NEVADA OPERATING PLAN FOR THE DEFENSE DEPARTMENT EXCESS PROPERTY PROGRAM

1. PURPOSE: The purpose of this plan is to promulgate the policies and operating procedures for execution of the Defense Department Excess Property Program within the State of Nevada.

2. AUTHORITY: The Secretary of Defense is authorized by United States Code Title 10, Subtitle A, Part IV, Chapter 153, section 2576a to transfer to State Law Enforcement Agencies personal property that is excess to the needs of the Defense Department. The authority granted to the Secretary of Defense under this law has been delegated to the Defense Logistics Agency (DLA). DLA enables the State of Nevada to participate in this program based on a Memorandum of Agreement (MOA- Annex A) between the State and DLA.

3. TERMS AND CONDITIONS:

A. Program Eligibility Requirements: Participation in the Defense Department (DOD) Excess Property Program (hereafter referred to as the Program) is restricted to law enforcement agencies (LEAs), defined by NAC 289.015 whose primary function is the enforcement of state and local laws and who employs personnel as Peace Officers as defined by NRS 289.150 - 289.360 (Persons Possessing Powers of Peace Officers). To be eligible, agencies must employ peace officers, who have authority to make arrests for violations of Nevada State Law and are compensated for their work. In cases where the status of the agency requesting to participate in the program is in question, the requesting agency should contact the "State Coordinator" for final determination.

B. State Office of Responsibility: The Office of Criminal Justice Assistance (OCJA) within the Department of Public Safety is the responsible State office for administrating the Program. The State Coordinator will be assigned to OCJA and be appointed by the Governor. Additional staff points of contact assigned to within OCJA will assist in operating the Program.

C. Certification Process: To become certified in the Program, all participating LEAs must submit an Application For Participation (Annex B) and an Interlocal Agreement (Annex C) for review and approval by the State Coordinator and if newly certified the Defense Logistics Agency's, Law Enforcement Support Office (LESO). Note: This and all LESO forms mentioned in this plan are located on the main LESO website at: (www.dla.mil/DispositionServices/Offers/Reutilization/LawEnforcement.aspx).

(1). Agreement Documents: Each LEA desiring to participate in the Program must complete an Interlocal Agreement between the State and the LEA. Additionally the State Plan of Operation must also be signed by the senior law enforcement official. These documents describe the responsibilities of State as well as the responsibilities of the LEA in the operation of the Program and the conditions of property acceptance by the LEA. The agreement will be signed and dated by the Chief/Executive of the LEA and must be resubmitted if the agency chief changes. These documents also include the MOA (Annex A) between DLA and the State of Nevada the **provisions of <u>which must be complied with by</u>** each agency participating in the Program.

(2). Law Enforcement Agency Application For Participation: This primary document requests permission from an LEA to participate in the Program and is required to be updated within 30 days of any changes.

(a). Space is provided to identify the specific agency that the form applies, assigned Department of Defense Activity Address Code (DODAAC), mailing address, date and the number of sworn officers. The number of sworn officers is necessary to determine initial justification/acquisition limits for quantities of equipment requested through the screening process.

(b). Depending on the needs of the law enforcement agency, space is provided for up to four screeners. Each agency may identify a Weapons Point of Contact (POC) and an Aircraft Point of Contact on this form. An individual listed as a screener can also be identified as either the Weapons or Aircraft POC. If it becomes necessary to amend the screeners, the weapons or aircraft POC or the agency Chief/Executive, a new application must be submitted. The Application For Participation must be signed and dated by the LEA's Chief/Executive prior to submission for approval.

D. **Submission of Documentation:** Upon completion, the Application For Participation, State Plan of Operation and the original Interlocal Agreement document should be submitted to :

Office of Criminal Justice Assistance 1535 Hot Springs Road STE 10 Carson City, NV 89706

Deviations and/or omissions to the established procedures will delay the certification process. The LEA should contact OCJA and submit appropriate documentation when changes to personnel e.g. new agency chief, new screener, occur.

(1). Certification Approval:

(a). Upon receipt, the documentation will be reviewed for jurisdictional accuracy, verification of officers in the agency and overall need to acquire Defense Department property. OCJA will further evaluate the agency and its mission and ensure the agency meets the requirements stipulated in paragraph 3 A above. After review and approval of the documentation submitted, the State Coordinator will sign the Interlocal Agreement, State Plan of Operation and Application For Participation. The Application For Participation will be forwarded to the

LESO and maintained by the State Coordinator subject to LESO review and an LEA file within OCJA will be established. After signatures, copies of the document will be forwarded to the LEA. If the LEA request for certification is disapproved by the State Coordinator, a letter will be sent to the agency explaining the reason for the disapproval.

(b). LESO will prepare an Authorization Letter for Property Screening for newly certified agencies (Annex D example) and forward it to the State Coordinator. The State Coordinator will fax/mail/scan a copy of the Authorization Letter to the LEA.

(c). Screening property at a DLA Disposition Services site will not occur until the receipt of the Authorization Letter by the LEA. Prior to admittance to a DLA Disposition Services site, the LEA will be asked for photo identification and a copy of the Authorization Letter.

4. Screening Processes:

A. Electronic Screening:

(1). Electronic Screening is the preferred process for screening property and involves the LEA searching for property by using the DLA Reutilization/Transfer/Donation website (RTD Web). NOTE: To gain screening access each individual within an LEA must register in the Defense Department Account Management & Provisioning System (AMPS) and select a role within the system and then must register within the Reutilization/Transfer/Donation Website (RTD WEB). Annex E describes the procedures and website locations for this registration process. Instructions for searching and requesting property are on the LESO website.

(2). After an LEA has requested property and received approvals from the State Coordinator and the Defense Department the LEA can begin making preparations for acquiring the property. Direct coordination between the LEA and the Disposition Services site is required to ensure property listed is still available and to accomplish any necessary coordination. Property identified on the website as being available will normally be held for 14 calendar days at the Disposition Services site after being approved. It is the LEA's responsibility to either pick up the property at the Disposition Services site or make arrangements for shipping the property within 14 calendar days (e.g. FedEx). In all cases, the LEA needs to send/fax a completed form Letter of Authorization to Remove (Annex F - example) to the Disposition Services site prior to equipment pickup.

(3). The 1348-1 form (Annex G – example) is the primary accountable document which is issued by the Disposition Services site with each line of property acquired through the Program. LEA's should ensure they receive a 1348-1 document from the Disposition Services site upon equipment pickup or receipt of shipment. If a 1348-1 document is not received upon pickup or receipt of shipment, the LEA will contact the Disposition Services site in an attempt to acquire a copy of the form. If the form is still not able to be acquired, the LEA will send an email to the State Coordinator identifying the pickup /shipment received by, requisition number, nomenclature, quantity and national stock number. A copy of this email will be used in lieu of the 1348 -1 in the property records.

(4). If the equipment being acquired is a vehicle/trailer, the LEA should also ensure they receive a Standard Form 97 for Demil A vehicles which will enable registration of the

vehicle with the State Department of Motor Vehicles.

(5). Using the electronic screening/approval process will not enable an agency to physically see the property before it arrives or is picked up. If a situation occurs in which any or all of the property is refused, the LEA must notify OCJA immediately and acquire a cancellation/modification 1348 document from the Disposition Services site to ensure the accountability records in Federal Excess Property Management Information System (FEPMIS) accurately reflect the correct property on hand balance.

B. On site screening:

(1). Although not used frequently, on site screening is the process of visiting a Disposition Services site, signing in and examining property available for screening. LEA screeners may find slight variations to the screening process for each Disposition Services site. Each Disposition Services site has a Reutilization Section, with representatives that will provide a detailed briefing on the intricacies of the screening process for that particular site. The following steps represent generally accepted screening procedure actions.

(a). Contact the Disposition Services site your screener(s) plan to visit for operating hours.

(b). Report to the Disposition Services site's Reutilization Section and sign in. No more than two screeners per Disposition Services site are permitted. Screeners must have a copy of the Authorization Letter and a photo ID in their possession. The Disposition Services site representative will provide the screener(s) with access badges and some sites have electronic screening equipment which can be used by screeners otherwise property information will have to be manually copied.

(c). For property desired, screeners will ensure items are in the correct RTD cycle and available by verifying this information with Disposition Services personnel. If the property is available the LEA will access the RTD WEB site via local computer/tablet or cell phone and request the property through the normal process. Within the final shopping cart screen, there is a block to check indicating this is a "walk in requisition". Agencies should check this block and submit the requisition. Immediately after submitting the requisition, the agency needs to call OCJA and request an immediate approval. Once this is accomplished, the LESO will review and process the request and provide necessary approvals/documentation for the agency to remove the property. LEAs should be advised that this process may take several hours to complete in the best of circumstances.

(2). Although the State Coordinator makes the initial approval for Nevada LEAs, LESO has the final approval or denial authority for any equipment acquired through this program. If the State Coordinator disapproves the LEA request, a letter will be sent to the LEA detailing the reason for disapproval. If the State Coordinator modifies the request by reducing the quantity approved etc, the LEA will be notified telephonically.

5. Special Property: There are several types of property which require special acquisition procedures. Currently, the items in these categories include weapons, armored personnel carriers, watercraft, aircraft and other controlled property items (MOA para III D). These items require completion of the appropriate LESO form/s (available on the LESO web site) which will be submitted through OCJA to the LESO for final approval. Due to the limited number and types of this property available, LESO approval will often be followed by time spent on a waiting list. Agencies desiring to acquire any property in these special categories should contact OCJA to determine the current status of property availability, wait times and submission procedures.

6. Property Maintenance:

A. General: There are two basic classifications of property in the Program. The majority of property does not require special handling outside of normal accountability/use - this type of property is normally called "non-demil". A second type of property normally called "Demil" short for demilitarization requires the LEA to hold the items and take additional steps to either account, secure or dispose of these unique items. Examples include: weapons, night vision equipment, aircraft and camouflage clothing. Some of these items are further categorized into a number of specialized groupings to include Munitions List Items (MLI), Commerce Control List Items (CCLI) and Flight Safety Critical Aircraft Parts (FLCAP). The State Coordinator will advise any LEA who acquires property in one of these special categories as to any unusual accountability, handling, use, security or disposal actions required for the property.

B. Accountability Systems: Federal Excess Property Management Information System (FEPMIS) is the primary automated system used by the LESO for maintaining accountability for program property. Each agency acquiring property must have at least one individual registered in FEPMIS. This system is used whenever new property is obtained, property is transferred or turned in or during the annual inventory. FEPMIS will allow LEAs to view all the property currently listed for the agency and make any changes to their property listing. Details on individual operating procedures for this system are available on the LESO website.

C. Documentation: All property actions require documentation. Much of this documentation is now contained within the FEPMIS system but any transfer or disposal actions must include the appropriate 1348-1 Form. LEAs will maintain copies of all active LESO forms, 1348-1 and letters of justification. Similar paperwork supporting transfer and disposal actions (to include letters where appropriate) will be maintained in accordance with the MOA Para XI (page 10).

D. Initial Receipt: Upon initial receipt of the property, the LEA will forward a copy of the 1348-1 Form (See Annex G - example) to OCJA. The primary purpose of this is to verify the exact quantity and type of property acquired by the LEA. LEA's should ensure they receive a 1348-1 accountability document from the Disposition Services site upon equipment pickup or receipt of shipment. If a 1348-1 document is not received upon pickup or receipt of shipment, the LEA will contact the Disposition Services site in an attempt to acquire a copy of the form. If the form is still not able to be acquired, the LEA will send an email to the State Coordinator identifying the pickup /shipment received by, requisition number, nomenclature, quantity and national stock number. A copy of this email will be used in lieu of the 1348-1 in

the property records. If the property is: not received, is refused, or is received in a quantity not approved by LESO (over or short) notify OCJA immediately as FEPMIS actions will be required.

E. Accountability: The receiving LEA is responsible for maintaining accountability of the property. The primary accountability document for each line item is the 1348-1. The LEA will maintain a file of 1348-1 documents for each line item for which the agency is responsible. A duplicate set of accountability documents will be maintained by OCJA. The LEA will also maintain local documentation for items of equipment not in its immediate possession i.e. signed out to officers. This requirement can be met by using an Equipment Custody Card designed to show, at the minimum: the item of equipment, quantity, serial number if applicable, date signed out and signature of individual receiving the equipment (See example Annex H). Should an LEA discover an item of property missing at any time, they should begin an internal investigation and immediately notify OCJA (via phone). After the internal investigation is complete but no longer than 30 days from the initial suspected loss, the LEA will provide OCJA details of the loss in writing. A DD Form 200 Financial Liability Investigation of Property Loss document (available on LESO web site) may also be required. Based on these documents, the State Coordinator will determine the appropriate action consistent with the circumstances of the individual occurrence.

F. Inventory: Annually each LEA must access FEPMIS and verify electronically that all property listed for the individual agency is present and accounted for. This annual inventory is conducted from Oct – Jan after the end of the Federal fiscal year (September).

7. Property Disposal: When property acquired through the Program becomes unusable, (at least one year from receipt - but otherwise no specific time limit involved) an LEA may be required to take action to remove the property from their account on the LESO database. If the item is Demil A, generally no action is required by the LEA. No disposal actions will be taken without prior approval of the State Coordinator.

A. Process: The first step is for the LEA to determine if the property to be disposed is a Demil required item. This can be determined by checking the Demil column in the FEPMIS property listing. If an LEA has questions concerning the DEMIL status of any item on their inventory, they should contact OCJA for clarification. Demil codes are listed below:

DEMIL code A: normally does not require demilitarization and will be removed from the LEA property listing after one year. There are a few Demil A items which may require approval by the LESO for disposal. The State Coordinator will advise any LEA who have said items that disposal is required upon LEA acquisition of this property.

DEMIL codes B, C, D, E, F, G, P & Q: require turn-in or in some cases demilitarization.

The State Coordinator must obtain the LESOs approval for equipment turn in and or local destruction.

(1). If the item identified for disposal requires demilitarization, disposition instructions will be

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provided by LESO. This may come in the form of turn-in to a local Disposition Services site or submission of a letter describing Demil actions taken by the LEA. The LEA will prepare appropriate portions in FEPMIS for turn in and submit the request to OCJA. After State Coordinator approval, the request will be forwarded to LESO in FEPMIS for turn-in documentation or destruction approval. After completion of the appropriate action, the LESO will remove the item/s from the LEAs FEPMIS inventory. NOTE: LEAs must telephonically coordinate any turn ins to a Disposition Services site as the site is under no obligation to accept the property without prior coordination and paperwork.

(2). If the item identified for disposal is not Demil, the LEA can dispose of the property in accordance with local department policy. This action should only be taken after receiving permission from the State Coordinator.

(3). The disposing LEA is responsible for shipment of any Demil property back to the Disposition Services site.

8. Property Transfer: Excess property received through the program can be transferred to another authorized LEA within or outside of the state. Agencies who have acquired property through the Program but have no further usefors aid items should contact OCJA with a list of those specific items. OCJA will attempt to find another LEA who can reutilize the property. Before any out of state transfer actions can be accomplished, the authenticity of the gaining agencymustbe established and the transfermust be approved by the other State Coordinator and the LESO.

A. Process: Any LEA's desiring to transfer property, should contact OCJA to determine eligible Nevada LEA's. If the gaining agency is authorized to receive property and is within Nevada, actions within FEPMIS regarding transfers can begin. If the desired transfer agency is outside the state of Nevada, initial actions within FEPMIS can be started and the LESO will make the final determination and approve transfers of property between states. Any LEA requiring a property transfer either to another Nevada LEA or an LEA outside the state of Nevada should contact OCJA for actions to be taken. If approval is granted, the transferring and gaining agencies will coordinate delivery of the property and transfer actions in FEPMIS which must be completed to adjust LEA inventory listings.

B. Property transfers between LEAs are encouraged in order to gain the maximum benefit of excess DOD property.

9. Compliance Reviews:

A. The LESO can conduct compliance reviews at any time of any Nevada State LEA participating in the program. Officials from the LESO may conduct physical property inventories and or accountability paperwork reviews during their visit.

B. Staff personnel from OCJA will conduct compliance reviews of all Nevada agencies certified in the program who acquire Program property. ComplianceReviews (Annex I - example) will consist of training, property inventory, records review and property utilization surveys. A record of the review and any discrepancies discovered will be made and within 60 days of the visit and if required, a copy will be forwarded to the head of the agency for implementation of any corrective action. The agency will report actions taken/planned to resolve discrepancies to OCJA within 90 days of receipt of the original OCJA letter.

10. Termination/Suspension: LEAs or their representatives who do not comply with the procedures outlined in the Interlocal Agreement or any of the procedures contained above can be suspended or

terminated from the program by the State Coordinator. Depending on the infraction, the State Coordinator may issue a temporary suspension (time frame to be determined by State Coordinator) or a permanent termination from the program at his/her discretion. Any termination/suspension actions will be submitted in writing via letter from the State Coordinator to the respective LEA. Copies of these actions will be forwarded to the LESO. If flagrant or illegal actions associated with Program Property are discovered by OCJA, the following actions will be taken:

Notify LESO

Notify Defense Criminal Investigative Service

Prepare temporary suspension letters for LEA/s involved - until investigation is complete.

This agreement can be terminated by an LEA only after all Program property is transferred or returned to the DOD.

11. Single Audit Act: LEAs should be aware the property acquired through the Program is subject to financial provisions of the Single Audit Act of 1984 (Title 31 United States Code, Subtitle V, Chapter 75).

12. Indemnification: Neither party waives any right or defense to indemnification that may exist in law or equity. Notwithstanding the preceding, the Law Enforcement Agency agrees to indemnify and hold harmless the Federal Government, State of Nevada and OCJA from any and all actions, claims, debts, demands, judgements, liabilities, costs and attorneys fees arising out of or in any manner predicted upon the loss of or damage to property and injuries, illness or death of any person whatsoever in any manner caused by or contributed to by the Law Enforcement Agency, its agents, servants, employees or any person subject to its control while in, upon, or about the site on which the excess DOD property is located, or while the excess DOD property is in the possession of, used by or subject to the control of the Law Enforcement Agency. The U.S. Government assumes no liability for damages or injuries to any person (s) or property arising from the use of the property.

13. The parties hereto have executed this agreement as of the last date written below.

Law Enforcement Agency

Type/Print Chief Executive Official Name

Chief Executive Official Signature

Date (MM/DD/YYYY)

Michael Lambrecht

Type/Print State Coordinator

State Coordinator Signature

Date (MM/DD/YYYY)

List of Annexes

- Annex A Memorandum of Agreement between Defense Logistics Agency and the State of Nevada
- Annex B Application to Participate (example)
- Annex C Interlocal Agreement (example)
- Annex D Authorization Letter (example)
- Annex E AMPS/RTD Process
- Annex F Letter of Authorization to Remove (example)
- Annex G DD Form 1348-1 (example)
- Annex H Equipment Custody Card (example)
- Annex I Compliance Review (example)

AGREEMENT

BETWEEN THE

DEFENSE LOGISTICS AGENCY

(Through the DLA Disposition Services,

Law Enforcement Support Office)

AND

THE STATE OF <u>NEVADA</u>

I. PURPOSE

This Memorandum of Agreement (MOA) is entered into between the Defense Logistics Agency (DLA), through the DLA Disposition Services, Law Enforcement Support Office (LESO) and the State of <u>Newada</u>, to set forth the terms and conditions which will be binding on the parties with respect to Department of Defense (DOD) excess personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to State Law Enforcement Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism or border security activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the DLA in determining whether property is suitable for use by agencies in law enforcement activities (LEAs). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is also known as the "1033 Program" or the "LESO Program" and is administered by DLA Disposition Services, LESO.

III. GENERAL TERMS AND CONDITIONS

A. The DLA has final authority to determine the type, quantity, and allocation of excess DOD personal property suitable for law enforcement activities, if any, which will be transferred to the State or Territory.

B. This agreement creates no entitlement to the State or Territory to receive excess DOD personal property.

C. Property made available under this agreement is for the use of authorized program participants only. Property may not be obtained for any individual, organization, or agency that has not been approved as a participant in the LESO Program. All requests for property must be based on bona fide law enforcement requirements. Property will not be obtained by any authorized participant for the purpose of sale, lease, loan; personal use, rent, exchange, barter, transfer, or to secure a loan.

D. Controlled property (equipment) includes any property that has a demilitarization (DEMIL) Code of, B, C, D, E, F, G, and Q; and property, regardless of demilitarization code, that was specifically identified in the Law Enforcement Equipment Working Group Report from May 2015, created pursuant to Executive Order 13688 (EO). The Working Group Report mandates that the following items be treated as controlled property:

- 1) Manned Aircraft, fixed or rotary wing
- 2) Unmanned Aerial Vehicles
- 3) Wheeled Armored Vehicles
- 4) Wheeled Tactical Vehicles
- 5) Command and Control Vehicles
- 6) Specialized Firearms and Ammunition Under .50 Cal (excluded firearms and ammunition for service-issued weapons)
- 7) Explosives and Pyrotechnics
- 8) Breaching Apparatus
- 9) Riot Batons
- 10) Riot Helmets
- 11) Riot Shields

E. LEAs that request items in Paragraph D above must provide all required information outlined in the Law Enforcement Equipment Working Group Report and all information on the LESO request form. Among other specific requirements identified in these documents, LEAs will be required to submit a detailed written justification with a clear and persuasive explanation of the need for the property and the law enforcement purposes it will serve, and must certify they have the following:

- Evidence of approval or concurrence by the LEA's governing civilian body (city council, mayor etc.); LEAs where the chief executive is popularly elected (e.g., Sheriffs), these LEAs must provide official written notification to their civilian governing body at least 30 days in advance of any application to acquire controlled equipment. LEAs will certify that they have notified their governing civilian body;
- 2) The LEA's policies and protocols on deployment of this type of property;
- 3) Certifications on required training for use of this type of property; and
- 4) Information on whether the LEA has applied for or has a pending application for this type of property from another federal agency.

F. LEAs must maintain and enforce regulations designed to impose adequate security measures for controlled property to mitigate the risk of loss or theft.

G. Under no circumstances will controlled property be sold or otherwise transferred to non-U.S. persons or exported. All transfers must be approved by DLA Disposition Services LESO.

H. Cannibalization requests for controlled property must be submitted in writing to LESO for approval. LESO will consider cannibalization requests on a case-by-case basis.

I. LESO conditionally transfers all excess DOD property to States/LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with LESO in perpetuity and will not be relinquished to States/LEAs. When the State/LEA no longer has a legitimate law enforcement use for controlled property, the State/LEA must notify LESO and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. LESO reserves the right to recall controlled and non-controlled property issued through the LESO program at any time.

J. Property with a DEMIL Code of "A" is also conditionally transferred to the State/LEA, yet controlled for one (1) year from the Ship Date. However, after one (1) year from the Ship Date, LESO will relinquish ownership and title to the LEA. Prior to this date, the State/LEA remains responsible for the accountability and physical control of the item(s) and LESO retains the right to recall the property. Title will not be relinquished to any property in DEMIL Code of "A" that is controlled property identified in Paragraph III D.

- 1) Property with DEMIL Code of "A" will automatically be placed in an archived status on the LESO inventory for the LEA upon meeting the one year mark.
- 2) Once archived, the property is no longer subject to annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
- 3) Ownership and title of DEMIL "A" items that have been archived will pass automatically from LESO to the LEA when they are archived at the one year mark without issuance of any further documentation.
- 4) LEAs receive title and ownership of DEMIL "A" items as governmental entities. Title and ownership of DEMIL "A" property does not pass from DOD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State and local law that govern public property. Sales or gifting of DEMIL "A" property after the one year mark in a manner inconsistent with state or local law may constitute grounds to deny future participation in the LESO program.

K. States and LEAs are not authorized to transfer controlled property or DEMIL Code "A" property carried on their inventory without LESO notification and approval. Property will not physically move until the LESO approval process is complete.

IV. STATE COORDINATOR APPOINTMENT

A. State Coordinators must be personally appointed by the Governor of the State. Only Governor-appointed State Coordinators are authorized to enter into this Agreement and operate the LESO Program at the State level on behalf of their respective State. Appointment letters from the Governor must be on file with the LESO.

B. State Coordinator appointment letters must be updated within ninety (90) days of changes in office of either the Governor or the State Coordinator. The LESO may grant an extension to this requirement on a case-by-case basis.

C. Once appointed, the State Coordinator may choose to name and delegate all, or a portion, of their authority to authorized State Points of Contact(s) (SPOCs). Appointment letters from the State Coordinator, authorizing a SPOC(s) must be on file with the LESO. SPOC(s) appointment letters must be updated within ninety (90) days of any change of State Coordinator.

D. The LESO shall:

- 1) Maintain a current and accurate list of all State Coordinators and all SPOCs.
- 2) Provide a comprehensive overview of the LESO Program to all State Coordinators within ninety (90) days of their appointment as State Coordinator.
- 3) Ensure State Coordinators are trained in the use of the DLA Disposition Services Reutilization, Transfer and Donation (RTD) Website; the LESO property accounting system; procedures to search for, identify, and request property; turn-in procedures; transfer procedures; and inventory requirements.
- E. The State shall:
 - Ensure the LESO has a current and accurate listing of the State Coordinator and SPOC(s). Contact information for State Coordinators and SPOC(s) shall be provided to LESO.
 - 2) Ensure LEAs acknowledge the responsibilities inherent to LESO Program enrollment and adhere to the requirements outlined within the LESO approved State Plan of Operation for their State. State Plans of Operation must be signed by the current Chief Law Enforcement Official within ninety (90) days of their appointment.

V. ENROLLMENT

A. An LEA must have at least one full-time law enforcement officer in order to enroll and/or

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receive property via the LESO Program. Only full-time and part-time law enforcement of are authorized to receive property. Reserve officers are not authorized to receive property.

- B. The LESO shall:
 - 1) Establish and implement LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals regarding the LESO Program, and this MOA.
 - 2) Receive and process LEA applications for participation from States currently enrolled in the LESO Program.
- C. The State shall:
 - 1) Ensure only authorized LEA applications for program enrollment are submitted to the LESO for approval.
 - 2) Receive and recommend approval or disapprove LEA applications for participation in the LESO Program. The State Coordinators have sole discretion to disapprove LEA applications on behalf of the Governor of their State. The LESO should be notified of any applications disapproved at the State Coordinator level. The State Coordinator will only forward and recommend/certify LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval/disapproval authority for all LEA applications forwarded by State Coordinators.
 - Ensure LEAs enrolled in the LESO Program update the LEA's accounts information annually. Updated information should include, but is not limited to a new chief law enforcement official, the addition or removal of a screener, LEA address change or contact information.
 - 4) Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment. This comprehensive overview must be done within thirty (30) days and include, verbatim, the information contained in Paragraph III of this MOA.
 - 5) Ensure that screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
 - 6) Ensure at least one person per LEA maintains access to the Federal Excess Property Management Information System (FEPMIS). FEPMIS account holders must be employees of the LEA.

VI. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals regarding the LESO Program and this MOA, each State is required to conduct an annual inventory certification of controlled property, which includes DEMIL "A" for one (1) year from Ship Date. Annual inventories start on October 1 of each year and end January 31 of each year.

- B. The LESO shall:
 - 1) Receive and validate incoming certified inventories and reconcile inventories with the State Coordinator/SPOC.
 - 2) Ensure LEAs validate and provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system, for all controlled property identified in Paragraph III D, small arms and other unique items, as required. For equipment that does not contain a serial number, such as riot control or breaching equipment, a photograph will suffice.
 - 3) Send confirmation to each State Coordinator when a State's inventory is reconciled in the LESO property accounting system. This will serve as the State's confirmation that LESO Program controlled property within his/her State has been reconciled in the accountable record.
 - 4) Suspend an entire State, or LEA, as a result of a State's or LEA's failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.
- C. The State shall:
 - 1) Ensure LEAs complete the annual physical inventory as required.
 - 2) Ensure LEAs provide serial numbers and photos identified in the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III D, small arms and other unique items, as required. For equipment that does not contain a serial number, such as riot control or breaching equipment, a photograph will suffice.
 - 3) Validate and certify the accountability of all controlled property received through the LESO Program annually with each LEA by having them conduct and certify a physical inventory. State Coordinators must adhere to additional annual certification requirements as identified by the LESO. All inventories and certification statements will be maintained on file indefinitely.
 - a. The LESO requires each State Coordinator to submit certified inventories for their entire State by January 31 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEAs four (4) months to physically inventory LESO Program property in their possession, and submit their certified inventories to their State Coordinators.
 - b. In addition to the certified inventories, the LESO requires photographs for all controlled property identified in Paragraph III D, small arms and other unique items as required, received through the LESO Program.

- (1) The LESO requires a side and data plate photo for Aircraft and Tactical Vehicles that are serial number controlled, received through the LESO Program.
- (2) The LESO requires serial number photos for each small arm received through the LESO Program.
- c. States that fail to submit the certified annual inventory by January 31 may be suspended from operations within the LESO Program. Further failure to submit the certified annual inventory may result in a state termination.
- 4) Ensure LEAs are aware that High Profile Commodities (Aircraft, Tactical Vehicles and Small Arms) and High Awareness (controlled) property is subject to additional controls.

VII. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a Program Compliance Review (PCR) for each State that is enrolled in the LESO Program every two (2) years. The LESO reserves the right to require an annual PCR or similar inspection on a more frequent basis for any State. LESO PCRs are performed in order to ensure that State Coordinators, SPOCs and all LEAs within a State are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instructions and Manuals regarding the LESO Program, and this MOA.

- 1) If a State and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within his/her State and/or LEA.
- 2) If a State and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the LESO Program operations within the State and/or LEA.

B. The State shall:

- 1) Support the LESO PCR process by:
 - a. Coordinating the PCR daily events schedule according to the list of LEAs selected for review provided by the LESO. Forward completed PCR daily events schedule to the LESO.
 - b. Contacting LEAs selected for PCR review via phone and/or email to ensure they are aware of the PCR schedule and prepared for review.
 - c. Receiving inventory selection from the LESO. The LEA POCs shall gather the selected items in a central location to ensure the LESO can efficiently inventory the items.

- d. Providing additional assistance to the LESO as required, prior to and during the course of the PCR.
- 2) Conduct internal Program Compliance Reviews of LEAs participating in the LESO Program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. The State Coordinator must ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his/her State is completed annually. Results of internal PCRs in terms of LEA non-compliance with terms and conditions of the LESO Program must be kept on-file at the State Coordinator's Office.
 - a. The internal PCR will include, at minimum:
 - (1) A review of each selected LEA's LESO Program files.
 - (2) A review of the signed State Plan of Operation (SPO).
 - (3) A review of the LEAs application and screener letter.
 - (4) A physical inventory of LESO Program property at each selected LEA.
 - (5) A specific review of each selected LEA's files for the following: DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), or other pertinent documentation as required.
 - b. In cases that require a repossession or turn-in of property, the State and/or LEA will bear all expenses related to the repossession and/or turn-in of LESO Program property to the nearest DLA Disposition Services site.

VIII. STATE PLAN OF OPERATION (SPO)

A. The LESO shall:

- 1) Identify, establish, and issue minimum criteria to be included in the SPO.
- 2) Receive and approve SPOs for each State on a bi-annual basis.
- B. The State shall:
 - 1) Establish and submit to the LESO, a State Plan of Operation, developed in accordance with Federal and State law, and conforming (at minimum) to the provisions of the DLA Instructions and Manuals regarding the LESO Program and this MOA.

- a. The SPO will include detailed organizational and operational authority including staffing, budget, facilities, and equipment that the State believes is sufficient to manage the LESO Program within their State.
- b. The SPO must address procedures for making determinations of LEA eligibility, allocation, and equitable distribution of material, accountability and responsibility concerning excess DOD personal property, inventory requirements, training and education, State-level internal Program Compliance Reviews (PCR), and procedures for turn-in, transfer, and disposal.
- 2) Enter into written agreement with each LEA, via the LESO approved State Plan of Operation, to ensure the LEA fully acknowledges the terms, conditions, and limitations applicable to property transferred pursuant to this agreement. The State Plan of Operation must be signed by the Chief Law Enforcement Official, or assigned designee of the respective LEA, and the current State Coordinator.
- 3) Request that the LESO Suspend or Terminate an LEA(s) from the LESO Program when an LEA fails to comply with any term of this MOA, the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, or the State Plan of Operation.

IX. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, OR DESTROYED LESO PROGRAM PROPERTY

A. All property Lost, Missing, Stolen, or Destroyed (LMSD), carried on an LEAs current inventory, must be reported to the LESO.

- Controlled property must be reported to the LESO within twenty-four (24) hours. The aforementioned property may require a police and National Crime Information Center (NCIC) report submitted to the LESO, to include Demil "A" items that are considered controlled items in Paragraph III D.
- 2) Property with a DEMIL Code of "A" must be reported to the LESO within seven (7) days.
- 3) All reports are subject to the DLA Office of the Inspector General (OIG).

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

X. AIRCRAFT AND SMALL ARMS

A. All aircraft are considered controlled property, regardless of DEMIL Code. Aircraft may not be sold and must be returned to LESO at the end of their useful life. The State Plan of Operation must ensure that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.

B. LEAs no longer requiring small arms issued through the program must request authorization to transfer or turn-in small arms. Transfers and turn-ins must be forwarded and endorsed by the State Coordinator, and approved by LESO. Small Arms will not physically move until the approval process is complete.

C. Small Arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he/she has received the appropriate small arm(s) with the correct, specific serial number(s). Small Arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt (ECR); this Custody Receipt obtains the signature of the officer responsible for the small arm.

XI. RECORDS MANAGEMENT

The LESO, State Coordinator, and LEAs enrolled in the LESO Program, must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the DEMIL Codes. All documents concerning a property record must be retained.

- 1) Property records for items with DEMIL Codes of "A" must be retained for two (2) calendar years from the date the property is removed from the LEA's property book before being destroyed.
- 2) Property records for controlled property must be retained for five (5) calendar years from the date the property is removed from the LEA's property book before being destroyed.
- 3) Environmental Property records must be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material/Hazardous Waste).
- 4) LESO Program files must be segregated from all other records.
- 5) All property records must be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

XII. LESO PROGRAM ANNUAL TRAINING

A. 10 USC § 380 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each state. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense. B. The LESO shall organize and conduct annual training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.

C. The State shall ensure at least one representative (i.e. the State Coordinator or SPOC) attend the annual training that LESO conducts.

XIII. PROPERTY ALLOCATION

A. The LESO Shall:

- 1) Maintain an accessible website that will provide timely and accurate guidance, information, and links for all individuals who work or have an interest in the LESO Program.
- 2) Upon receipt of a valid State/LEA request for property through the DLA Disposition Services RTD Website, give a preference to those applications indicating that the transferred property will be used in the counter-drug/counterterrorism, or border security activities of the recipient agency. Additionally, to the greatest extent possible, the LESO will ensure fair and equitable distribution of property based on current State/LEA inventory and State/LEA justification for property.
- 3) The LESO reserves the right to determine and/or adjust allocation limits. Generally no more than one of any item per officer will be allocated. Quantity exceptions may be granted on a case-by-case basis by the LESO. Currently, the following quantity limits apply:
 - a. Small Arms: one (1) type for each qualified officer, full-time/parttime;
 - b. HMMWVs: one (1) vehicle for every three (3) officers;
 - c. MRAPs: one (1) vehicle per LEA.
- 4) The LESO reserves final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DOD property.
- B. The State shall:
 - 1) Ensure LEAs submit appropriate justifications when requesting excess DOD property via the LESO Program and will ensure the LESO Program property will be used for the law enforcement activity and for law enforcement purposes only within his/her State.
 - 2) Access the LESO Website on a weekly basis for timely and accurate guidance, information, and links concerning the LESO Program and ensure that all relevant information is passed on to participating LEAs.

- 3) Encourage and assist LEAs in the use of electronic screening of property via the DLA Disposition Services RTD Website.
- 4) Upon receipt of a valid LEA/State request for property, provide a recommendation to the LESO on the preference to be given to those applications for property that will be used in counter-drug/counter-terrorism, or border security activities of the recipient agency. Additionally, the State should give consideration to the fair and equitable distribution of property based on current State/LEA inventory and LEA justification for property. Generally, no more than one of any item per officer will be allocated.
- 5) Maintain access to the DLA Disposition Services RTD Website to approve/ disapprove requests for property.
- 6) Access the DLA Disposition Services RTD Website at a minimum of once daily (Monday Friday) to process LEAs requests for excess DOD property.
- 7) Ensure that screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 8) Maintain access to FEPMIS to ensure LEAs are properly maintaining their property books, to include but not limited to transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the state level and forward all approvals to the LESO for action.
- 9) Ensure at least one person per LEA maintains access to FEPMIS. FEPMIS account holders must be employees of the LEA.
- 10) Assist the LEAs with enrollment, property request, transfer, turn-in, and disposal procedures.
- 11) Review property requests in the DLA Disposition Services RTD Website, property receipts, and conduct monthly reconciliations of property records.

XIV. PROGRAM SUSPENSION & TERMINATION

A. The State is required to abide by the terms and conditions of the DLA MOA in order to maintain active status.

- B. The LESO shall:
 - 1) Suspend States/LEAs for a minimum of sixty (60) days in all situations relating to the suspected or actual abuse of LESO Program property or requirements and/or repeated failure to meet the terms and conditions of this MOA. Suspension may lead to TERMINATION.

- 2) The LESO has final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) Issue corrective action guidance to State Coordinator with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the State to submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or destroyed LESO Program property to include the LEAs Corrective Action Plan (CAP).
- 5) Suspend or terminate a State from the LESO Program if a State and/or LEA fail to comply with any term of this MOA, the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, or the State Plan of Operation.
- C. The State shall:
 - In the event of a State and/or LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated State/LEA to an authorized State or LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services location.
 - a. In cases of a State termination, the State Coordinator will have one hundred and twenty (120) days to complete the transfer or turn-in of all LESO Program property in their State.
 - b. In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all LESO Program property in their possession.
 - 2) Notify the LESO and initiate an investigation into any questionable activity or actions involving LESO property issued to a LEA that comes to the attention of the State Coordinator, and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on suspension or termination of the LEA to the LESO. State Coordinators, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO program at any time, and for any reason.
 - 3) Request that the LESO suspend or terminate an LEA from the LESO Program if an LEA fails to comply with any term of this MOA, the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, or the State Plan of Operation.
 - Request that the LESO suspend LEA(s) and/or LEA POC(s) from within their State, based upon their findings during internal program compliance reviews and/or spot checks at the State level.

- 5) Initiate corrective action to rectify suspensions and/or terminations placed upon the State for failure to meet the terms and conditions of the LESO Program.
- 6) Make contact (until resolved) with suspended LEA(s) within his/her State to ensure corrective actions are rectified by the timeframe provided by the LESO.
- Require the LEAs to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or destroyed LESO Program property. The State must submit all documentation to the LESO upon receipt.
- 8) Provide documentation to the LESO when actionable items are rectified for the State and/or LEA(s).
- 9) Request reinstatement as required via the State Coordinator or SPOC(s) to full participation status at the conclusion of a suspension period.

XV. COSTS & FEES

All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program is the sole responsibility of the State and/or LEA.

XVI. NOTICES

Any notices, communications, or correspondence related to this agreement shall be provided by E-mail, the United States Postal Service, express service, or facsimile to the cognizant DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this MOA. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this MOA in accordance with Section XIX, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVII. ANTI-DISCRIMINATION

A. By signing this MOA, or accepting excess DOD personal property under this MOA, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national 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 32 CR Part 195.
- On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.

3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the **D**OD.

XVIII. INDEMNIFICATION CLAUSE

The State/LEA is required to maintain adequate insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO program. Self-insurance by the State/LEA is considered acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO program. It is recognized that State and local law generally limit or preclude State Coordinators/LEAs from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the State/LEA shall indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

XIX. TERMINATION

A. This MOA may be terminated by either party, provided the other party receives thirty (30) Days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned State Coordinator hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this MOA may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

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

Michael W Lambrecht		
Type/Print State Coordinator Name	State Coordinator Signature	Date (MM/DD/YYYY)

Type/Print DLA Disp Svcs J-4 Director_DLA Disp Svcs J-4 Director Signature Date (MM/DD/YYYY)

Version; May, 2016

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RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY

Law Enforcement Agency/Activity - The LESO Program defines this as a Governmental agency whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

ANNEX C

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada Acting By and Through Its

Nevada Department of Public Safety Office of Criminal Justice Assistance 1535 Hot Springs Road, Unit 10 Carson City, NV 89706 Phone: (775) 687-3700; Fax: (775) 687-4171 ("OCJA")

and

(NAME, ADDRESS, PHONE, AND FACSIMILE NUMBER OF AGENCY) ("Law Enforcement Agency")

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, the Secretary of the U.S. Department of Defense ("DoD") is authorized by 10 U.S.C. §2576a to transfer to Federal and State Law Enforcement Agencies (LEA), property that is excessed to the needs of the DoD and which property the Secretary of Defense determines is suitable for use by such agencies in law enforcement activities, including counter-drug and counter-terrorism activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of the DoD have been delegated to the Defense Logistics Agency (DLA); and

WHEREAS, the Governor of the State of Nevada has appointed a State Coordinating Officer within the OCJA who will manage and coordinate the program known as the 1033 Program (Defense Excess Property Program) authorized by 10 U.S.C. §2576a; and

WHEREAS, the OCJA has entered into an agreement with the DLA which sets forth the terms and conditions with respect to excess DOD property transferred pursuant to 10 U.S.C. §2576a.

WHEREAS, the DLA and OCJA have the authority to determine the type, quantity, and location of excess property suitable for use in law enforcement activities, if any, that will be transferred to the Law Enforcement Agency.

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada; and

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. <u>REQUIRED APPROVAL</u>. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.

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2. <u>DEFINITIONS.</u> "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.

3. <u>CONTRACT TERM</u>. This Contract shall be effective upon execution by authorized representative signatures and DLA approval (agencies new to the program only), unless sooner terminated by either party as set forth in this Contract. If an agency Chief/Executive (either LEA or OCJA) changes, an updated contract between the two parties containing the new signatures shall be executed as soon as possible.

4. <u>TERMINATION</u>. Prior to any termination action, active property inventories for an LEA maintained by the DLA must be cleared through property turn-in or disposal actions. This Contract may be terminated by either party, provided that a termination shall not be effective until <u>30</u> days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. <u>NOTICE</u>. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. <u>INCORPORATED DOCUMENTS</u>. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: Nevada Operating Plan for the Defense Department Excess Property Program - Section 1033 (including but not limited to the applicable terms and conditions set out in Annexes A-H)

7. <u>CONSIDERATION</u>. The OCJA agrees to provide the services set forth in paragraph (6). In return, the Law Enforcement Agency agrees to comply with the terms and conditions set forth in paragraph (6) in their entirety. All costs associated with the transportation turn-in, transfer, repair, maintenance, insurance, disposal, repossession, or other expenses related to property obtained through the Law Enforcement Support Office (LESO) program is the sole responsibility of the LEA. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. <u>ASSENT</u>. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. <u>Books and Records</u>. Each LEA agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or the United State Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. <u>Inspection & Audit</u>. Each LEA agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, the Department of Administration, Governor's

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Office of Finance, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal reviews or funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. Property acquired by and LEA under this program is subject to the provisions of the Single Audit Act of 1894 (31 United States Code, Subtitle V, Chapter 75).

c. <u>Period of Retention</u>. All books, records, reports, and statements relevant to property acquired through this Contract must be retained by the LEA for a minimum of three years after the date the property was disposed of. Administrative documentation associated with this Contract (e.g. screener sheets) should be retained for three years after the documents are superseded. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. <u>BREACH; REMEDIES</u>. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. <u>LIMITED LIABILITY</u>. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. <u>FORCE MAJEURE</u>. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. <u>INDEMNIFICATION</u>. Neither party waives any right or defense to indemnification that may exist in law or equity. Notwithstanding the preceding, the Law Enforcement Agency agrees to indemnify and hold hannless the Federal Government, State of Nevada, and OCJA from any and all actions, claims, debts, demands, judgements, liabilities, costs and attorneys fees arising out of or in any manner predicated upon the loss of or damage to property and injuries, illness or death of any person whatsoever in any manner caused by or contributed to by the Law Enforcement Agency, its agents, servants, employees or any person subject to its control while in, upon, or about the site on which the excess DoD property is located, or while the excess DoD property is in the possession of, used by or subject to the control of the Law Enforcement Agency.

14. <u>INDEPENDENT PUBLIC AGENCIES</u>. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. <u>INSURANCE</u>. By executing this Contract, the LEA certifies to the OCJA that is has and agrees to maintain at no expense to the Federal Government or OCJA adequate liability and property damage insurance coverage and

Page 3 of 5

workers compensation insurance to cover any claims arising from acquisition, use, or disposal of the property to be transferred.

16. <u>WAIVER OF BREACH</u>. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

17. <u>SEVERABILITY</u>. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

18. <u>ASSIGNMENT</u>. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

19. <u>OWNERSHIP OF PROPRIETARY INFORMATION</u>. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

20. <u>PUBLIC RECORDS.</u> Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

21. <u>CONFIDENTIALITY</u>. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

22. <u>PROPER AUTHORITY</u>. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

23. <u>GOVERNING LAW</u>; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the United State of America and the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

24. <u>TERMINATION OF PREVIOUS AGREEMENTS.</u> This Agreement is intended to supersede all previous agreements between the parties on the same subject matter. All previous contracts between the parties on the same subject matter are hereby terminated upon the effective date of this Agreement.

25. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

Page 4 of 5

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Public Agency #1

Public Agency #1 Signature

Date

Public Agency #2

Public Agency #2 Signature

Public Agency #2 Signature

Date

Page 5 of 5

•		, ANNEX D		
		DLA DISPOSITION SERVICES		
		LAW ENFORCEMENT SUPPORT OFFICE		¢
Street Street		74 WASHINGTON AVENUE NORTH		
IN REPLY REFER TO	J-363	BATTLE CREEK, MICHIGAN 49037-3084	March 30, 2011	

MEMORANDUM FOR DLA DISPOSITION SERVICES SITE SPECIALIST SUBJECT: Authorization Letter for Property Screening

In accordance with DOD 4160.21-M, Chapter 5, Section B.2.C, screeners may present an authorization on the letterhead of the sponsoring activity, identifying the bearer and indicating the nature of authorization. In accordance with the above reference, this office authorizes the following individual(s) to screen excess property at your facilities in support of Law Enforcement Activities (LEAs) under DODAAC H9DEB1:

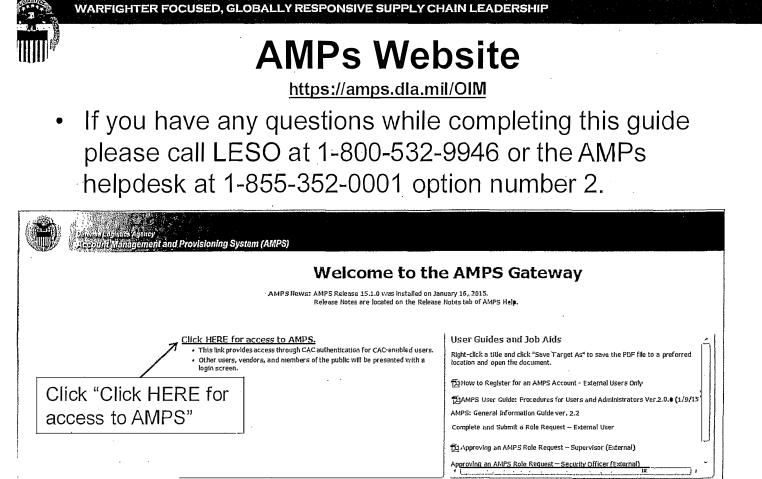
Weapons POC: Aircraft POC: Chief Executive Official:

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 DLA Disposition Services Site. Questions concerning this matter should be directed to your State Coordinator.

RONALD J. CHAVIS

ANNEX E



See the AMPS Documentation screen-available from the main menu-for a complete list of user documentation, links, and tutorials.

Accessibility/Section 508

WARFIGHTER FOCUSED, GLOBALLY RESPONSIVE SUPPLY CHAIN LEADERSHIP

AMPs Website



Defense Logistics Agency

Single Sign-On Authentication You are accessing a U.S. Government (USG) Information System (IS) that is provided for USG-authorized use only.

By using this IS (which includes any device attached to this IS), you consent to the following conditions:

- The USG routinely intercepts and monitors communications on this IS for purposes including, but not limited to, penetration testing, COMSEC monitoring, network
 operations and defense, personnel misconduct (PM), law enforcement (LE), and counterintelligence (CI) investigations.
- At any lime, the USG may inspect and seize data stored on this IS.
- Communications using, or data stored on, this IS are not private, are subject to routine monitoring, interception, and search, and may be disclosed or used for any USG authorized purpose.
- This IS Includes security measures (e.g., authentication and access controls) to protect USG interests-not for your personal benefit or privacy.
- Notwithstanding the above, using this [S does not constitute consent to PM, LE, or CI investigative searching or monitoring of the content of privileged communications, or work produc, related to personal representation or services by attorneys, psychotherapists, or clergy, and their assistants. Such communication and work product are private and confidential. See <u>User Agreement</u> for details.

QK Click "OK"

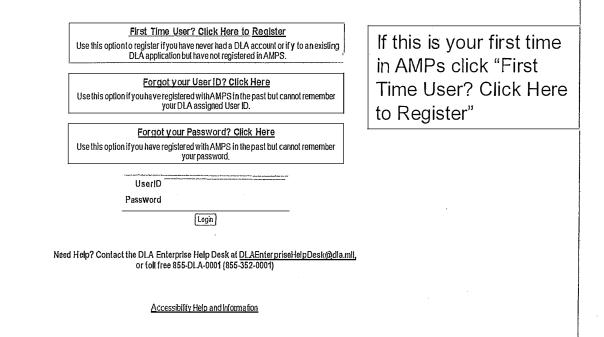
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WARFIGHTER FOCUSED, GLOBALLY RESPONSIVE SUPPLY CHAIN LEADERSHIP

AMPs Website

Defense Logistics Agency

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AMPS User Registrati		
T you have a CAC or PIV C: issued by DoD or Personal Ider Federal Bridge Certificate Auth	ard: AMPS supports certificate based authentication using Common Access Cards (CAC) tity Verification Cards (PIV) issued by supported External Certificate Authority (ECA) and ority (FBCA) vendors. You must have your CAC or PIV card inserted in your computer to login using your CAC or PIV card. This will allow you to login without a username and	
Contractor DO NOT continue w you joined DLA. If you reached computer that you are using to If the problem persists, contact	r Contractors: This process is for Non-DLA users only. If you are a DLA employee or ith this registration. Your account in AMPS should have automatically been created when the AMPS login screen it means that there is a problem with your DLA account or the access AMPS. Ensure that you are accessing AMPS from the DLA network with your CAC. the Help Desk at the number listed below.	
Select Your User Type:	Click "Public" user type. Even if you	
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Public	Click this button if you are a user desiring to register for an account with DLA to gain access to DLA applications available to the general public. You will be required to provide a few facts about you and your organization to register and request access to DLA applications.	



AMPs Website

Account Management and Provisioning System (AMPS)

Privacy Act Statement

vortig: 5 U.S.C. 301, Departmental Regulations; 10 U.S.C. 133, Under Secretary of Defense for Acquisition, Technology, and Logistics; 18 U.S.C. 1029, Access device faud; E.O. 10450, Security Requirements for Government Employees, as amended; and E.O. 9397 (SSN), as nded.

cipal Purpose(s): Information is used to validate a use's request for access into a DLA system, database or network that has its access requests managed by At/PS.

tine Uses: Data may be provided under any of the DoD 'Blanket Routine Uses' published at http://dpclo.defense.cov/oriracy/SORIse/blanket_routine_uses.html.

losure: Disclosure is voluntary; however, if you fail to supply all the requested information you roll not gain access to the DLA - Account Management and Provisioning System (AKPS) database. Your identity / security clearance must be verified prior to gaining access to the 'S database, and without the requested information verification cannot be accomplished.

s of Use: Rules for collecting, using, retaining, and safeguarding this information are contained in DLA Privacy Act System Notice S500.55, entitled "Information Tochnology Access and Control Records" available at <u>adefense acviorivacy/SORMs/component/clavindex html</u>.

Accept Click "Accept"

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AMPs Website

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AMPs Website

AMPS User Registration - Security Information

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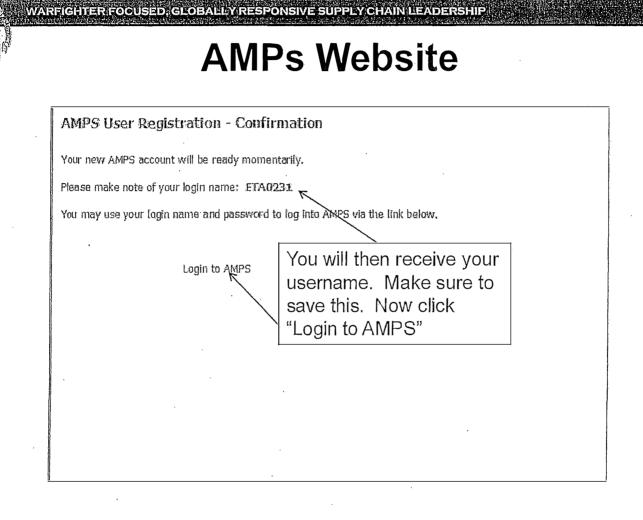
Please enter your security questions and a password which will be used to access AMPS, following the guidelines listed below for each

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of 2 Lowercase Characters
of 2 Uppercase Characters of 2 Special Characters
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AMPs Website

AMPS User Reg	listration - Summary		Cancel Back	Create Account
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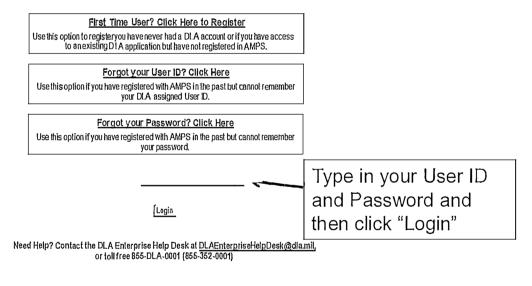
AMPS User Organization Issue

WARFIGHTER FOCUSED, GLOBALLY RESPONSIVE SUPPLY CHAIN LEADER

- Once a user has created their account in AMPS, they now need to request the one required Role to gain access to the RTD Web System
- There is currently an issue within AMPS that automatically generates the user's Organization as "DLA", as opposed to the "DLA External" that is required
- AMPS will automatically correct this issue, but it will take time...we have seen it happen the same afternoon, while most users have had to wait overnight
- If the user's account is not corrected by the following day, please contact the AMPS Help Desk at 855-352-0001

AMPs Website

No certificate was detected. If you have a valid DoD, Federal Bridge or ECA certificate and were not prompted to provide it, please contact the Enterprise Help Desk for further assistance. Otherwise, you may log in with your User ID and password below.



Accessibility Help and Information

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Requesting Roles

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External Web Process

To obtain access to DLA Web applications (i.e. LESO) as an external user, it is necessary to apply for the following:

1. AMPS

- a. User ID and Password
- b. Role Request -- "DLA Disposition Services Prod EX RTD Customer DDS-413"

DO NOT PROCEED UNTIL YOU HAVE REGISTERED IN AMPS AND RECEIVED EMAIL VERIFICATION OF DLA DISPOSITION SERVICES PROD EX-RTD CUSTOMER DDS-413 ROLE APPROVAL

PROBLEMS THAT MAY OCCUR

1. Time to complete AMPS to RTD WEB SYNC

a. The sync could take up to 24 hours to complete. If AMPS does not sync with the RTD web you will get authentication errors

Solution: Do not try to log into the RTD Web until you receive confirmation email that your requested roles have been approved

- 2. Users attempting to log in multiple times into the RTD Web prior to the completion of the AMPS to RTD WEB sync will inadvertently lock the user account.
 - a. After resetting password in AMPS the user must wait 24 hours prior to attempting to log into the RTD Web to allow AMPS to sync with the RTD WEB application

Solution: 1. Reset your password in AMPS, wait 24 hours and try again, if that does not work then contact the Customer Interaction Center (CIC) at 1.8177.352.2255 option 5 and request your account to be unlocked, please inform them you had already tried a password reset in AMPS and waited 24 hours before you tried it again.

EXTERNAL USER RTD WEB REGISTRATION

DO NOT PROCEED UNTIL YOU HAVE REGISTERED IN AMPS AND RECEIVED EMAIL VERIFICATION OF DLA DISPOSITION SERVICES PROD EX-RTD CUSTOMER DDS-413 ROLE APPROVAL (could take up to 24 hours)

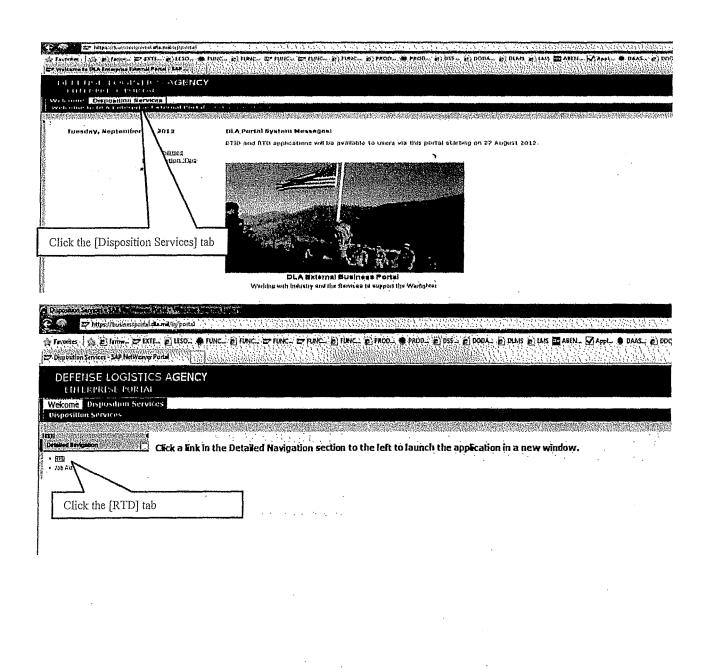
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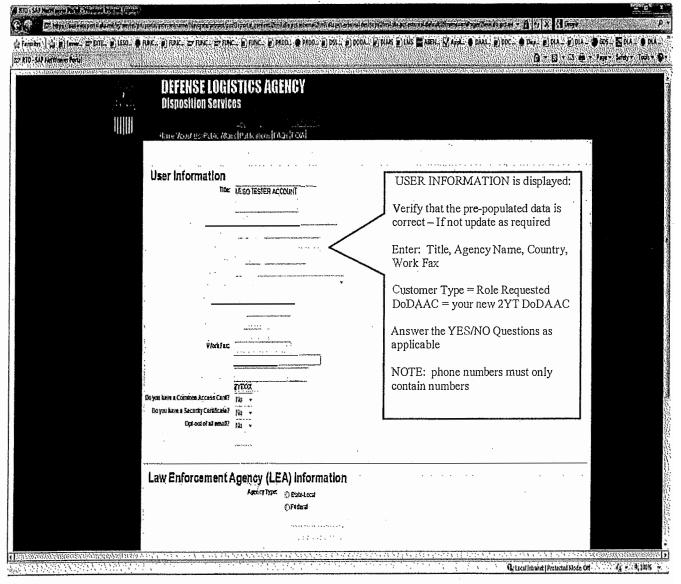
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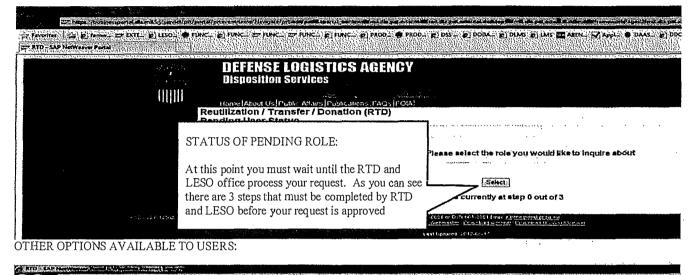
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	Receive property receiptemat: DoDAAC Profile User DoDAACs:	Yes ▼	in order to search.
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PROPERTY SEARCH:

YOUR ROLE REQUEST MUST BE APPROVED AND A Dodaac associated with our account prior to you requesting / searching for property

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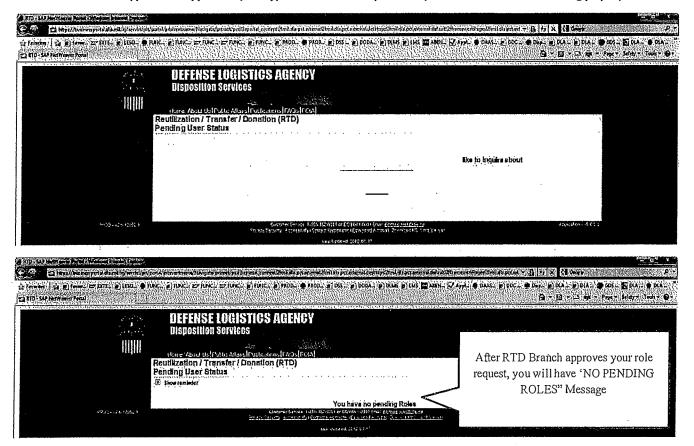
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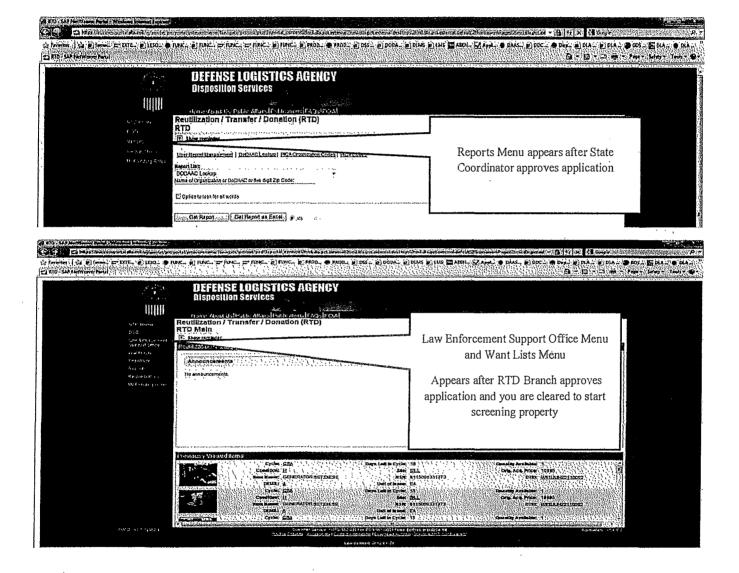
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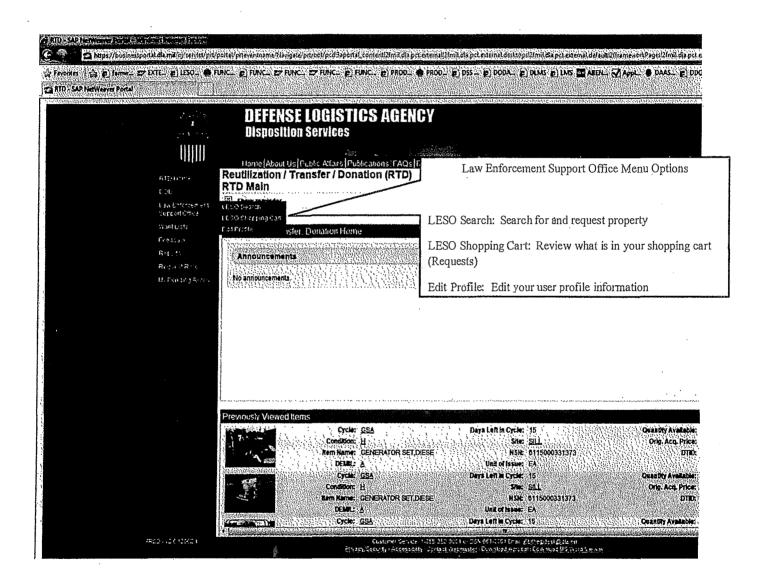
After the State Coordinator approves the application you will be step 1 completed

After the LESO approves the application you will be step 2 completed

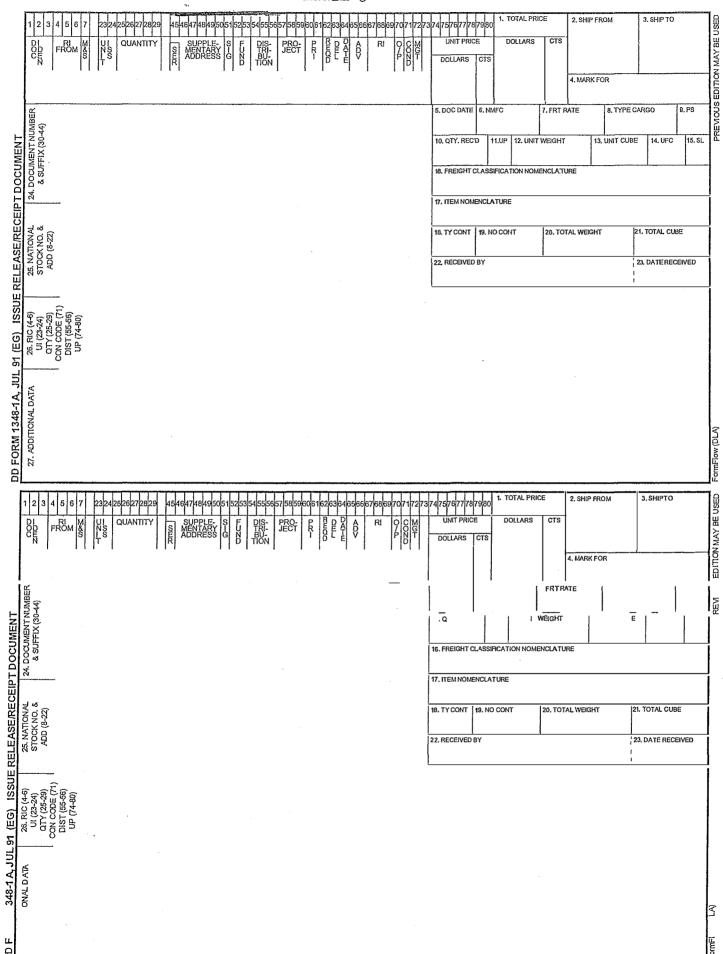
After the RTD Branch approves the application your application will be completed and you will be able to start screening property







	F AUTHORIZATION TO REMOVE of be modified or altered. Other versions are not authorized.
Date;	 *For DOD releases the individual signing must be listed on LOA in the Centralized File*
To: DLA DISPOSITION SERVICES	From:
	the undersigned, hereby authorize
PRINT NAME OF PERSON OR TRANSIGNATURE OF CUSTOMER:	Authority: To remove the property listed below,
PLEASE COMPLETE THIS FORM AND EMA	ALL OR FAX IT TO
PLEASE CALL REMEMBER TO BRING ADEQUATE ID WH	TO SCHEDULE YOUR PICK-UP
	VITHIN 14 DAYS OF THE 1348 DOCUMENT FOR DOD, LESO, FIRE FIGHTER ALL DONATION AND TRANSFER CUSTOMERS.



ANNEX G

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ANNEX H

Statement of Physical Custody of 1033 Program Property

* Denotes a required field

Law Enforcement Agency Information:

*Name:

Address:

Phone Number:

1033 Property issued to:

*Name: (LAST)

(FIRST)

1033 Property:

NSN:

MAKE:

*ITEM NOMENCLATURE:

MODEL:

*SERIAL NUMBER:

ITEM UNIT COST:

*QTY OF ITEM:

Statement of Physical Custody:

I am a Law Enforcement Officer of the aforementioned Law Enforcement Agency. I have physical custody of the item(s) listed above and accept personal responsibility for the property. I further understand that failure on my part to exercise responsibility for the care and protection of the item(s) listed above could result in pecuniary liability.

*PRINTED NAME:	
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*SIGNATURE:

*DATE:

Figure 3

ANNEX I

COMPLIANCE REVIEW CHECKLIST

LAW ENFORCEMENT AGENCY	
Date of Visit	

DOCUMENTATION:	
AGREEMENT	Date
LEA Data Sheet	Date
1348-1 Forms	
103 Screener Forms	
657 Forms	-
Acquisitions	
Transfers	
Disposals	
Procedures Manual	
Reconciliation Paperwor	k

INVENTORY:	
High Dollar Value Items	
Weapons/Physical Security	_
Aircraft and Components	
Demil/Sensitive Items	
Items in Storage	
Items assigned to Officers	

PROPERTY UTILIZATION SURVEY

Items Used in Past Year _____ Unused Items Reported as Excess _____ Training Records for Weapons _____

ADDITIONAL COMMENTS: