

Potential Actions Related to Findings in the Independent Investigative Report Prepared by Max Walton and the Connolly Gallagher Firm

The investigative report prepared by the firm of Connolly Gallagher includes some specific findings, especially regarding the Dewey Beach Police Department, that have generated additional discussion and raised concern about the need to address these findings. The Police Department's participation in a Federal surplus property program and funds that have been generated as a result but not accounted for in Town finances have been characterized as a "slush fund" by one of the Department's officers in the report. The following Actions are proposed in response to findings in the investigative report.

1. Agreed-upon Procedures Audit

The Audit Committee unanimously recommended on October 27 that the Town engage auditors to "perform certain agreed-upon procedures" that will include scrutiny of any funds generated by the Police Department and the Beach Patrol.

2. Accounting of Property Acquired through a Federal Surplus Property Program

The report recommends (page 21, recommendation 8) that the Commissioners request a full accounting of all property received through the Federal surplus property program. Publicly available records for 2015¹ show that the Dewey Beach Police Department inventory as of September 30, 2015 included at least 187 items of federal surplus property from the program administered by the Law Enforcement Support Office of the Defense Logistics Agency. This property has a military acquisition cost of \$1.7 million. (See attached 2015 table.) The 2017 inventory² shows 48 items, including \$300,000 (military acquisition cost) of surplus property obtained by the Police Department since October 2015. (See attached 2017 table)

There are substantial differences between the 2015 and 2017 tables; items in both inventories are highlighted in red in the 2015 table. Between 2015 and 2017, some items may have been disposed of, perhaps sold. It is also possible that much of the property is still held by the Police Department, but after being held for a certain period some property does not need to be tracked in the government inventory reports. The agreed upon procedures recommended by the Audit Committee will examine the funds generated by participation in the program and necessary identification of and accounting for assets, but there are additional questions that need to be addressed regarding the Police Department's participation in the program.

The intent of this program is to provide a means for law enforcement agencies to obtain and use equipment and supplies that are needed for "bona fide law enforcement purposes"³ but that the agency may not otherwise be able to purchase. To acquire property through the program, a law enforcement agency must specify the intended use for the property and then must use the property in its operations.

¹ <https://raw.githubusercontent.com/washingtonpost/data-1033-program/master/1033.csv>

² http://www.dla.mil/Portals/104/Documents/DispositionServices/LESO/DISP_AllStatesAndTerritories_09302017.xlsx?ver=2017-10-04-074924-637

³ <http://www.dla.mil/DispositionServices/Offers/Reutilization/LawEnforcement/ProgramFAQs.aspx>

(See attached 2013 Memorandum of Agreement between the Defense Logistics Agency and the State of Delaware.) The level of participation in the surplus program by Dewey's Police Department is atypical for beach front communities in Delaware. Rehoboth does not participate in the program. Bethany received one item in 2012, and Fenwick has received eight items, but none since 2011 according to the 2017 inventory.

A full exposition of the Police Department's participation in this Federal surplus program will require that the Department provide the following information for each of the surplus items obtained:

- Description of the law enforcement use provided to the government to justify acquisition of the item
- Department's cost to acquire the item
- Source of funds used to acquire the item
- Physical location of item after Department took possession
- Actual use of the item by the Police Department
- Date placed into service
- Date removed from service, if applicable
- Disposition of item
- If the item was sold:
 - Was authorization required to sell the property?
 - From whom was authorization obtained?
 - Date sold
 - Sale proceeds
 - How were sale proceeds utilized?

3. Comprehensive Review of Police Department and Beach Patrol Policies and Procedures

The investigative report also recommends (page 21, recommendation 7) that the Town obtain a full review of the Police Department. The report also notes that certain policies and practices of the Beach Patrol may not be fully compliant with the law. A comprehensive review of all policies and practices within the Police Department and the Beach Patrol should be conducted by an independent consultant or consultants with appropriate expertise. The Police Department review should include examination of policies related to handling and storage of duty weapons and proper use of assigned vehicles.

2015 Inventory of Surplus Property Obtained by Dewey Beach Police Department

| State | Station Name (LEA) | NSN | Item Name | Quantity | UI | Acquisition Value | DEMIL Code | DEMIL IC | Ship Date | Total Acq Value |
|-------|-------------------------|------------------|------------------------------|----------|------|-------------------|------------|----------|------------|-----------------|
| DE | DEWEY BEACH POLICE DEPT | 1005-00-589-1271 | RIFLE,7.62 MILLIMETER | 1 | Each | \$138.00 | D | 1 | 12/8/2006 | \$138.00 |
| DE | DEWEY BEACH POLICE DEPT | 1005-00-589-1271 | RIFLE,7.62 MILLIMETER | 1 | Each | \$138.00 | D | 1 | 12/8/2006 | \$138.00 |
| DE | DEWEY BEACH POLICE DEPT | 1005-00-589-1271 | RIFLE,7.62 MILLIMETER | 1 | Each | \$138.00 | D | 1 | 12/8/2006 | \$138.00 |
| DE | DEWEY BEACH POLICE DEPT | 1005-00-073-9421 | RIFLE,5.56 MILLIMETER | 1 | Each | \$499.00 | D | 1 | 8/22/2007 | \$499.00 |
| DE | DEWEY BEACH POLICE DEPT | 1005-00-073-9421 | RIFLE,5.56 MILLIMETER | 1 | Each | \$499.00 | D | 1 | 8/22/2007 | \$499.00 |
| DE | DEWEY BEACH POLICE DEPT | 1005-00-726-5655 | PISTOL,CALIBER .45,AUTOMATIC | 1 | Each | \$58.71 | D | 1 | 4/2/2008 | \$58.71 |
| DE | DEWEY BEACH POLICE DEPT | 1005-00-726-5655 | PISTOL,CALIBER .45,AUTOMATIC | 1 | Each | \$58.71 | D | 1 | 4/2/2008 | \$58.71 |
| DE | DEWEY BEACH POLICE DEPT | 1005-00-726-5655 | PISTOL,CALIBER .45,AUTOMATIC | 1 | Each | \$58.71 | D | 1 | 4/2/2008 | \$58.71 |
| DE | DEWEY BEACH POLICE DEPT | 1005-00-726-5655 | PISTOL,CALIBER .45,AUTOMATIC | 1 | Each | \$58.71 | D | 1 | 11/30/2009 | \$58.71 |

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| | | | | | | | | | | |
|----|-------------------------------|----------------------|---------------|----|------|-------------|---|---|-----------|-------------|
| DE | DEWEY BEACH POLICE DEPT | 2320-01- 107-7155 | TRUCK,UTILITY | 1 | Each | \$41,061.00 | Q | 6 | 2/11/2011 | \$41,061.00 |
| DE | DEWEY BEACH POLICE DEPT | 2320-01- 107-7155 | TRUCK,UTILITY | 1 | Each | \$41,061.00 | Q | 6 | 2/11/2011 | \$41,061.00 |
| DE | DEWEY BEACH POLICE DEPT | 1240-01- 540-3690 | SIGHT,REFLEX | 1 | Each | \$331.00 | D | 1 | 11/6/2013 | \$331.00 |
| DE | DEWEY BEACH POLICE DEPT | 1240-01- 540-3690 | SIGHT,REFLEX | 1 | Each | \$331.00 | D | 1 | 11/6/2013 | \$331.00 |
| DE | DEWEY BEACH POLICE DEPT | 1240-01- 540-3690 | SIGHT,REFLEX | 1 | Each | \$331.00 | D | 1 | 11/6/2013 | \$331.00 |
| DE | DEWEY BEACH POLICE DEPT | 1240-01- 540-3690 | SIGHT,REFLEX | 1 | Each | \$331.00 | D | 1 | 11/6/2013 | \$331.00 |
| DE | DEWEY BEACH POLICE DEPT | 1240-01- 540-3690 | SIGHT,REFLEX | 1 | Each | \$331.00 | D | 1 | 11/6/2013 | \$331.00 |
| DE | DEWEY BEACH POLICE DEPT | 1240-01- 411-1265 | SIGHT,REFLEX | 14 | Each | \$331.00 | D | 1 | 12/6/2013 | \$4,634.00 |
| DE | DEWEY BEACH POLICE DEPT | 2320-01- 128-9551 | TRUCK,UTILITY | 1 | Each | \$50,458.00 | C | 1 | 1/24/2014 | \$50,458.00 |

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|----|-------------------------------|--------------------------|---------------------------------|----|------|-------------|---|---|-----------|-------------|
| DE | DEWEY BEACH POLICE DEPT | 2320-00- 989-7163 | TRUCK,SERVICING PLATFORM | 1 | Each | \$78,405.00 | Q | 6 | 4/24/2014 | \$78,405.00 |
| DE | DEWEY BEACH POLICE DEPT | 6720-01- 568-2071 | CAMERA SYSTEM,RECONNAISSANCE | 4 | Kit | \$8,450.00 | C | 1 | 5/16/2014 | \$33,800.00 |
| DE | DEWEY BEACH POLICE DEPT | 5820-01- 600-9530 | RECEIVER-TRANSMITTER,RADIO | 13 | Each | \$2,129.00 | D | 1 | 7/31/2014 | \$27,677.00 |
| DE | DEWEY BEACH POLICE DEPT | 2320-01- 090-7893 | TRUCK,CARGO | 1 | Each | \$16,531.00 | Q | 6 | 9/2/2014 | \$16,531.00 |
| DE | DEWEY BEACH POLICE DEPT | 6530-00- 788-4010 | RESTRAINT SET,WRIST AND ANKLE | 3 | Set | \$195.21 | Q | 6 | 9/10/2014 | \$585.63 |
| DE | DEWEY BEACH POLICE DEPT | 5965-01- 600-0528 | HEADSET-MICROPHONE | 2 | Each | \$64.42 | A | 1 | 10/1/2014 | \$128.84 |
| DE | DEWEY BEACH POLICE DEPT | 7025-DS- MON- IT08 | MONITOR, COMPUTER | 6 | Each | \$235.00 | A | | 10/1/2014 | \$1,410.00 |
| DE | DEWEY BEACH POLICE DEPT | 2330-01- 338-7993 | TRAILER,BOAT MOVING | 1 | Each | \$2,400.00 | A | 1 | 10/1/2014 | \$2,400.00 |
| DE | DEWEY BEACH POLICE DEPT | 2320-01- 577-9048 | TRUCK,CARGO | 1 | Each | \$100.00 | A | 1 | 10/1/2014 | \$100.00 |

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|----|-------------------------------|----------------------|-------------------------------------|----|------|-------------|---|---|------------|-------------|
| DE | DEWEY BEACH POLICE DEPT | 1940-01- 088-3530 | JET SKI | 1 | Each | \$2,774.00 | A | 1 | 10/22/2014 | \$2,774.00 |
| DE | DEWEY BEACH POLICE DEPT | 4910-DS- PRE-SSUR | PRESSURE WASHER | 1 | Each | \$300.00 | A | | 10/22/2014 | \$300.00 |
| DE | DEWEY BEACH POLICE DEPT | 2310-DS- VAN-0000 | VAN | 1 | Each | \$25,000.00 | A | | 10/22/2014 | \$25,000.00 |
| DE | DEWEY BEACH POLICE DEPT | 7025-DS- ALL-IN1P | ALL IN ONE PRINTER, FAX, SCANNER | 1 | Each | \$112.00 | A | | 10/23/2014 | \$112.00 |
| DE | DEWEY BEACH POLICE DEPT | 7025-DS- ALL-IN1P | ALL IN ONE PRINTER, FAX, SCANNER | 1 | Each | \$112.00 | A | | 10/23/2014 | \$112.00 |
| DE | DEWEY BEACH POLICE DEPT | 7025-DS- ALL-IN1P | ALL IN ONE PRINTER, FAX, SCANNER | 1 | Each | \$130.00 | A | | 10/23/2014 | \$130.00 |
| DE | DEWEY BEACH POLICE DEPT | 7810-DS- ATH-SPOR | ATHLETIC AND SPORTING EQUIPMENT | 1 | Each | \$300.00 | A | | 10/23/2014 | \$300.00 |
| DE | DEWEY BEACH POLICE DEPT | 7105-01- 519-1117 | BED,BUNKABLE | 23 | Each | \$91.53 | A | 1 | 10/23/2014 | \$2,105.19 |
| DE | DEWEY BEACH POLICE DEPT | 7830-DS- CLI-MBER | CLIMBER | 1 | Each | \$300.00 | A | | 10/23/2014 | \$300.00 |

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|----|-------------------------------|----------------------|-----------------------------------|---|------|-------------|---|---|------------|-------------|
| DE | DEWEY BEACH POLICE DEPT | 7830-DS- ELL-IPTI | ELLIPTICAL | 1 | Each | \$800.00 | A | | 10/23/2014 | \$800.00 |
| DE | DEWEY BEACH POLICE DEPT | 7830-DS- ELL-IPTI | ELLIPTICAL | 1 | Each | \$800.00 | A | | 10/23/2014 | \$800.00 |
| DE | DEWEY BEACH POLICE DEPT | 7025-DS- PRI-NT05 | PRINTER | 1 | Each | \$150.00 | A | | 10/23/2014 | \$150.00 |
| DE | DEWEY BEACH POLICE DEPT | 7810-01- 619-4944 | TREADMILL | 1 | Each | \$9,000.00 | A | 1 | 10/23/2014 | \$9,000.00 |
| DE | DEWEY BEACH POLICE DEPT | 7810-01- 619-4944 | TREADMILL | 1 | Each | \$9,000.00 | A | 1 | 10/23/2014 | \$9,000.00 |
| DE | DEWEY BEACH POLICE DEPT | 2410-00- 185-9792 | TRACTOR,FULL TRACKED,LOW SPEED | 1 | Each | \$72,325.00 | A | 7 | 3/4/2015 | \$72,325.00 |
| DE | DEWEY BEACH POLICE DEPT | 5965-01- 573-2653 | LOUDSPEAKER,ELECTROMAGNETIC | 3 | Each | \$262.58 | A | 1 | 3/12/2015 | \$787.74 |
| DE | DEWEY BEACH POLICE DEPT | 8150-01- 463-3177 | CONTAINER,FREIGHT,UTILITY | 1 | Each | \$3,453.08 | A | 1 | 3/17/2015 | \$3,453.08 |
| DE | DEWEY BEACH POLICE DEPT | 3930-DS- FOR-KLIF | FORKLIFT | 1 | Each | \$5,000.00 | A | | 3/17/2015 | \$5,000.00 |

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|----|-------------------------------|----------------------|---|---|---------|--------------|---|---|-----------|--------------|
| DE | DEWEY BEACH POLICE DEPT | 6115-01- 631-6344 | GENERATOR SET,GASOLINE ENGINE | 1 | Each | \$900.00 | A | 1 | 3/18/2015 | \$900.00 |
| DE | DEWEY BEACH POLICE DEPT | 6115-DS- GEN-ERA1 | GENERATORS AND GENERATOR SETS, ELECTRICA | 3 | Each | \$300.00 | A | | 3/18/2015 | \$900.00 |
| DE | DEWEY BEACH POLICE DEPT | 2320-01- 230-0304 | TRUCK,WRECKER | 1 | Each | \$168,960.00 | A | 1 | 3/18/2015 | \$168,960.00 |
| DE | DEWEY BEACH POLICE DEPT | 6515-01- 317-1119 | GLOVE,PATIENT EXAMINING | 8 | Package | \$5.57 | A | | 3/26/2015 | \$44.56 |
| DE | DEWEY BEACH POLICE DEPT | 2320-01- 230-0307 | TRUCK,CARGO | 1 | Each | \$67,139.00 | A | 1 | 3/26/2015 | \$67,139.00 |
| DE | DEWEY BEACH POLICE DEPT | 2320-01- 230-0305 | TRUCK,DUMP | 1 | Each | \$72,425.00 | A | 1 | 3/26/2015 | \$72,425.00 |
| DE | DEWEY BEACH POLICE DEPT | 2320-01- 230-0306 | TRUCK,DUMP | 1 | Each | \$92,489.00 | A | 7 | 3/26/2015 | \$92,489.00 |
| DE | DEWEY BEACH POLICE DEPT | 2340-01- 525-3088 | ALL TERRAIN VEHICLE WHEELED | 1 | Each | \$9,652.00 | A | 1 | 3/31/2015 | \$9,652.00 |
| DE | DEWEY BEACH POLICE DEPT | 2340-01- 525-3088 | ALL TERRAIN VEHICLE WHEELED | 1 | Each | \$9,652.00 | A | 1 | 3/31/2015 | \$9,652.00 |

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|----|-------------------------------|--------------------------|---------------------------|----|---------|----------|---|---|-----------|----------|
| DE | DEWEY BEACH POLICE DEPT | 2040-01- 418-4737 | ANCHOR ASSEMBLY | 1 | Each | \$366.54 | A | | 3/31/2015 | \$366.54 |
| DE | DEWEY BEACH POLICE DEPT | 6510-00- 058-3047 | BANDAGE,GAUZE | 2 | Package | \$161.33 | A | 1 | 3/31/2015 | \$322.66 |
| DE | DEWEY BEACH POLICE DEPT | 8465-01- 322-1966 | BELT,INDIVIDUAL EQUIPMENT | 14 | Each | \$13.79 | A | 1 | 3/31/2015 | \$193.06 |
| DE | DEWEY BEACH POLICE DEPT | 6650-DS- BIN-OCUL | BINOCULARS | 3 | Each | \$100.00 | A | | 3/31/2015 | \$300.00 |
| DE | DEWEY BEACH POLICE DEPT | 8430-DS- BOO-TS01 | BOOTS, MEN'S, PAIR | 8 | Pair | \$100.00 | A | | 3/31/2015 | \$800.00 |
| DE | DEWEY BEACH POLICE DEPT | 6710-DS- CAM- COR1 | CAMCORDER | 1 | Each | \$600.00 | A | | 3/31/2015 | \$600.00 |
| DE | DEWEY BEACH POLICE DEPT | 6720-DS- DIG-ITA0 | CAMERA, DIGITAL | 1 | Each | \$50.00 | A | | 3/31/2015 | \$50.00 |
| DE | DEWEY BEACH POLICE DEPT | 6720-DS- DIG-ITA0 | CAMERA, DIGITAL | 1 | Each | \$98.54 | A | | 3/31/2015 | \$98.54 |
| DE | DEWEY BEACH POLICE DEPT | 8465-01- 118-8173 | CANTEEN,WATER | 15 | Each | \$9.95 | A | 1 | 3/31/2015 | \$149.25 |

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|----|-------------------------------|----------------------|---|----|------|------------|---|---|-----------|-------------|
| DE | DEWEY BEACH POLICE DEPT | 2090-00- 369-4567 | COT,FOLDING | 7 | Each | \$229.90 | A | 1 | 3/31/2015 | \$1,609.30 |
| DE | DEWEY BEACH POLICE DEPT | 2540-01- 450-4024 | COVER,FITTED,VEHICULAR BODY | 2 | Each | \$131.97 | A | 1 | 3/31/2015 | \$263.94 |
| DE | DEWEY BEACH POLICE DEPT | 6665-01- 565-6215 | DETECTOR,GAS | 1 | Each | \$5,511.90 | A | 1 | 3/31/2015 | \$5,511.90 |
| DE | DEWEY BEACH POLICE DEPT | 5133-DS- DRI-LLBI | DRILL BITS, COUNTERBORES, COUNTERSINKS | 4 | Each | \$15.00 | A | | 3/31/2015 | \$60.00 |
| DE | DEWEY BEACH POLICE DEPT | 7730-DS- DVD-0001 | DVD PLAYER | 1 | Each | \$25.00 | A | | 3/31/2015 | \$25.00 |
| DE | DEWEY BEACH POLICE DEPT | 5975-DS- ELE-HARD | ELECTRICAL HARDWARE AND SUPPLIES | 6 | Each | \$87.00 | A | | 3/31/2015 | \$522.00 |
| DE | DEWEY BEACH POLICE DEPT | 1095-01- 526-7860 | FIRING DEVICE,NON-LETHAL | 12 | Each | \$1,078.00 | Q | 3 | 3/31/2015 | \$12,936.00 |
| DE | DEWEY BEACH POLICE DEPT | 6230-00- 269-3034 | FLASHLIGHT | 1 | Each | \$9.20 | A | 1 | 3/31/2015 | \$9.20 |
| DE | DEWEY BEACH POLICE DEPT | 8440-01- 387-8509 | GAITER,NECK | 25 | Each | \$2.27 | A | 1 | 3/31/2015 | \$56.75 |

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|----|-------------------------------|----------------------|---------------------------|----|------|------------|---|---|-----------|------------|
| DE | DEWEY BEACH POLICE DEPT | 5120-00- 878-5932 | INTRENCHING TOOL,HAND | 1 | Each | \$82.05 | A | 1 | 3/31/2015 | \$82.05 |
| DE | DEWEY BEACH POLICE DEPT | 7045-DS- LAP-CASE | LAPTOP CASE | 20 | Each | \$200.00 | A | | 3/31/2015 | \$4,000.00 |
| DE | DEWEY BEACH POLICE DEPT | 6230-00- 067-5209 | LIGHT,MARKER,DISTRESS | 6 | Each | \$42.27 | A | 1 | 3/31/2015 | \$253.62 |
| DE | DEWEY BEACH POLICE DEPT | 5820-01- 394-7549 | MONITOR,TELEVISION | 2 | Each | \$4,029.00 | A | 1 | 3/31/2015 | \$8,058.00 |
| DE | DEWEY BEACH POLICE DEPT | 7035-DS- CAB-LES0 | NETWORK CABLE IN BOXES | 3 | Box | \$100.00 | A | | 3/31/2015 | \$300.00 |
| DE | DEWEY BEACH POLICE DEPT | 7510-DS- PRI-NTIN | OFFICE SUPPLIES, PRINTING | 20 | Each | \$5.00 | A | | 3/31/2015 | \$100.00 |
| DE | DEWEY BEACH POLICE DEPT | 8415-01- 472-6912 | OVERALLS,COLD WEATHER | 2 | Each | \$43.22 | A | 1 | 3/31/2015 | \$86.44 |
| DE | DEWEY BEACH POLICE DEPT | 8415-01- 472-6916 | OVERALLS,COLD WEATHER | 3 | Each | \$43.22 | A | 1 | 3/31/2015 | \$129.66 |
| DE | DEWEY BEACH POLICE DEPT | 7240-00- 060-6006 | PAIL,UTILITY | 25 | Each | \$4.19 | A | 1 | 3/31/2015 | \$104.75 |

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| DE | DEWEY BEACH POLICE DEPT | 8415-00- 376-1672 | PARKA,EXTREME COLD WEATHER | 1 | Each | \$102.03 | A | 1 | 3/31/2015 | \$102.03 |
| DE | DEWEY BEACH POLICE DEPT | 8415-01- 538-6308 | PARKA,EXTREME COLD WEATHER | 4 | Each | \$116.65 | A | 1 | 3/31/2015 | \$466.60 |
| DE | DEWEY BEACH POLICE DEPT | 8415-01- 538-6300 | PARKA,EXTREME COLD WEATHER | 9 | Each | \$116.65 | A | 1 | 3/31/2015 | \$1,049.85 |
| DE | DEWEY BEACH POLICE DEPT | 8465-01- 525-0585 | POUCH,CANTEEN | 15 | Each | \$11.11 | A | 1 | 3/31/2015 | \$166.65 |
| DE | DEWEY BEACH POLICE DEPT | 8465-01- 525-0598 | POUCH,M4 THREE MAG | 15 | Each | \$21.69 | A | 1 | 3/31/2015 | \$325.35 |
| DE | DEWEY BEACH POLICE DEPT | 8465-01- 525-0606 | POUCH,M4 TWO MAG | 12 | Each | \$5.42 | A | 1 | 3/31/2015 | \$65.04 |
| DE | DEWEY BEACH POLICE DEPT | 7025-DS- PRI-NT05 | PRINTER | 1 | Each | \$85.00 | A | | 3/31/2015 | \$85.00 |
| DE | DEWEY BEACH POLICE DEPT | 7025-DS- LAS-ERPR | PRINTER, LASER | 3 | Each | \$150.00 | A | | 3/31/2015 | \$450.00 |
| DE | DEWEY BEACH POLICE DEPT | 7025-DS- PRO-JEC2 | PROJECTOR, COMPUTER SCREEN | 1 | Each | \$300.00 | A | | 3/31/2015 | \$300.00 |

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|----|-------------------------------|--------------------------|----------------------------|----|---------|------------|---|---|-----------|------------|
| DE | DEWEY BEACH POLICE DEPT | 7025-DS- PRO-JEC2 | PROJECTOR, COMPUTER SCREEN | 3 | Each | \$2,092.00 | A | | 3/31/2015 | \$6,276.00 |
| DE | DEWEY BEACH POLICE DEPT | 6730-01- 535-7469 | PROJECTOR,MULTIMEDIA | 1 | Unknown | \$939.00 | A | 1 | 3/31/2015 | \$939.00 |
| DE | DEWEY BEACH POLICE DEPT | 8415-01- 461-8341 | SHIRT,COLD WEATHER | 3 | Each | \$60.25 | A | 1 | 3/31/2015 | \$180.75 |
| DE | DEWEY BEACH POLICE DEPT | 8415-01- 461-8337 | SHIRT,COLD WEATHER | 15 | Each | \$60.25 | A | 1 | 3/31/2015 | \$903.75 |
| DE | DEWEY BEACH POLICE DEPT | 8415-01- 461-8341 | SHIRT,COLD WEATHER | 20 | Each | \$60.25 | A | 1 | 3/31/2015 | \$1,205.00 |
| DE | DEWEY BEACH POLICE DEPT | 3615-DS- SHR-EDDO | SHREDDER | 1 | Each | \$100.00 | A | | 3/31/2015 | \$100.00 |
| DE | DEWEY BEACH POLICE DEPT | 3825-DS- NOW- BLOW | SNOW BLOWER | 1 | Each | \$929.00 | A | | 3/31/2015 | \$929.00 |
| DE | DEWEY BEACH POLICE DEPT | 5120-00- 117-6041 | SOCKET SET,WRENCH,F | 2 | Each | \$3,490.00 | A | | 3/31/2015 | \$6,980.00 |
| DE | DEWEY BEACH POLICE DEPT | 4240-01- 583-5742 | SPECTACLES,INDUSTRIAL | 25 | Each | \$51.09 | A | 1 | 3/31/2015 | \$1,277.25 |

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|----|-------------------------------|--------------------------|--|----|------|------------|---|---|-----------|------------|
| DE | DEWEY BEACH POLICE DEPT | 4235-01- 391-3110 | SPILL CLEAN-UP KIT,HAZARDOUS MATERIAL | 5 | Kit | \$237.26 | A | 1 | 3/31/2015 | \$1,186.30 |
| DE | DEWEY BEACH POLICE DEPT | 4910-00- 724-2172 | STAND,VEHICLE SUPPORT | 5 | Pair | \$221.06 | A | 1 | 3/31/2015 | \$1,105.30 |
| DE | DEWEY BEACH POLICE DEPT | 5340-01- 198-2254 | STRAP,WEBBING | 12 | Each | \$5.76 | A | | 3/31/2015 | \$69.12 |
| DE | DEWEY BEACH POLICE DEPT | 5140-DS- TOO- LBXD | TOOL AND HARDWARE BOXES | 1 | Each | \$1,000.00 | A | | 3/31/2015 | \$1,000.00 |
| DE | DEWEY BEACH POLICE DEPT | 5140-DS- TOO- LBOX | TOOLBOX | 1 | Each | \$10.00 | A | | 3/31/2015 | \$10.00 |
| DE | DEWEY BEACH POLICE DEPT | 3431-00- 691-1415 | TORCH OUTFIT,WELDING,GAS SHIELDED ARC | 1 | Each | \$1,805.00 | A | 1 | 3/31/2015 | \$1,805.00 |
| DE | DEWEY BEACH POLICE DEPT | 2420-DS- TRA-CTO1 | TRACTORS, WHEELED | 1 | Each | \$7,160.00 | A | | 3/31/2015 | \$7,160.00 |
| DE | DEWEY BEACH POLICE DEPT | 8415-01- 538-6707 | TROUSERS,EXTREME COLD WEATHER | 1 | Each | \$106.62 | A | 1 | 3/31/2015 | \$106.62 |
| DE | DEWEY BEACH POLICE DEPT | 8415-01- 538-6706 | TROUSERS,EXTREME COLD WEATHER | 2 | Each | \$106.62 | A | 1 | 3/31/2015 | \$213.24 |

2015 Inventory of Surplus Property Obtained by Dewey Beach Police Department

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|----|-------------------------------|--------------------------|----------------------------------|----|---------|------------|---|---|-----------|------------|
| DE | DEWEY BEACH POLICE DEPT | 8415-01- 538-6695 | TROUSERS,EXTREME COLD WEATHER | 8 | Each | \$106.62 | A | 1 | 3/31/2015 | \$852.96 |
| DE | DEWEY BEACH POLICE DEPT | 8415-01- 538-6695 | TROUSERS,EXTREME COLD WEATHER | 12 | Each | \$106.62 | A | 1 | 3/31/2015 | \$1,279.44 |
| DE | DEWEY BEACH POLICE DEPT | 5120-01- 077-7725 | WRENCH,TIRE | 8 | Each | \$108.79 | A | 1 | 3/31/2015 | \$870.32 |
| DE | DEWEY BEACH POLICE DEPT | 3750-01- 076-4741 | AGRICULTURAL EQUIP | 1 | Each | \$655.20 | A | | 4/1/2015 | \$655.20 |
| DE | DEWEY BEACH POLICE DEPT | 4110-DS- COO-LERO | COOLER, WATER | 1 | Each | \$200.00 | A | | 4/1/2015 | \$200.00 |
| DE | DEWEY BEACH POLICE DEPT | 1005-01- 553-8053 | COVER,RAIL,SMALL ARMS | 20 | Unknown | \$22.43 | D | 1 | 4/1/2015 | \$448.60 |
| DE | DEWEY BEACH POLICE DEPT | 6115-01- 394-0175 | GENERATOR SET,GASOLINE ENGINE | 1 | Each | \$1,526.97 | A | 1 | 4/1/2015 | \$1,526.97 |
| DE | DEWEY BEACH POLICE DEPT | 7025-DS- MON- IT08 | MONITOR, COMPUTER | 12 | Each | \$20.00 | A | | 4/1/2015 | \$240.00 |
| DE | DEWEY BEACH POLICE DEPT | 3750-01- 566-9994 | MOWER,LAWN,POWER | 1 | Unknown | \$700.00 | A | 1 | 4/1/2015 | \$700.00 |

2015 Inventory of Surplus Property Obtained by Dewey Beach Police Department

| | | | | | | | | | | |
|----|-------------------------------|--------------------------|---------------------------------------|---|------|-------------|---|---|----------|-------------|
| DE | DEWEY BEACH POLICE DEPT | 1240-01- 492-5264 | SIGHT,HOLOGRAPHIC | 3 | Each | \$594.61 | D | 1 | 4/1/2015 | \$1,783.83 |
| DE | DEWEY BEACH POLICE DEPT | 2330-DS- TRA-ILE1 | TRAILER | 1 | Each | \$500.00 | A | | 4/1/2015 | \$500.00 |
| DE | DEWEY BEACH POLICE DEPT | 6115-01- 435-1565 | GENERATOR SET,DIESEL ENGINE | 2 | Each | \$5,262.00 | A | 7 | 4/2/2015 | \$10,524.00 |
| DE | DEWEY BEACH POLICE DEPT | 2805-01- 267-5047 | OUTBOARD MOTOR,GASOLINE | 1 | Each | \$5,197.00 | A | 7 | 4/2/2015 | \$5,197.00 |
| DE | DEWEY BEACH POLICE DEPT | 5340-01- 214-5393 | STRAP,WEBBING | 6 | Each | \$77.00 | A | 1 | 4/2/2015 | \$462.00 |
| DE | DEWEY BEACH POLICE DEPT | 2410-01- 223-0350 | TRACTOR,FULL TRACKED,LOW SPEED | 1 | Each | \$87,683.00 | A | 1 | 4/2/2015 | \$87,683.00 |
| DE | DEWEY BEACH POLICE DEPT | 5120-01- 127-5143 | SOCKET,SOCKET WRENCH | 2 | Each | \$260.00 | A | 1 | 4/7/2015 | \$520.00 |
| DE | DEWEY BEACH POLICE DEPT | 2340-DS- ATV- 4WHE | ALL TERRAIN VEHICLE, 4 WHEEL | 1 | Each | \$8,000.00 | A | | 4/8/2015 | \$8,000.00 |
| DE | DEWEY BEACH POLICE DEPT | 6310-DS- TRA-FFIC | TRAFFIC AND TRANSIT SIGNAL SYSTEMS | 1 | Each | \$6,654.63 | A | | 4/8/2015 | \$6,654.63 |

2015 Inventory of Surplus Property Obtained by Dewey Beach Police Department

| | | | | | | | | | | |
|----|-------------------------------|--------------------------|---|----|------|-------------|---|---|-----------|-------------|
| DE | DEWEY BEACH POLICE DEPT | 6310-DS- TRA-FFIC | TRAFFIC AND TRANSIT SIGNAL SYSTEMS | 1 | Each | \$13,403.00 | A | | 4/8/2015 | \$13,403.00 |
| DE | DEWEY BEACH POLICE DEPT | 2340-DS- ATV- 4WHE | ALL TERRAIN VEHICLE, 4 WHEEL | 1 | Each | \$2,500.00 | A | | 4/16/2015 | \$2,500.00 |
| DE | DEWEY BEACH POLICE DEPT | 2340-DS- ATV- 4WHE | ALL TERRAIN VEHICLE, 4 WHEEL | 2 | Each | \$2,500.00 | A | | 4/16/2015 | \$5,000.00 |
| DE | DEWEY BEACH POLICE DEPT | 2340-DS- ATV-PART | ATV PARTS | 2 | Each | \$500.00 | A | | 4/16/2015 | \$1,000.00 |
| DE | DEWEY BEACH POLICE DEPT | 7920-00- 061-0038 | BRUSH,SCRUB | 3 | Each | \$5.93 | A | 1 | 4/16/2015 | \$17.79 |
| DE | DEWEY BEACH POLICE DEPT | 2340-DS- CAR-T000 | CART, MOTORIZED | 1 | Each | \$1,500.00 | A | | 4/16/2015 | \$1,500.00 |
| DE | DEWEY BEACH POLICE DEPT | 3805-DS- EAR- THMO | EARTH MOVING AND EXCAVATING EQUIPMENT | 1 | Each | \$16,000.00 | A | | 4/16/2015 | \$16,000.00 |
| DE | DEWEY BEACH POLICE DEPT | 6230-DS- LIG-HT01 | ELECTRIC PORTABLE, HAND LIGHTING EQUIP | 10 | Each | \$2.00 | A | | 4/16/2015 | \$20.00 |
| DE | DEWEY BEACH POLICE DEPT | 6230-DS- LIG-HT01 | ELECTRIC PORTABLE, HAND LIGHTING EQUIP | 1 | Each | \$140.00 | A | | 4/16/2015 | \$140.00 |

2015 Inventory of Surplus Property Obtained by Dewey Beach Police Department

| | | | | | | | | | | |
|----|-------------------------------|--------------------------|-----------------------|----|------|------------|---|---|-----------|-------------|
| DE | DEWEY BEACH POLICE DEPT | 5120-00- 900-6103 | HAMMER,HAND | 4 | Each | \$33.66 | A | 1 | 4/16/2015 | \$134.64 |
| DE | DEWEY BEACH POLICE DEPT | 4520-01- 469-5992 | HEATER,SPACE,ELECTRIC | 2 | Each | \$374.77 | A | 1 | 4/16/2015 | \$749.54 |
| DE | DEWEY BEACH POLICE DEPT | 7025-DS- KEY-BOA2 | KEYBOARD, BOX | 10 | Box | \$2,000.00 | A | | 4/16/2015 | \$20,000.00 |
| DE | DEWEY BEACH POLICE DEPT | 7025-DS- PRI-NT05 | PRINTER | 2 | Each | \$500.00 | A | | 4/16/2015 | \$1,000.00 |
| DE | DEWEY BEACH POLICE DEPT | 7025-DS- PRI-NT05 | PRINTER | 4 | Each | \$500.00 | A | | 4/16/2015 | \$2,000.00 |
| DE | DEWEY BEACH POLICE DEPT | 5120-00- 944-4268 | PULLER,MECHANICAL | 3 | Each | \$14.52 | A | 1 | 4/16/2015 | \$43.56 |
| DE | DEWEY BEACH POLICE DEPT | 4030-00- 318-0326 | SHACKLE | 10 | Each | \$18.01 | A | 1 | 4/16/2015 | \$180.10 |
| DE | DEWEY BEACH POLICE DEPT | 3825-DS- NOW- BLOW | SNOW BLOWER | 1 | Each | \$600.00 | A | | 4/16/2015 | \$600.00 |
| DE | DEWEY BEACH POLICE DEPT | 5340-DS- STR-AP01 | STRAP, COMMERCIAL | 6 | Each | \$39.18 | A | | 4/16/2015 | \$235.08 |

2015 Inventory of Surplus Property Obtained by Dewey Beach Police Department

| | | | | | | | | | | |
|----|-------------------------------|--------------------------|------------------------------|---|------|-------------|---|---|-----------|--------------|
| DE | DEWEY BEACH POLICE DEPT | 5130-00- 221-0607 | WRENCH,IMPACT,ELECTRIC | 1 | Kit | \$570.61 | A | 1 | 4/16/2015 | \$570.61 |
| DE | DEWEY BEACH POLICE DEPT | 5120-01- 524-6912 | WRENCH,OPEN END | 2 | Each | \$22.00 | A | 1 | 4/16/2015 | \$44.00 |
| DE | DEWEY BEACH POLICE DEPT | 5120-01- 115-1723 | WRENCH,TORQUE | 1 | Each | \$368.89 | A | 1 | 4/16/2015 | \$368.89 |
| DE | DEWEY BEACH POLICE DEPT | 2805-DS- VEH- ENG1 | GAS ENGINES, EXCEPT AIRCRAFT | 2 | Each | \$14,540.00 | A | | 4/20/2015 | \$29,080.00 |
| DE | DEWEY BEACH POLICE DEPT | 2805-DS- VEH- ENG1 | GAS ENGINES, EXCEPT AIRCRAFT | 7 | Each | \$12,540.00 | A | | 4/20/2015 | \$87,780.00 |
| DE | DEWEY BEACH POLICE DEPT | 2805-DS- VEH- ENG1 | GAS ENGINES, EXCEPT AIRCRAFT | 8 | Each | \$14,540.00 | A | | 4/20/2015 | \$116,320.00 |
| DE | DEWEY BEACH POLICE DEPT | 6115-01- 275-5061 | GENERATOR SET,DIESEL ENGINE | 4 | Each | \$10,700.00 | A | 7 | 4/20/2015 | \$42,800.00 |
| DE | DEWEY BEACH POLICE DEPT | 2330-DS- TRA-ILE1 | TRAILER | 1 | Each | \$1,000.00 | A | | 4/22/2015 | \$1,000.00 |
| DE | DEWEY BEACH POLICE DEPT | 2330-00- 697-8102 | TRAILER,BASIC UTILITY | 1 | Each | \$1,186.00 | A | 1 | 4/22/2015 | \$1,186.00 |

2015 Inventory of Surplus Property Obtained by Dewey Beach Police Department

| | | | | | | | | | | |
|----|-------------------------------|----------------------|---|----|---------|-------------|---|---|-----------|--------------|
| DE | DEWEY BEACH POLICE DEPT | 7025-DS- ADP-IODV | ADP INPUT/OUTPUT AND STORAGE DEVICES | 20 | Each | \$10.00 | A | | 4/23/2015 | \$200.00 |
| DE | DEWEY BEACH POLICE DEPT | 6720-DS- DIG-ITA0 | CAMERA, DIGITAL | 1 | Each | \$199.00 | A | | 4/23/2015 | \$199.00 |
| DE | DEWEY BEACH POLICE DEPT | 6515-01- 519-9161 | GLOVE,PATIENT EXAMINING | 3 | Package | \$16.25 | A | 1 | 4/23/2015 | \$48.75 |
| DE | DEWEY BEACH POLICE DEPT | 1095-01- 194-3343 | HOLSTER,PISTOL | 13 | Each | \$23.02 | A | 1 | 4/23/2015 | \$299.26 |
| DE | DEWEY BEACH POLICE DEPT | 8465-01- 445-6274 | MODULAR SLEEP SYSTEM | 4 | Each | \$263.05 | A | 1 | 4/23/2015 | \$1,052.20 |
| DE | DEWEY BEACH POLICE DEPT | 7025-01- 562-1812 | PRINTER,AUTOMATIC DATA PROCESSING | 4 | Each | \$307.45 | A | 1 | 4/23/2015 | \$1,229.80 |
| DE | DEWEY BEACH POLICE DEPT | 6515-01- 580-1645 | TOURNIQUET,PNEUMATIC | 1 | Each | \$464.79 | A | 1 | 4/23/2015 | \$464.79 |
| DE | DEWEY BEACH POLICE DEPT | 4520-01- 431-8927 | HEATER,SPACE | 10 | Each | \$14,406.00 | A | 1 | 5/5/2015 | \$144,060.00 |
| DE | DEWEY BEACH POLICE DEPT | 8340-01- 491-1507 | TENT | 2 | Each | \$3,912.87 | A | 1 | 5/5/2015 | \$7,825.74 |

2015 Inventory of Surplus Property Obtained by Dewey Beach Police Department

| | | | | | | | | | | |
|----|-------------------------------|--------------------------|--------------------------|----|------|----------|---|---|----------|------------|
| DE | DEWEY BEACH POLICE DEPT | 7021-DS- ADP- CPUD | ADP CPU, DIGITAL | 6 | Each | \$834.00 | A | | 5/7/2015 | \$5,004.00 |
| DE | DEWEY BEACH POLICE DEPT | 7920-00- 267-2967 | BROOM,PUSH | 10 | Each | \$11.72 | A | 1 | 5/7/2015 | \$117.20 |
| DE | DEWEY BEACH POLICE DEPT | 6720-DS- DIG-ITA0 | CAMERA, DIGITAL | 3 | Each | \$100.00 | A | | 5/7/2015 | \$300.00 |
| DE | DEWEY BEACH POLICE DEPT | 5815-DS- FAX-0000 | FAX MACHINE, ANALOG | 3 | Each | \$269.00 | A | | 5/7/2015 | \$807.00 |
| DE | DEWEY BEACH POLICE DEPT | 5130-DS- TOO-L00L | HAND TOOLS, POWER DRIVEN | 1 | Lot | \$500.00 | A | | 5/7/2015 | \$500.00 |
| DE | DEWEY BEACH POLICE DEPT | 8415-01- 472-6914 | OVERALLS,COLD WEATHER | 4 | Each | \$43.22 | A | 1 | 5/7/2015 | \$172.88 |
| DE | DEWEY BEACH POLICE DEPT | 8415-01- 472-6912 | OVERALLS,COLD WEATHER | 4 | Each | \$43.22 | A | 1 | 5/7/2015 | \$172.88 |
| DE | DEWEY BEACH POLICE DEPT | 8415-01- 472-6918 | OVERALLS,COLD WEATHER | 4 | Each | \$43.22 | A | 1 | 5/7/2015 | \$172.88 |
| DE | DEWEY BEACH POLICE DEPT | 8415-01- 472-6916 | OVERALLS,COLD WEATHER | 8 | Each | \$43.22 | A | 1 | 5/7/2015 | \$345.76 |

2015 Inventory of Surplus Property Obtained by Dewey Beach Police Department

| | | | | | | | | | | |
|----|-------------------------------|--------------------------|--------------------------------------|----|---------|-------------|---|---|-----------|-------------|
| DE | DEWEY BEACH POLICE DEPT | 7025-01- 625-0761 | PRINTER,AUTOMATIC DATA PROCESSING | 2 | Unknown | \$0.00 | A | 1 | 5/7/2015 | \$0.00 |
| DE | DEWEY BEACH POLICE DEPT | 5130-DS- SAW- 0002 | SAW, POWER | 1 | Each | \$200.00 | A | | 5/7/2015 | \$200.00 |
| DE | DEWEY BEACH POLICE DEPT | 4030-00- 373-1316 | SHACKLE | 10 | Each | \$70.02 | A | 1 | 5/7/2015 | \$700.20 |
| DE | DEWEY BEACH POLICE DEPT | 5180-00- 699-5273 | TOOL KIT,GENERAL MECHANICS | 2 | Kit | \$2,306.00 | A | 1 | 5/7/2015 | \$4,612.00 |
| DE | DEWEY BEACH POLICE DEPT | 7035-DS- USB-CABL | USB CABLE | 10 | Each | \$20.00 | A | | 5/7/2015 | \$200.00 |
| DE | DEWEY BEACH POLICE DEPT | 2330-DS- TRA-ILE1 | TRAILER | 1 | Each | \$7,000.00 | A | | 5/8/2015 | \$7,000.00 |
| DE | DEWEY BEACH POLICE DEPT | 2420-01- 164-4916 | TRACTOR,WHEELED,INDUSTRIAL | 1 | Each | \$11,404.74 | A | 1 | 5/11/2015 | \$11,404.74 |
| DE | DEWEY BEACH POLICE DEPT | 3930-01- 158-0849 | TRUCK,LIFT,FORK | 1 | Each | \$72,370.00 | A | 1 | 5/11/2015 | \$72,370.00 |
| DE | DEWEY BEACH POLICE DEPT | 7830-DS- BIC-YCEM | BICYCLE, MOUNTAIN | 5 | Each | \$500.00 | A | | 5/28/2015 | \$2,500.00 |

2015 Inventory of Surplus Property Obtained by Dewey Beach Police Department

| | | | | | | | | | | |
|----|-------------------------------|--------------------------|--|-----|---------|-------------|---|---|-----------|----------------|
| DE | DEWEY BEACH POLICE DEPT | 6720-00- 262-4198 | CAMERA,STILL PICTURE | 2 | Unknown | \$0.00 | A | 1 | 5/28/2015 | \$0.00 |
| DE | DEWEY BEACH POLICE DEPT | 6515-DS- DEF-IBRI | DEFIBRULATOR | 1 | Each | \$1,900.00 | A | | 5/28/2015 | \$1,900.00 |
| DE | DEWEY BEACH POLICE DEPT | 7730-DS- DVD-0001 | DVD PLAYER | 1 | Each | \$100.00 | A | | 5/28/2015 | \$100.00 |
| DE | DEWEY BEACH POLICE DEPT | 2540-DS- VEH- FURN | VEHICULAR FURNITURE AND ACCESSORIES | 1 | Each | \$293.67 | A | | 5/28/2015 | \$293.67 |
| DE | DEWEY BEACH POLICE DEPT | 2320-01- 230-0308 | TRUCK,CARGO | 1 | Each | \$72,040.00 | A | 1 | 7/1/2015 | \$72,040.00 |
| DE | DEWEY BEACH POLICE DEPT | 3930-DS- MHE- TRAC | MHE TRACTOR | 1 | Each | \$0.00 | A | | 9/29/2015 | \$0.00 |
| DE | DEWEY BEACH POLICE DEPT | 2320-DS- TRU-CK00 | TRUCKS AND TRUCK TRACTORS | 1 | Each | \$0.00 | A | | 9/30/2015 | \$0.00 |
| | | | | 786 | | | | | | \$1,735,673.30 |

2017 Inventory of Surplus Property Obtained by Dewey Beach Police Department

| State | Station Name (LEA) | NSN | Item Name | Quantity | UI | Acquisition Value | DEMIL Code | DEMIL IC | Ship Date | Total Acq Value |
|-------|-------------------------|------------------|------------------------------|----------|------|-------------------|------------|----------|--------------------------|-----------------|
| DE | DEWEY BEACH POLICE DEPT | 1005-00-589-1271 | RIFLE,7.62 MILLIMETER | 1 | Each | \$138.00 | D | 1 | Mar 16, 1999 12:00:00 AM | \$138.00 |
| DE | DEWEY BEACH POLICE DEPT | 1005-00-589-1271 | RIFLE,7.62 MILLIMETER | 1 | Each | \$138.00 | D | 1 | Mar 16, 1999 12:00:00 AM | \$138.00 |
| DE | DEWEY BEACH POLICE DEPT | 1005-00-589-1271 | RIFLE,7.62 MILLIMETER | 1 | Each | \$138.00 | D | 1 | Mar 17, 1999 12:00:00 AM | \$138.00 |
| DE | DEWEY BEACH POLICE DEPT | 1005-00-726-5655 | PISTOL,CALIBER .45,AUTOMATIC | 1 | Each | \$58.71 | D | 1 | Jun 19, 2002 12:00:00 AM | \$58.71 |
| DE | DEWEY BEACH POLICE DEPT | 1005-00-726-5655 | PISTOL,CALIBER .45,AUTOMATIC | 1 | Each | \$58.71 | D | 1 | Jun 19, 2002 12:00:00 AM | \$58.71 |
| DE | DEWEY BEACH POLICE DEPT | 1005-00-726-5655 | PISTOL,CALIBER .45,AUTOMATIC | 1 | Each | \$58.71 | D | 1 | Jun 19, 2002 12:00:00 AM | \$58.71 |
| DE | DEWEY BEACH POLICE DEPT | 1005-00-726-5655 | PISTOL,CALIBER .45,AUTOMATIC | 1 | Each | \$58.71 | D | 1 | May 4, 2006 12:00:00 AM | \$58.71 |
| DE | DEWEY BEACH POLICE DEPT | 1005-00-073-9421 | RIFLE,5.56 MILLIMETER | 1 | Each | \$499.00 | D | 1 | Jun 14, 2007 12:00:00 AM | \$499.00 |
| DE | DEWEY BEACH | 1005-00-073-9421 | RIFLE,5.56 MILLIMETER | 1 | Each | \$499.00 | D | 1 | Jun 14, 2007 12:00:00 AM | \$499.00 |

2017 Inventory of Surplus Property Obtained by Dewey Beach Police Department

| | | | | | | | | | | |
|----|-------------------------|------------------|---|----|------|-------------|---|---|--------------------------|-------------|
| | POLICE DEPT | | | | | | | | | |
| DE | DEWEY BEACH POLICE DEPT | 2320-01-107-7155 | TRUCK,UTILITY | 1 | Each | \$41,061.00 | Q | 6 | Feb 11, 2011 12:00:00 AM | \$41,061.00 |
| DE | DEWEY BEACH POLICE DEPT | 2320-01-107-7155 | TRUCK,UTILITY | 1 | Each | \$41,061.00 | Q | 6 | Feb 11, 2011 12:00:00 AM | \$41,061.00 |
| DE | DEWEY BEACH POLICE DEPT | 2320-01-371-9577 | TRUCK,UTILITY | 1 | Each | \$47,023.00 | Q | 6 | Sep 23, 2011 12:00:00 AM | \$47,023.00 |
| DE | DEWEY BEACH POLICE DEPT | 8465-01-416-3207 | SPECTACLES SET,BALLISTIC AND LASER PROTECTIVE | 4 | Each | \$28.66 | D | 1 | Jan 11, 2012 12:00:00 AM | \$114.64 |
| DE | DEWEY BEACH POLICE DEPT | 8465-01-416-4634 | SPECTACLES,BALLISTIC AND LASER PROTECTIVE | 1 | Each | \$20.20 | D | 1 | Jan 11, 2012 12:00:00 AM | \$20.20 |
| DE | DEWEY BEACH POLICE DEPT | 8465-01-416-4634 | SPECTACLES,BALLISTIC AND LASER PROTECTIVE | 1 | Each | \$20.20 | D | 1 | Jan 11, 2012 12:00:00 AM | \$20.20 |
| DE | DEWEY BEACH POLICE DEPT | 8465-01-416-4634 | SPECTACLES,BALLISTIC AND LASER PROTECTIVE | 15 | Each | \$20.20 | D | 1 | Feb 13, 2012 12:00:00 AM | \$303.00 |
| DE | DEWEY BEACH POLICE DEPT | 1240-01-540-3690 | SIGHT,REFLEX | 1 | Each | \$365.00 | D | 1 | Nov 6, 2013 12:00:00 AM | \$365.00 |
| DE | DEWEY BEACH | 1240-01-540-3690 | SIGHT,REFLEX | 1 | Each | \$365.00 | D | 1 | Nov 6, 2013 12:00:00 AM | \$365.00 |

2017 Inventory of Surplus Property Obtained by Dewey Beach Police Department

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|----|-------------------------|------------------|------------------------------|----|------|-------------|---|---|--------------------------|-------------|
| | POLICE DEPT | | | | | | | | | |
| DE | DEWEY BEACH POLICE DEPT | 1240-01-540-3690 | SIGHT,REFLEX | 1 | Each | \$365.00 | D | 1 | Nov 6, 2013 12:00:00 AM | \$365.00 |
| DE | DEWEY BEACH POLICE DEPT | 1240-01-540-3690 | SIGHT,REFLEX | 1 | Each | \$365.00 | D | 1 | Nov 6, 2013 12:00:00 AM | \$365.00 |
| DE | DEWEY BEACH POLICE DEPT | 1240-01-540-3690 | SIGHT,REFLEX | 1 | Each | \$365.00 | D | 1 | Nov 6, 2013 12:00:00 AM | \$365.00 |
| DE | DEWEY BEACH POLICE DEPT | 1240-01-411-1265 | SIGHT,REFLEX | 14 | Each | \$315.00 | D | 1 | Dec 6, 2013 12:00:00 AM | \$4,410.00 |
| DE | DEWEY BEACH POLICE DEPT | 2320-01-128-9551 | TRUCK,UTILITY | 1 | Each | \$50,458.00 | C | 1 | Jan 24, 2014 12:00:00 AM | \$50,458.00 |
| DE | DEWEY BEACH POLICE DEPT | 2320-00-989-7163 | TRUCK,SERVICING PLATFORM | 1 | Each | \$78,405.00 | Q | 6 | Apr 24, 2014 12:00:00 AM | \$78,405.00 |
| DE | DEWEY BEACH POLICE DEPT | 6720-01-568-2071 | CAMERA SYSTEM,RECONNAISSANCE | 1 | Kit | \$8,450.00 | C | 1 | May 16, 2014 12:00:00 AM | \$8,450.00 |
| DE | DEWEY BEACH POLICE DEPT | 6720-01-568-2071 | CAMERA SYSTEM,RECONNAISSANCE | 1 | Kit | \$8,450.00 | C | 1 | May 16, 2014 12:00:00 AM | \$8,450.00 |
| DE | DEWEY BEACH | 6720-01-568-2071 | CAMERA SYSTEM,RECONNAISSANCE | 1 | Kit | \$8,450.00 | C | 1 | May 16, 2014 12:00:00 AM | \$8,450.00 |

2017 Inventory of Surplus Property Obtained by Dewey Beach Police Department

| | | | | | | | | | | |
|----|-------------------------|------------------|-------------------------------|----|------|-------------|---|---|--------------------------|-------------|
| | POLICE DEPT | | | | | | | | | |
| DE | DEWEY BEACH POLICE DEPT | 6720-01-568-2071 | CAMERA SYSTEM,RECONNAISSANCE | 1 | Kit | \$8,450.00 | C | 1 | May 16, 2014 12:00:00 AM | \$8,450.00 |
| DE | DEWEY BEACH POLICE DEPT | 6530-00-788-4010 | RESTRAINT SET,WRIST AND ANKLE | 3 | Set | \$195.21 | Q | 6 | Sep 10, 2014 12:00:00 AM | \$585.63 |
| DE | DEWEY BEACH POLICE DEPT | 1095-01-526-7860 | FIRING DEVICE,NON-LETHAL | 6 | Each | \$1,093.00 | D | 1 | Mar 31, 2015 12:00:00 AM | \$6,558.00 |
| DE | DEWEY BEACH POLICE DEPT | 1005-01-553-8053 | COVER,RAIL,SMALL ARMS | 20 | Each | \$22.43 | D | 1 | Apr 1, 2015 12:00:00 AM | \$448.60 |
| DE | DEWEY BEACH POLICE DEPT | 1240-01-492-5264 | SIGHT,HOLOGRAPHIC | 3 | Each | \$506.80 | D | 1 | Apr 1, 2015 12:00:00 AM | \$1,520.40 |
| DE | DEWEY BEACH POLICE DEPT | 2320-01-371-9584 | TRUCK,UTILITY | 1 | Each | \$62,627.00 | C | 1 | Oct 30, 2015 12:00:00 AM | \$62,627.00 |
| DE | DEWEY BEACH POLICE DEPT | 8465-01-515-8615 | FIELD PACK | 25 | Each | \$548.59 | A | 1 | Oct 12, 2016 12:00:00 AM | \$13,714.75 |
| DE | DEWEY BEACH POLICE DEPT | 3930-01-478-3519 | FORKLIFT,ROUGH TERR | 1 | Each | \$43,250.00 | A | 1 | Feb 14, 2017 12:00:00 AM | \$43,250.00 |
| DE | DEWEY BEACH | 1940-DS-BOA-T000 | SMALL CRAFT BOAT | 1 | Each | \$9,580.00 | A | | Feb 14, 2017 12:00:00 AM | \$9,580.00 |

2017 Inventory of Surplus Property Obtained by Dewey Beach Police Department

| | | | | | | | | | | |
|----|-------------------------|------------------|------------------------------|----|------|-------------|---|---|--------------------------|--------------|
| | POLICE DEPT | | | | | | | | | |
| DE | DEWEY BEACH POLICE DEPT | 7021-DS-LAP-TOP2 | LAPTOP COMPUTER | 8 | Each | \$1,093.00 | A | | Mar 8, 2017 12:00:00 AM | \$8,744.00 |
| DE | DEWEY BEACH POLICE DEPT | 7025-DS-COP-IER1 | COPIER, NETWORK | 1 | Each | \$6,825.00 | A | | Mar 21, 2017 12:00:00 AM | \$6,825.00 |
| DE | DEWEY BEACH POLICE DEPT | 6115-01-462-0291 | GENERATOR SET,DIESEL ENGINE | 4 | Each | \$25,073.00 | A | 7 | Mar 21, 2017 12:00:00 AM | \$100,292.00 |
| DE | DEWEY BEACH POLICE DEPT | 3825-DS-NOW-BLAD | SNOW PLOW BLADE | 1 | Each | \$1,800.00 | A | | Mar 21, 2017 12:00:00 AM | \$1,800.00 |
| DE | DEWEY BEACH POLICE DEPT | 2610-01-333-7632 | TIRE,PNEUMATIC,VEHICULAR | 12 | Each | \$442.97 | A | 1 | Mar 21, 2017 12:00:00 AM | \$5,315.64 |
| DE | DEWEY BEACH POLICE DEPT | 2340-DS-ATV-4WHE | ALL TERRAIN VEHICLE, 4 WHEEL | 1 | Each | \$12,000.00 | A | | Mar 22, 2017 12:00:00 AM | \$12,000.00 |
| DE | DEWEY BEACH POLICE DEPT | 3920-DS-PAL-LETJ | PALLET JACK | 1 | Each | \$300.00 | A | | Mar 22, 2017 12:00:00 AM | \$300.00 |
| DE | DEWEY BEACH POLICE DEPT | 2320-00-588-6871 | TRUCK,VAN | 1 | Each | \$30,000.00 | A | | Mar 22, 2017 12:00:00 AM | \$30,000.00 |
| DE | DEWEY BEACH | 5180-01-483-0249 | TOOL KIT,GENERAL MECHANICS | 1 | Set | \$1,785.00 | A | 1 | Mar 24, 2017 12:00:00 AM | \$1,785.00 |

2017 Inventory of Surplus Property Obtained by Dewey Beach Police Department

| | | | | | | | | | | |
|----|-------------------------|------------------|---------------------------------------|-----|------|----------|---|--|--------------------------|--------------|
| | POLICE DEPT | | | | | | | | | |
| DE | DEWEY BEACH POLICE DEPT | 5140-DS-CAB-INE0 | CABINET, TOOL | 1 | Each | \$25.00 | A | | Mar 28, 2017 12:00:00 AM | \$25.00 |
| DE | DEWEY BEACH POLICE DEPT | 7730-DS-TEL-EVI3 | TELEVISION, PERSONAL/HOME USE | 1 | Each | \$949.99 | A | | Mar 28, 2017 12:00:00 AM | \$949.99 |
| DE | DEWEY BEACH POLICE DEPT | 3950-DS-HOI-ST00 | WINCHES, HOISTS, CRANES, AND DERRICKS | 1 | Each | \$996.75 | A | | Mar 28, 2017 12:00:00 AM | \$996.75 |
| | | | | 151 | | | | | | \$607,465.64 |

AGREEMENT BETWEEN
THE DEFENSE LOGISTICS AGENCY
AND
THE STATE OF Delaware

I. PURPOSE

This Memorandum of Agreement (MOA) is entered into between the Defense Logistics Agency (DLA) and the State of Delaware, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property which is transferred pursuant to 10 USC § 2576a and to promote the efficient and expeditious transfer of the property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to Federal and State 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 emphasis on counter-drug/counter-terrorism 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. DLA defines law enforcement activities as activities performed by government 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.

III. GENERAL TERMS AND CONDITIONS

A. The Defense Logistics Agency has final authority to determine the type, quantity, and location 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 to receive excess DOD personal property.

C. Property available under this agreement is for the current use of authorized program participants; it will not be requested nor issued for speculative use/possible future use with the exception of authorized Transitional Distribution Points (TDPs) which are required to utilize property within one year or schedule its return to the nearest DLA Disposition Services Site. The DLA Disposition Services Law Enforcement Support Office (LESO) will receive and review requests from State Coordinators wishing to operate as a Transitional

Distribution Point (TDP). Approved States will receive an Authorization Letter from the DLA Disposition Services LESO.

D. Property will not be obtained for the purpose of sale, lease, loan, personal use, rent, exchange, barter, to secure a loan, or to otherwise supplement normal Law Enforcement Activity (LEA) or State/local governmental entities budgets. All requests for property will be based on bona fide law enforcement requirements. Under no circumstances will property be sold or otherwise transferred to non-U.S. persons or exported. Loaning to non-participants of the DLA LESO program is not authorized.

E. Requests for property solely for the purpose of cannibalization, and cannibalization of DoD property currently on an Law Enforcement Activity (LEA) inventory, must be submitted, in writing to DLA Disposition Services LESO for approval. The DLA Disposition Services LESO will consider cannibalization requests on a case by case basis.

F. The DLA Disposition Services LESO reserves the right to recall any and all property issued through the LESO Program.

G. The DLA Disposition Services LESO conditionally transfers excess DoD property to States/LEAs enrolled in the LESO Program. DLA Disposition Services LESO retains permanent title to property with Demilitarization (DEMIL) Codes of B, C, D, E, F, G and Q (with an Integrity Code of 3), property with these Demil codes is also known as controlled property. Once the State / LEA no longer has use for property in these DEMIL Codes the property must either be transferred to another LEA or returned to DLA Disposition Service for disposal.

H. The DLA Disposition Services LESO permanently passes title to property with DEMIL Codes of "A" and "Q" (with an Integrity Code of "6") to the State/LEA after one year from the initial transfer to the State/LEA property book from the DLA Disposition Services inventory.

1. Property with DEMIL Codes of "A" and "Q" (with Integrity Code of 6) will be systematically archived upon meeting the one year mark and will no longer be on the LEA inventory. Prior to this property being archived, the State and/or LEAs are still responsible for the accountability and physical control of the item (s).
2. Archived property is not subject to annual inventory requirements, and will not be inventoried during a DLA Disposition Services LESO Program Compliance Review (PCR).
3. The State and/or LEA may dispose or sell DEMIL "A" and "Q" (with Integrity Code of 6) items that have been archived from the property book, in accordance with applicable Federal, State and local laws.

I. State and LEAs are not authorized to transfer or turn-in property issued under the LESO program without DLA Disposition Services LESO approval. Property will not physically move until the approval process is complete.

J. Property obtained under this MOA must be placed into use within one (1) year of receipt, unless the condition of the property renders it unusable, in which case the property can be returned to the nearest DLA Disposition Services Site. If property is not put into use by the LEA within one (1) year, the State/LEA must coordinate a transfer of property to another LEA or request a turn-in to return the property to the nearest DLA Disposition Services site.

IV. STATE COORDINATOR APPOINTMENT

A. 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.

B. State Coordinator appointment letters must be updated within 60 days of any change of Governor or Coordinator. The DLA Disposition Services LESO Program manager 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 (SPOC). Appointment letters from the State Coordinator, authorizing a SPOC(s) must be on file with the DLA Disposition Services LESO. SPOC(s) appointment letters must be updated within 30 days of any change of State Coordinator.

D. The DLA Disposition Services 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 prior to or within thirty (30) 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 DLA Disposition Services LESO property accounting system, procedures to search for, identify, and request property, turn-in procedures, transfer procedures and inventory requirements.

E. The State Shall:

1. Ensure the DLA Disposition Services LESO has a current and accurate listing of the State Coordinator and State POC(s).
2. Ensure LEAs acknowledge the responsibilities inherent to LESO Program enrollment and adhere to the requirements outlined within the DLA Disposition Services LESO-approved, State Plan of Operation for their State.

V. ENROLLMENT

A. For the purposes of this program, law enforcement activities are defined as Government agencies whose primary function is the enforcement of applicable Federal, State, local laws, and whose compensated officers have powers of arrest and apprehension.

B. The DLA Disposition Services Shall:

- 1. Establish and implement LESO Program eligibility criteria in accordance with 10 USC § 2576a, the DLAI 1111, and this MOA.**
- 2. Receive and process applications for participation from LEAs in States currently enrolled in the LESO Program.**

C. The State Shall:

- 1. Ensure only authorized LEA applications for LESO Program enrollment are submitted to the DLA Disposition Services LESO for approval.**
- 2. Receive and approve/disapprove applications for participation by a LEA in the LESO Program. The State Coordinator will only certify LEAs 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.**
- 3. Ensure agencies enrolled in the LESO Program update the agency account information annually. Annual update is defined as 365 days from initial date of enrollment and/or last update.**
- 4. Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment.**

VI. ANNUAL INVENTORY REQUIREMENT

A. Per the DLA I 1111 and the DLA MOA between DLA and the State, each State is required to conduct an annual inventory certification of controlled property.

B. The DLA Disposition Services Shall:

- 1. Receive and validate incoming certified inventories and reconcile inventories with the State Coordinator/SPOC.**
- 2. Ensure LEAs provide serial numbers identified in annual inventory process for inclusion in the DLA Disposition Services property accounting system, for Aircraft, Watercraft, Tactical Vehicles and Weapons and other unique items, as required.**

3. Send confirmation, to each State Coordinator, when a State's inventory is reconciled in the DLA Disposition Services 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 or LEA 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 identified in annual inventory process for inclusion in the DLA Disposition Services property accounting system, for Aircraft, Watercraft, Tactical Vehicles and Weapons and other unique items, as required.

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 DLA Disposition Services LESO. All inventories and certification statements will be maintained on file indefinitely.

a. The DLA Disposition Services LESO requires each State Coordinator to submit certified inventories for their entire State by January 31st of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEAs three 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 DLA Disposition Services LESO requires photographs for all Aircraft, Watercraft and Tactical Vehicles, and Weapons received through the LESO Program.

(1) The DLA Disposition Services LESO requires front, side and data plate photos for Aircraft, Watercraft and Tactical Vehicles received through the LESO Program.

(2) The DLA Disposition Services LESO requires serial number photos for each weapon received through the LESO Program.

c. States that fail to submit the certified annual inventory by January 31st, may be suspended from operations within the LESO Program. Further failure to submit the certified annual inventory may result in a state termination.

4. Validate the accountability of all High Profile (Aircraft, Watercraft, Tactical Vehicles and Weapons), High Awareness (Demilitarization required) property with each LEA following a domestic disaster within 60 days by having them conduct and certify a physical inventory. All inventories and certification statements will be maintained on file indefinitely.

5. Ensure LEAs are aware that High Profile Commodities (Aircraft, Watercraft, Tactical Vehicles and Weapons), High Awareness (Demilitarization required) property is subject to additional controls.

VII. PROGRAM COMPLIANCE REVIEWS

A. The DLA Disposition Services LESO shall conduct a Program Compliance Review (PCR) for each State that is enrolled in the LESO Program every two (2) years.

1. If a State and/or LEA fails a PCR, the DLA Disposition Services 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 DLA Disposition Services LESO will move to terminate the LESO Program operations within the State and/or LEA.

B. The State Shall:

1. Support the DLA Disposition Services LESO PCR process by:

a. Coordinating the PCR daily events schedule, according to the list of LEAs selected for review provided by the DLA Disposition Services LESO. Forward completed PCR daily events schedule to the DLA Disposition Services 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 DLA Disposition Services LESO. The LEA POCs shall gather the selected items in a central location, to ensure the DLA Disposition Services LESO can efficiently inventory the items.

d. Providing additional assistance to the DLA Disposition Services 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 DLA 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 LEA application and screeners 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, weapons documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), DRMS Form 103s, and other pertinent documentation as required.

b. 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 Service site.

VIII. STATE PLAN OF OPERATION (SPO)

A. The DLA Disposition Services 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 DLA, a State Plan of Operation (SPO), developed in accordance with Federal and State law and conforming (at minimum) to the provisions of the DLAI 1111 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 DLA Disposition Services-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 Executive Officer, or signed designee, of the respective LEA and the current State Coordinator.
3. Request that the DLA Disposition Services LESO Suspend or terminate an LEA (s) from the LESO Program if an LEA fails to comply with any term of this MOA, the DLAI 1111, any Federal statute or regulation or the State Plan of Operation.
4. If operating as a TDP, create and implement a comprehensive TDP Plan of Operation, approved by the DLA Disposition Services LESO, to conduct operations in accordance with regulations of the LESO Program. Maintain TDP Authorization Letter and TDP Plan of Operation on file.

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

- A. All property missing, lost, stolen, damaged, or destroyed must be reported to the DLA Disposition Services LESO.
 1. Excess DOD personal property with a Demilitarization Code of B C, D, E, F, G and Q (with an Integrity Code of 3) must be reported to the DLA Disposition Services LESO within twenty-four (24) hours.
 2. Excess DOD personal property with a Demilitarization Code of A, or Q (with an Integrity Code of 6) must be reported to the DLA Disposition Services LESO within seven (7) days.
 3. All reports are subject to the DLA Office of the Inspector General (OIG) inspection.
- B. The DLA Disposition Services LESO may grant extensions to the reporting requirements listed above, on a case by case basis.

X. AIRCRAFT AND WEAPONS

- A. Aircraft (fixed wing and rotary wing), may be transferred to the State for its use in law enforcement activities. 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.

Additionally, the following conditions apply:

Aircraft acquired *prior to* September 30, 1996, under the 1208 Program *were* considered "1208 Aircraft". Public Law 104-201, Section 1033 (b) (1) repealed all Section 1208. Therefore, all aircraft and/or aircraft parts, are considered LESO Program aircraft and/or aircraft parts as of September 30, 1996. [As repealed by Pub. L. 104-201 Sec. 1033 (b) (1)]. Sale, trade or transfer of aircraft and/or aircraft parts (acquired prior to September 30, 1996) may be authorized by the DLA Disposition Services LESO, on a case by case basis. The DLA Disposition Services LESO reserves the right to approve or deny requests for sale, trade or transfer of all LESO Program aircraft and/or aircraft parts, regardless of when the aircraft was originally acquired.

B. LEAs no longer requiring LESO Program weapons must request authorization to transfer or return weapons. Transfers and turn-ins of weapons must be approved by the State Coordinator and the DLA Disposition Services LESO. Weapons will not physically move until the approval process is complete. Weapons 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 weapon(s) with the correct, specific serial number(s).

XI. RECORDS MANAGEMENT

A. DLA Disposition Services LESO, the 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 property's Demilitarization (DEMIL) Codes. All documents concerning a property record must be retained.

1. Property records for items with DEMIL codes of A and Q (with a DEMIL Integrity code of 6) must be retained for two calendar years (CY) from approval date, and then may be destroyed.
2. Property records for items with DEMIL codes of B, C, D, E, F, G and Q (with a DEMIL Integrity code of 3) must be retained for 5 years or for the life span of the property, whichever is longer.
3. Environmental Property records must be retained for fifty 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: DRMS Form 103, 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 CONFERENCE

- A. 10 U.S.C. 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 DLA Disposition Services LESO shall organize and conduct an annual training conference pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.
- C. The State shall ensure at least one representative, ie. the State Coordinator or SPOC (s) attend the DLA Disposition Services LESO Annual Training Conference.

XIII. PROPERTY ALLOCATION

- A. The DLA Disposition Services 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, ensure fair and equitable distribution of property to the greatest extent possible based on current State/LEA inventory and State/LEA justification for property. Generally no more than one of any item per officer will be allocated.
 3. The DLA Disposition Services LESO reserves the right to determine and/or adjust allocation limits.
 4. The DLA Disposition Services 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 LESO Program property will be used for law enforcement purposes only within his/her State.
 2. Access the DLA Disposition Services 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.

Version- September, 2013

3. Encourage and assist LEAs in the use of electronic screening of property via the DLA Disposition Services RTD Web.
4. Upon receipt of a valid LEA/State request for property, submit requests that ensure fair and equitable distribution of property to the greatest extent possible based on current State/LEA inventory and State/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 transfer, turn-in, and disposal requests from an LEA or to generate these requests at the State level and forward all approvals to the DLA Disposition Services LESO for action.
6. Assist the LEAs with enrollment, property request, transfer, turn-in, and disposal procedures.
7. Review property requests in the DLA Disposition Services RTD Website and property receipts and conduct monthly reconciliations of property records.
8. Access the DLA Disposition Services RTD Web at a minimum of once daily (Monday thru Friday) to process LEAs requests for excess DoD property.

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 DLA Disposition Services LESO shall:
 1. Suspend States/LEAs 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 the DLA Disposition Services LESO MOA. Suspension may lead to TERMINATION.
 2. The DLA Disposition Services LESO Program Manager 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 damage LESO Program property.

5. Suspend or terminate a State from the LESO Program if a State and/or LEA fails to comply with any term of this MOA, the DLAI 1111, any Federal statute or regulation or the State Plan of Operation.

C. The State Shall:

1. 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 120-days to complete the transfer or turn-in of all LESO Program property in their State.

b. In cases relating to the termination of a State operating as a TDP, the State Coordinator will have 60-days to complete the transfer or turn-in of all LESO Program property in the TDP warehouse.

c. In cases relating to an LEA termination, the LEA will have 60 days to complete the transfer or turn-in of all LESO Program property in their possession.

2. Request that the DLA Disposition Services LESO suspend or terminate an LEA from the LESO Program if an LEA fails to comply with any term of this MOA, the DLAI 1111, any Federal statute or regulation, or the State Plan of Operation.

3. Request that DLA Disposition Services 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.

4. 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.

5. Make contact (until resolved) with suspended LEA(s) within his/her State to ensure corrective actions are rectified by timeframe provided by the DLA Disposition Services LESO.

6. Require the LEAs to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damage LESO Program property. The State must submit all documentation to the DLA Disposition Services LESO upon receipt.

7. Provide documentation to the DLA Disposition Services LESO when actionable items are rectified for the State and/or LEA (s).

8. Request reinstatement 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 the United States Postal Service, express service, or facsimile to the cognizant DLA office. The DLA Disposition Services LESO, may, from time to time, propose modifications or amendments to the provisions of this MOA. 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:

1. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.
2. 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 U.S.C. 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 DOD.

XVIII. INDEMNIFICATION CLAUSE

A. To the extent permitted by law, the State Coordinator/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 in, upon or about the sale site and/or the site on which the property is located, or 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. The State will maintain or assure that the LEA maintains adequate insurance to cover damages or injuries to persons or property relating to the use of the property. 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 the property.


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.

James E. Turner, III, Director
Type/Print State Coordinator Name


State Coordinator Signature

10/01/13
Date (MM/DD/YYYY)

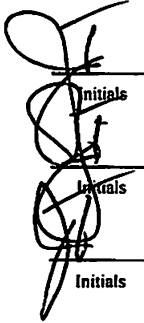
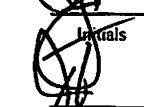

Tina Aldrich
Type/Print DLA Disposition Services J-4 Director


DLA Disposition Services J-4 Director Signature

10/31/2013
Date (MM/DD/YYYY)

STATE 1033 PROGRAM ACCOUNTABILITY LETTER

In accordance with the signed Memorandum of Agreement (MOA) between the Defense Logistics Agency (DLA) and the State of Delaware, I hereby certify the following:


Initials

Initials

Initials

I have received an Inventory Certification for HMMWVs/APCs from each participating Law Enforcement Agency (LEA) within my state.

All Inventory Certifications have been certified, verified, and signed by the LEA's Chief Executive Official of Head of Agency or designee.

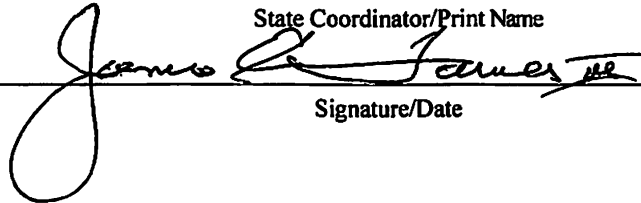
All Inventory Certifications are to be maintained on file indefinitely.

Submit this document with the original signature to LESO HQ.

I certify under penalty of perjury that the foregoing is true and correct. **Failure to comply may result in SUSPENSION from the 1033 Program and prosecution under 18 USC § 1001.**

Jamie Turner

State Coordinator/Print Name


Signature/Date

1/9/13

STATE 1033 PROGRAM ACCOUNTABILITY LETTER

In accordance with the signed Memorandum of Agreement (MOA) between the Defense Logistics Agency (DLA) and the State of Delaware, I hereby certify the following:

[Handwritten initials: JT NA]
Initials
[Handwritten initials: JT NA]
Initials
[Handwritten initials: JT NA]
Initials

I have received an Inventory Certification for aircraft from each participating Law Enforcement Agency (LEA) within my state.

All Inventory Certifications have been certified, verified, and signed by the LEA's Chief Executive Official or Head of Agency or designee.

All Inventory Certifications are to be maintained on file indefinitely.


Submit this document with the original signature to LESO HQ.


I certify under penalty of perjury that the foregoing is true and correct. Failure to comply may result in **SUSPENSION** from the 1033 Program and prosecution under 18 USC § 1001.


Jamie Turner
State Coordinator/Print Name
Jamie Turner 1/9/03
Signature/Date

STATE 1033 PROGRAM ACCOUNTABILITY LETTER

In accordance with the signed Memorandum of Agreement (MOA) between the Defense Logistics Agency (DLA) and the State of Delaware, I hereby certify the following:


initials NA I have received an Inventory Certification for watercraft from each participating Law Enforcement Agency (LEA) within my state.


initials NA All Inventory Certifications have been certified, verified, and signed by the LEA's Chief Executive Official of Head of Agency or designee.


initials NA All Inventory Certifications are to be maintained on file indefinitely.

Submit this document with the original signature to LESO HQ.

I certify under penalty of perjury that the foregoing is true and correct. **Failure to comply may result in SUSPENSION from the 1033 Program and prosecution under 18 USC § 1001.**

Jamie Turner
State Coordinator/Print Name
Jamie Turner, ee 1/9/13
Signature/Date