:
SCREENER #3:

WEAPONS POC: Lieutenant/James Dobson (305) 423-5295 james.dobson@doralpd.com
(MAIN WEAPON CONTACT) TITLE/NAME PHONE E-MAIL ADDRESS

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EXECUTIVE HEAD OF AGENCY:

PRINT Ricardo Gomez

MUST BE SHERIFF/CHIEF/AGENCY HEAD

SIGNATURE [Signature]

DATE 3 June 09

STATE COORDINATOR SIGNATURE:

[Signature] Rita Acevedo Program Manager Surplus Property Supervisor

DATE 6-16-09

J. D. Solie, Director
1033 Law Enforcement Program
Bureau of Federal Property Assistance

---*DO YOU KNOW*---

FEDERAL PROPERTY RECEIVED VIA THE FEDERAL PROPERTY ASSISTANCE PROGRAM IS CONSIDERED FEDERAL MONETARY ASSISTANCE AND MUST BE REPORTED UNDER THE SINGLE AUDIT ACT.

WHAT YOU AGREED TO WHEN YOU SIGNED YOUR DISTRIBUTION DOCUMENT?

YOU AGREED TO USE THE SURPLUS PROPERTY ONLY IN THE OFFICIAL

PROGRAM WHICH YOU REPRESENT

AND

YOU AGREED TO PUT THE SURPLUS PROPERTY INTO USE WITHIN ONE YEAR AND TO USE IT FOR THE PERIOD OF RESTRICTION

AND

YOU AGREED THAT YOU WOULD NOT SELL, THE PROPERTY, LOAN IT, TRADE IT, OR TEAR IT DOWN FOR PARTS UNLESS YOU RECEIVE WRITTEN PERMISSION

BEFORE THE PROCESS STARTS

AND

YOU AGREED TO PAY THE U.S. GOVERNMENT IF YOU DID NOT USE THE

PROPERTY ACCORDING TO YOUR AGREEMENT.

SUMMARY

SURPLUS PROPERTY MUST BE USED IN AN AUTHORIZED PROGRAM.

PERSONAL USE OR NON-USE OF SURPLUS PROPERTY IS NOT ALLOWED.

PERMISSION MUST BE OBTAINED BEFORE SELLING, TRADING, OR

CANNIBALIZING SURPLUS PROPERTY.

READ THE INVOICE AGREEMENT AND UNDERSTAND YOUR OBLIGATIONS.

KEEP PAPERWORK CURRENT

Please assure your paperwork is kept up to date and current. The Memorandum of Agreement has to be updated when a new Sheriff, Chief, Director, etc. is appointed to office. The Screeners Data Sheet and Do You Know has to be updated every two years or as the Sheriff, Chief, Director, etc. assigns new positions and needs an update. Each agency is responsible to insure that all personnel involved with the 1033 Program are fully aware of the procedures for property accountability.

ORGANIZATION: City of Boca Raton Police Dept. COUNTY: Miami Dade

PRINT NAME: Ricardo Gomez DATE: 3 June 2007

SIGNATURE: [Signature]

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

**Doral Police Department
(LAW ENFORCEMENT AGENCY)**

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 Doral Police Department (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 polices 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 wit 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 rccords 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.

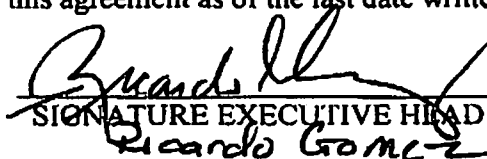


Rita Acevedo
Program Manager Surplus Property Supervisor

6 8 0 9

DATE

Rev. 02/2007



SIGNATURE EXECUTIVE HEAD OF LEA

Ricardo Gomez

NAME TYPED/PRINTED

3 June 09

DATE

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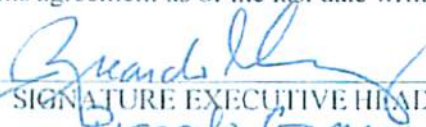
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Rita Acevedo
Program Manager Surplus Property Supervisor



SIGNATURE EXECUTIVE HEAD OF LEA
Ricardo Gomez

NAME TYPED/PRINTED

3 June 09

DATE

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