

8.0 LIST OF ATTACHMENTS: Attachment A.

AGREED: [Approval authority signatures will never be alone on a blank page]

ACCEPTANCE OF AGREEMENT on behalf of:

City of Delray Beach Police Department

by: **X** _____ Date _____
Signature


Thomas F. Carney, Jr., Mayor

Type Name and Title

City of Delray Beach Police Department

Name of Law Enforcement Agency

ACCEPTANCE OF AGREEMENT on behalf of NAVSURFWARCENDIV Crane by:

X  _____

BRANDON J. BOEGLIN
By direction
NSWC Crane

 _____
Date

MEMORANDUM OF AGREEMENT
BETWEEN
THE GOVERNMENT (NAVSURFWARCENDIV CRANE) AND THE AGENCY;
City of Delray Beach Police Department

FOR THE ELECTRO-OPTIC LOAN PROGRAM

This is a memorandum of agreement (MOA) between The Government (Crane Division, Naval Surface Warfare Center (NAVSURFWARCENDIV)) and the Agency,

City of Delray Beach Police Department

When referred to collectively, The Government and the Agency are referred to as the "Parties."

1.0 BACKGROUND

The Law Enforcement Electro-Optics Loan Program was formalized at NAVSURFWARCENDIV Crane in August of 1999 in accordance with SECNAVINST 5820.7C. The goal of the program is to optimize taxpayer's money by extending the useful life of military electro-optics equipment and provide law enforcement officials with a significant crime fighting capability they otherwise may not be able to afford.

2.0 AUTHORITIES

This Agreement is entered into pursuant to the authority of DoDI 4000.19, of 16 December 2020 and SECNAVINST 5820.7C.

3.0 PURPOSE AND SCOPE

The purpose of this Agreement is to extend NAVSURFWARCENDIV Crane cooperation with civilian law enforcement officials to the maximum extent practicable, consistent with the policy and procedures set forth in DoDI 4000.19.

4.0 RESPONSIBILITIES OF THE PARTIES

4.1 The Government will -

- 4.1.1 Upon approval of the request for the loan of equipment, an authorized official of NAVSURFWARCENDIV Crane shall execute a DD Form 1348-1A Issue/Receipt Document. The custodial document shall include the date of receipt, the name of the official signing out and returning the equipment, the office telephone number of the official, Agreement number, and equipment serial numbers.
- 4.1.2 Repair or replace equipment provided under this agreement at its discretion, inclusive of assessment of any costs, during the term of the agreement if failure of operation is caused by other than normal use. Requests for same may be made to NAVSURFWARCENDIV Crane Point of Contact identified in paragraph 6.1.1.1.
- 4.1.3 In replacement scenarios, all transactions will be documented in the DD Form 1348-1A Issue/Receipt Document indicating a serial number for serial number exchange. Consideration for exchanges of equipment that fails to perform during normal use is included in the agreement fee and is therefore not subject to additional costs. Federal/State/Local law enforcement agencies will not receive consideration or extension for any period of time during the agreement that equipment should fail or become inoperable.
- 4.1.4 The resources to be provided are identified in Block 6 of this agreement. NAVSURFWARCENDIV Crane personnel made available for the operation of any loaned equipment shall not become directly involved in the law enforcement activities such as interdiction of vehicles, search and seizures, arrests, apprehension, stop and frisk, surveillance, or other activities proscribed by federal law and regulation, of any state/local law enforcement agency.

4.2 The Agency will -

4.2.1 The receipt, transportation and return of all equipment is the sole responsibility of the requesting State/Local law enforcement agency who shall designate in writing a representative authorized to ship and receive equipment to and from NAVSURFWARCENDIV Crane.

4.2.2 State/Local law enforcement agency shall make all reasonable attempts to protect the equipment from becoming damaged, lost, or stolen. Federal/State/Local Law enforcement agencies renewing a prior active Agreement, verify by signing this Agreement that all prior equipment provided is still accounted for and in their possession.

4.3. Both Parties will -

4.3.1 Ensure Points of Contact in 6.1 are updated as required by administrative changes.

5.0 PERSONNEL

There are no anticipated personnel responsibilities identified in this MOA.

6.0 GENERAL PROVISIONS

6.1 POINTS OF CONTACT (POCs). The following POCs will be used by the Parties to communicate matters concerning this MOA. Each Party may change its POC upon reasonable notice to the other Party.

6.1.1 For the Government -

6.1.1.1 NAVSURFWARCENDIV Crane Point of Contact under this agreement for equipment, facilities, and/or training, either oral or by email shall be sent to:

Mr. Scott D. Arthur

812-854-6650

scott.d.arthur2.civ@us.navy.mil

6.1.1.2 Position, office identification, phone number and email of alternate POC:

Ms. Tracy Hersman

812-381-0892

tracy.r.hersman.civ@us.navy.mil

6.1.2 For the Agency -

6.1.2.1 Position, office identification, phone number and email of primary POC:

Name: City of Delray Beach Police Department

Phone Number: (561) 243-7800

Email Address: maricic@mydelraybeach.com

Fax Number: (561) 243-7604

6.2 CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the Government, to:

**Commanding Officer
Naval Surface Warfare Center
300 HWY 361
Electro-Optic Technology Division, Bldg. 2044, Attn: S. Arthur
Crane, IN 47522**

and, if to the Agency, to (insert mailing address):
300 Atlantic Avenue
Delray Beach,

Florida 33444

or as may from time to time otherwise be directed by the Parties.

- 6.3 REVIEW OF AGREEMENT. This MOA will be reviewed on or around the anniversary of its effective date annually for updates to equipment loaned and financial requirements.
- 6.4 MODIFICATION OF AGREEMENT. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.
- 6.5 DISPUTES. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, or DoD issuance, be resolved by consultation between the Parties.
- 6.6 TERMINATION OF AGREEMENT. This MOA may be terminated by either Party by giving at least 10 days' written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.
- 6.7 TRANSFERABILITY. This MOA is not transferable except with the written consent of the Parties.
- 6.8 ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.
- 6.9 EFFECTIVE DATE. This MOA takes effect beginning on the day after the last Party signs.
- 6.10 EXPIRATION DATE. This MOA expires on NOV 13, 2025
- 6.11 CANCELLATION OR MODIFICATION OF PREVIOUS AGREEMENT. This MOA modifies or cancels and supersedes the previously signed agreement between the same Parties.
- 6.12 NO THIRD PARTY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.

- 6.13 SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.
- 6.14 OTHER FEDERAL AGENCIES. This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

7.0 FINANCIAL DETAILS

- 7.1 AVAILABILITY OF FUNDS. This MOA does not document the obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this MOA, is subject to the availability of funds pursuant to the DoD Financial Management Regulation. No provision in this MOA will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Section 1341 of Title 31, United States Code.
- 7.2 BILLING. The Agency will provide the Government with payment via Automated Clearing House (ACH) or Wire Transfer with the acceptance of this MOA in accordance with the procedures of the Government.
- 7.3 PAYMENT OF BILLS. The Agency's paying office will forward payments, along with a copy of the signed MOA, to The Government within 30 calendar days. Bills rendered will not be subject to audit in advance of payment.

Notification of payment MUST be sent to mailbox--cran_wire_transfers@navy.mil and patricia.l.graves6.civ@us.navy.mil.

For ACH:

Bank Name: Credit Gateway
 Address: 60 Livingston Avenue
 St. Paul, MN 55107
 RTN/ABA: 051036706
 A/C: 801700778009

Checks:

Must be made out to:
 US TREASURY or DFAS.

(All others will be returned)

For Wire Transfer:

Bank Name: U.S. Treasury
 Address: 1500 Pennsylvania Avenue NW
 Washington, DC 20220
 Country: USA
 RTN/ABA: 021030004
 Account Name: DFAS-Cleveland
 Account Number: 801700778009

Mailed to:

Commanding Officer
 Naval Surface Warfare Center
 300 HWY 361
 Electro Optic Technology Division, Bldg. 2044, Attn: S. Arthur
 Crane, IN 47522

- 7.4 FINANCIAL SPECIFICS. See Attachment A for all other details and information on the reimbursable support identified in this MOA.
- 7.5 ECONOMY ACT DETERMINATION. If the MOA is being entered into in accordance with Section 1535 of Title 31, United States Code (the Economy Act), both Parties agree that the requirements listed in Paragraph (a) of the Economy Act have been met.

ATTACHMENT A



**Department of the Navy
Naval Surface Warfare Center, Crane Division
300 Hwy 361, Bldg. 2044, Electro-Optic Technology Division
Crane, Indiana 47522**

Cooperation With Civilian Law Enforcement Officials Agreement

Agreement entered into pursuant to SECNAV Instruction 5820.7C and NSWCCRANEINST 5700.1

1a. Federal/State/Local Law Enforcement Agency Name: City of Delray Beach Police Department	2. Agreement Number: N00164LE0402-24
	3. Agreement Start/Renewal Date: NOV 13, 2024
1b. Agency Mailing Address: 300 Atlantic Avenue Delray Beach, State: Florida Zip Code: 33444	4. Agreement Termination Date: NOV 13, 2025
	5. Estimated Total Cost (See paragraph III Terms and Conditions below): \$ 6,900.00

6. Statement of Supplies/Services to be Furnished:

Designation, Nomenclature, Stock Number Replacement Value, & Serial Numbers	Qty	Unit Price	Amount
AN/PVS-14, Night Vision Pocketscope, NSN: 5855-01-432-0524; Repl Value \$3,000 each	23	\$300.00	\$ 6,900.00
Serial Numbers: 77900, 66755, 300767, 41507, 77898, 77906, 79358, 67781, 59573, 6595376, 6595356, 6595408, 6560299, 6595134, 6595333, 6595309, 6595396, 59693, 6595143, 6595152, 6560264,			
Select an Item		\$300.00	\$ 0.00
Serial Numbers: Serial numbers continued 6595119; 6560269			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
Select an Item		\$300.00	\$ 0.00
Serial Numbers:			
Total		\$ 6,900.00	

7. Points of Contact	
Primary Federal/State/Local Law Enforcement Agency Official (Name):	Financial/Admin Federal/State/Local Law Enforcement Agency POC (Name):
Thomas F. Carney, Jr., Mayor	Kristina Maricic
Phone: (561) 243-7800	Phone: (561) 243-7800
Fax: (561) 243-7604	Fax: (561) 243-7604
Email: maricic@mydelraybeach.com	Email: maricic@mydelraybeach.com
Government Law Enforcement Program Manager (Name):	Government Agreement Administrator (Name):
Scott Arthur	Debbie Owens, CTR
Phone: 812-854-6650	Phone: 812-854-4439
Fax: 812-854-8559	Fax: 812-854-8559
Email: scott.d.arthur2.civ@us.navy.mil	Email: debbie.d.owens.ctr@us.navy.mil
Government Agreement Administrator (Name):	Government Agreement Administrator (Name):
Nancy Sherfick	Mary-Ann Miller
Phone: 812-854-2624	Phone: 812-854-5140
Fax: 812-854-8559	Fax: 812-854-8559
Email: nancy.l.sherfick.civ@us.navy.mil	Email: mary-ann.m.miller.civ@us.navy.mil