

Isabel Hernandez

From: Josie Brostrom
Sent: Monday, April 26, 2010 11:51 AM
To: Isabel Hernandez
Subject: Contract Legal Review Form KK-10-158 SO-Navy Night Vision Goggles

COUNTY LEGAL REVIEW FORM

KK-10-158

Contract Description: SO- U.S. Navy – Agreement – Night Vision Goggles and Pocketscopes

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

Approved as to Form as Submitted
 Approved as to Form with Amendments/Modifications/Reservations Noted Below*
 Not Approved

*1) Agreement Block 7 – change name of Administrator Isabel Hernandez to County Judge Anthony Cobos

This document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

Josefina J. Brostrom
Assistant County Attorney

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

Cooperation With Civilian Law Enforcement Officials Agreement
Agreement entered into pursuant to SECNAV Instruction 5820.7C

1a. State/Local Law Enforcement Agency Name:
EL PASO COUNTY SHERIFF, SPECIAL OPERATIONS DIV.

2. Agreement Number: **N00164LE0200-10**

1b. Agency Mailing Address:
**3850 JUSTICE DRIVE
EL PASO**

3. Agreement Start/Renewal Date: **Jun 13, 2010**

4. Agreement Termination Date: **Jun 13, 2011**

State: **TEXAS**

Zip Code:

5. Estimated Total Cost (See paragraph III Terms and Conditions below): **\$2,400.00**

7. Statement of Supplies/Services to be Furnished:

Designation, Nomenclature, Stock Number Replacement Value & Serial Numbers	Qty	Unit Price	Amount
AN/PVS-5, Night Vision Goggle, NSN: 5855-LL-L99-7490, Replacement Value \$2,150 Each	4	\$300.00	\$1,200.00
Serial Numbers: 006992G, 007070G, 001932G, 05611A			
AN/PVS-11, Night Vision Pocketscope, NSN: 5855-01-302-5493, Replacement Value \$2,053 Each	4	\$300.00	\$1,200.00
Serial Numbers: 1344, 936, 810, 1782			
		\$300.00	\$0.00
Serial Numbers:			
		\$300.00	\$0.00
Serial Numbers:			
		Total	\$2,400.00

8. Points of Contact

State/Local Law Enforcement Agency Official (Name):
ADMINISTRATOR ISABEL HERNANDEZ

Government Law Enforcement Program Manager (Name):
Roger Shaw

Phone: **915-538-2216**

Phone: **812-854-1653**

Fax: **915-538-2246**

Fax: **812-854-8559**

Email: **ihernandez@epcounty.com**

Email: **roger.shaw@navy.mil**

Government Agreement Administrator: Debbie Owens, CTR

Government Agreement Administrator: Sharon Sutton, CTR

Phone: **812-275-3154 ext. 121**

Phone: **812-275-3154 ext. 156**

Fax: **812-275-2010**

Fax: **812-275-2010**

Email: **debbie.owens.ctr@navy.mil**

Email: **sharon.l.sutton.ctr@navy.mil**

I. AUTHORITY AND PURPOSE

This Agreement is entered into by and between EL PASO COUNTY SHERIFF, SPECIAL OPERATIONS DIV., hereinafter referred to as State/local law enforcement agency, and the Crane Division, Naval Surface Warfare Center, hereinafter referred to as Government. This Agreement is entered into pursuant to the authority of SECNAV Instruction 5820.7C, Subj: "Cooperation with Civilian Law Enforcement Officials" and a Reinvention Lab Waiver granted. The purpose of this Agreement is to extend Crane Division, Naval Surface Warfare Center (NAVSURFWARCENDIV Crane) cooperation with civilian law enforcement officials to the maximum extent practicable, consistent with the needs of national security and military preparedness, the historic tradition of limiting direct military involvement in civilian law enforcement activities, and the requirements of applicable law.

II. PERIOD OF PERFORMANCE

The period of performance for this Agreement is **12 Months** from the date of execution.

III. ESTIMATED COST AND FUNDING

A. NAVSURFWARCENDIV Crane shall be paid the estimated cost of use of the provided equipment, facilities or training services prior to receipt of said equipment, facilities or services. The loan of any piece of equipment shall not exceed one (1) year.

B. The total estimated cost for accomplishing the work/loaning the equipment is **\$2,400.00**

C. Amounts actually charged the State/local law enforcement agency shall be the direct and indirect costs reasonably and necessarily incurred in the performance of the work in accordance with Chapter 1 of Volume 11A of the DOD Financial Management Regulation, DOD 7000.14-R and any applicable local instruction.

D. The State/local law enforcement agency shall fund the Agreement prior to commencement of performance. If additional funding is required, the *Government* will notify the State/local law enforcement agency of the additional funding required. The State/local law enforcement agency shall provide the *Government* the additional funding upon receiving notification of the requirement for additional funding, or within such time as approved by the *Government*. Failure of the State/local law enforcement agency to provide funds, as required, will result in the discontinuance of performance. Upon conclusion of performance, the *Government* will reconcile the State/local law enforcement agency's account to determine actual charges. The *Government* will refund any balance due on the Agreement to the State/local law enforcement agency. Nothing in this Agreement shall give the State/local law enforcement agency the right to audit the books of the *Government*.

IV. METHOD OF PAYMENT

Checks should be made payable to: NAVSURFWARCENDIV Crane and shall include Agreement number denoted in Block 2 of this agreement.

The signed agreement and check(s) shall be forwarded to:

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

V. PROVISION OF EQUIPMENT, FACILITIES AND/OR SERVICES

A. NSWC Crane Point of Contact under this agreement for equipment, facilities and/or training, either oral or by e-mail shall be sent to:

Mr. Roger A. Shaw
812-854-1653
roger.shaw@navy.mil

Written requests should be addressed as follows:

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

B. Upon approval of the request for the loan of equipment, an authorized official of the Government shall execute a DD Form 1348-1A Issue/Receipt Document. The custodial document shall include the date of receipt, the name of the official signing out and returning the equipment, the office telephone number of the official, agreement number, and equipment serial numbers.

C. Equipment provided under this agreement may be repaired/replaced by NAVSURFWARCENDIV Crane at its discretion, inclusive of assessment of any costs, during the term of the agreement if failure of operation is caused by other than normal use. Requests for same may be made to NSWC Crane Point of Contact identified in paragraph A. above.

D. In replacement scenarios, all transactions will be documented in the DD Form 1348-1A Issue/Receipt Document indicating a serial number for serial number exchange. Consideration for exchanges of equipment that fails to perform during normal use is included in the agreement fee and is therefore not subject to additional costs. State/local law enforcement agencies will not receive consideration or extension for any period of time during the agreement that equipment should fail or become inoperable.

E. The receipt, transportation and return of all equipment is the sole responsibility of the requesting state/local law enforcement agency who shall designate in writing a representative authorized to receive, transport equipment to and from NAVSURFWARCENDIV Crane, and return same. Equipment to be repaired/replaced will be delivered by said representative to NAVSURFWARCENDIV Crane.

VI. RESOURCES PROVIDED BY GOVERNMENT

The resources to be provided are identified in Block 7 of this agreement. NAVSURFWARCENDIV Crane personnel made available for the operation of any loaned equipment shall not become directly involved in the law enforcement activities, such as interdiction of vehicles, search and seizures, arrests, apprehension, stop and frisk, or surveillance, or other activities proscribed by federal law and regulation, of any state/local law enforcement agency.

VII. CHANGES

Any changes to this Agreement must be mutually agreed upon in writing by the parties. No oral statements of any person whatsoever shall in any manner modify or otherwise affect the terms of this Agreement.

ADMINISTRATOR ISABEL HERNANDEZ on behalf of State/local law enforcement agency and Mr. Roger A. Shaw, Crane Division, Naval Surface Warfare Center on behalf of the Government are the only persons authorized to approve changes in any of the terms of this Agreement.

VIII. WARRANTIES/INDEMNIFICATION/HOLD HARMLESS

- A. The State/local law enforcement agency agrees, to the extent permitted under state laws of Texas, on behalf of itself and any successor in interest or assignees, to hold harmless and indemnify the Government against the following insofar as they may result from the performance and/or furnishing of equipment, facilities and/or training: claims (*including reasonable expense of litigation or settlement*) by third persons (*including employees of the State/local law enforcement agency*) for death, bodily injury (*including sickness or disease*) or loss of, damage to, or loss of use of property;
- B. The Government will not be liable for any damage whether direct or consequential. All services provided under this agreement shall be provided without any expressed or implied warranties;
- C. The State/local law enforcement agency is responsible for lost, stolen or willfully damaged equipment, the value of which is determined by NAVSURFWARCENDIV Crane, and will reimburse NAVSURFWARCENDIV Crane for same;
- D. Nothing in this agreement changes any terms or conditions of any existing contract the state/local law enforcement agency may have with the Government.

IX. CANCELLATION/SUSPENSION

- A. The *Government* reserves the right to recall the loaned equipment, cancel or suspend all or part of its performance under this Agreement in the event that such performance is deemed to interfere, for any reason, with the performance of work/mission by the *Government*. The right to cancel or suspend performance hereunder shall be in addition to the right reserved by the Government to cancel or suspend performance under this Agreement for unusual and compelling circumstances when the national interest of the United States requires or to protect public health or safety.
- B. Appreciating the consequences of such a decision, the *Government* will attempt to mitigate any cancellation or suspension of services. However, the *Government* cannot be held liable for any cost accruing to the State/local law enforcement agency as a result of any cancellation or suspension.

X. TERMINATION BY STATE/LOCAL LAW ENFORCEMENT AGENCY

- A. The State/local law enforcement agency may terminate this Agreement upon 14 Business days written notice to the *Government*. If the State/local law enforcement agency elects to cancel this Agreement, the State/local law enforcement agency shall remain responsible for all costs incurred by the *Government* up to the date of receipt by the *Government* of its termination notice.
- B. The rights and remedies of the *Government* provided by this clause are in addition to any other rights and remedies provided by law or this Agreement.

XI. DISPUTES

Any dispute arising under the Agreement, which is not disposed of by agreement of the parties, shall be decided by the Government Electro-Optics Technology Division Manager, who shall reduce the decision to writing and shall furnish a copy to the State/local law enforcement agency. The decision shall be final unless, within 15 calendar days from the date of receipt of the decision, the State/local law enforcement agency furnishes the Crane Division, Naval Surface Warfare Center Commanding Officer with a request for reconsideration. The reviewing official will review the record to determine whether the initial decision was reasonable. The State/local law enforcement agency shall be afforded an opportunity to submit additional supporting documentation and rationale. The decision of the reviewing official shall be final.

XII. MISHAP INVESTIGATIONS

In the event of any mishap resulting in the loss, damage or destruction to property and/or facilities used in the performance of this Agreement, the State/local law enforcement agency agrees to provide technical support for any investigation to assess the cause. Both parties agree that the report will be held confidential to the degree allowed by applicable laws.

XIII. GOVERNING LAW

Irrespective of the place of performance or signing of this Agreement, this Agreement shall be governed by and interpreted only in accordance with Federal law and regulations.

XIV. ORDER OF PRECEDENCE

The rights and obligations of the parties to this Agreement shall be subject to and governed by these Agreement clauses and the other documents incorporated by reference. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order:

- Agreement provisions including clauses.
- Other documents incorporated by reference.

XV. SIGNATURES AND APPROVALS

ACCEPTANCE OF AGREEMENT on behalf of EL PASO COUNTY SHERIFF, SPECIAL OPERATIONS DIV.

BY:

Signature <i>Anthony Cobos, County Judge</i>	Date

 Type Name and Title

EL PASO COUNTY SHERIFF, SPECIAL OPERATIONS DIV.

 Name of Law Enforcement Agency

ACCEPTANCE OF AGREEMENT on behalf of NSWCC Crane

BY:

C. S. LASOTA Captain, U.S. Navy Commander, NSWCC Crane	Date

XVI. ENTIRE AGREEMENT

This agreement with all attachments constitutes the entire agreement of the parties and no oral or other representations shall be binding.

INVOICE

Form Approved
OMB No. 0704-0246

Public reporting burden for this collection of information is estimated to average 15 minute per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining all the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0246), Washington, DC 20503.

1. FROM: (Include ZIP Code)
COMMANDING OFFICER
NAVAL SURFACE WARFARE CENTER
300 HWY 361
ELECTRO-OPTIC TECHNOLOGY DIVISION, BLDG. 2044 ATTN: (S. SUTTON / D. OWENS)
CRANE, IN 47522

2. TO: (Include ZIP Code)
EL PASO COUNTY SHERIFF, SPECIAL OPERATIONS DIV.
3850 JUSTICE DRIVE
EL PASO, TX 79938

POC: ISABEL HERNANDEZ PH: 915-538-2216
3. SHIP TO - MARK FOR SAME

10. SIGNATURE
11a. VOUCHER NUMBER & DATE (YYMMDD)
12. DATE SHIPPED (YYMMDD)
13. MODE OF SHIPMENT
14. BILL OF LADING NUMBER
15. AIR MOVEMENT DESIGNATOR OR PORT REFERENCE NO.

ITEM NO.	FEDERAL STOCK NUMBER, DESCRIPTION AND CODING OF MATERIAL AND/OR SERVICES (b)	OBJ. CL.	BUR. CONT. NO.	SUBAL-LOT.	AUTHORIZATION ACCT'G ACTIVITY	TRANS. TYPE	PROPERTY ACCT'G ACTIVITY	COUN-TRY	COST CODE	AMOUNT	
(a)	UNIT OF ISSUE (c)	QUANTITY REQUESTED (d)	SUPPLY ACTION (e)	TYPE CON-TAINER (f)	CON-TAINER NOS. (g)	UNIT PRICE (h)	TOTAL COST (i)				
(1)	NIGHT VISION-EQUIPMENT; <i>Susan Sutton et al</i> LOAN AGREEMENT FOR 6/13/2010 TO 6/13/2011 AGREEMENT # N00164LE0200-10					8				\$300.00	\$2400.00

Supply Labor Charge #

16. TRANSPORTATION VIA MATS OR MSTs CHARGEABLE TO				17. SPECIAL HANDLING SENSITIVE NIGHT VISION EQUIPMENT					
ISSUED BY	TOTAL CON-TAINERS	TYPE CON-TAINER	DESCRIPTION	TOTAL WEIGHT	TOTAL CUBE	19. CONTAINERS RECEIVED EXCEPT AS NOTED	DATE (YYMMDD)	BY	SHEET TOTAL
OFFICER						RECEIPT			
RECEIVED BY						QUANTITIES RECEIVED EXCEPT AS NOTED			
PACKED BY						POSTED			
			TOTAL						