



4800 Ashford Dunwoody Road  
Dunwoody, Georgia 30338  
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## **MEMORANDUM**

**To:** Mayor and City Council

**From:** Linda Nabers, Finance Director  
Richard Platto, Assistant Finance Director

**Date:** July 25, 2022

**Subject:** Disposal and Transfer of Obsolete Rifle Plates and Armored Helmets

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### **BACKGROUND**

The Police Department is requesting approval to declare surplus seventy (70) expired Security Pro Rifle Plates and thirty-six (36) Armored Helmets because they no longer meet the National Institute of Justice ballistic standards, and are therefore no longer being used by the Police Department.

Additionally, the Police Department has been advised that these items cannot be resold or traded-in for new equipment. Therefore, authorization is requested to transfer the surplus items "as is" to the DeFuniak Springs Police Department. The transfer request from the DeFuniak Springs Police Department is included within this agenda, as well as the Indemnification for Transference of Property that will be signed by the agency once the transfer is complete.

### **RECOMMENDED ACTION**

Staff is recommending declaring as surplus seventy expired Security Pro Rifle Plates and thirty-six Armored Helmets, and authorizing the transfer of these items "as-is" to the DeFuniak Springs Police Department.

City of DeFuniak Springs  
Office of the City Marshal

Chief James W. Hurley, Jr.  
City Marshal



Office: (850) 892-8513  
Fax: (850) 892-8516

*"Committed to Community Service"*

**DeFuniak Springs Police**  
355 US Highway 90 East  
DeFuniak Springs, Florida 32433-7426  
[www.dfspd.net](http://www.dfspd.net)

**M E M O R A N D U M**

DATE: May 26, 2022

TO: Chief of Police Billy Grogan

FROM: Lieutenant Philip Austin

SUBJECT: Ballistic Helmet and Rifle Plate Donation

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On behalf of the DeFuniak Springs Police Department, I'm aware of the condition of the equipment (ballistic helmets and rifle plates) that are being considered for donation to this agency.

Based upon previous correspondence with Christopher Irwin, I've been apprised of the condition of the equipment and fully understand the items are expired and am accepting them in an "as-is" condition.

On behalf of the DeFuniak Springs Police Department I'd like to express my gratitude for your consideration in this matter.

Lieutenant Philip J. Austin

Special Operations Division Commander

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COURTESY · PROFESSIONALISM · RESPECT

**ASSUMPTION OF LIABILITY AND INDEMNIFICATION FOR  
TRANSFERENCE OR DONATION OF CITY PROPERTY**

The person or entity receiving the property ("Receiver") described in Exhibit A attached hereto from the City of Dunwoody ("City") hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Receiver's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this transfer or donation of property, whether caused by the Receiver or the Receiver's agents, servants, employees, subcontractors or suppliers. The Receiver shall indemnify and hold harmless the City from and against any and all loss and/or expense which it or its agents, servants, employees, subcontractors or suppliers may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of the City's negligence (except that the City shall not be indemnified for its own sole negligence). The Receiver, if requested, shall assume and defend at the Receiver's own expense, any suit, action or other legal proceedings arising therefrom, and the Receiver hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the City arising therefrom.

This indemnification shall be governed in all respects by the laws of the State of Georgia.

**IN WITNESS WHEREOF**, the Receiver causes this indemnification to be duly executed by its duly authorized officer as the day and year set forth next to his/her signature.

Receiver:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**DESCRIPTION OF TRANSFERRED OR DONATED PROPERTY**