

# AGREEMENT

## BETWEEN THE

### DEFENSE LOGISTICS AGENCY

(Through the DLA Disposition Services,

Law Enforcement Support Office)

AND

THE STATE OF California

#### I. PURPOSE

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

#### II. AUTHORITY

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

#### III. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### IV. STATE COORDINATOR APPOINTMENT

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

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

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

D. The LESO shall:

- 1) Maintain a current and accurate list of all State Coordinators and all SPOCs.
- 2) Provide a comprehensive overview of the LESO Program to all State Coordinators within ninety (90) days of their appointment as State Coordinator.
- 3) Ensure State Coordinators are trained in the use of the DLA Disposition Services Reutilization, Transfer and Donation (RTD) Website; the LESO property accounting system; procedures to search for, identify, and request property; turn-in procedures; transfer procedures; and inventory requirements.

E. The State shall:

- 1) Ensure the LESO has a current and accurate listing of the State Coordinator and SPOC(s). Contact information for State Coordinators and SPOC(s) shall be provided to LESO.
- 2) Ensure LEAs acknowledge the responsibilities inherent to LESO Program enrollment and adhere to the requirements outlined within the LESO approved State Plan of Operation for their State. State Plans of Operation must be signed by the current Chief Law Enforcement Official within ninety (90) days of their appointment.

#### V. ENROLLMENT

A. An LEA must have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Reserve officers are not authorized to receive property.

B. The LESO shall:

- 1) Establish and implement LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals regarding the LESO Program, and this MOA.
- 2) Receive and process LEA applications for participation from States currently enrolled in the LESO Program.

C. The State shall:

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

## VI. ANNUAL INVENTORY REQUIREMENTS

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

B. The LESO shall:

- 1) Receive and validate incoming certified inventories and reconcile inventories with the State Coordinator/SPOC.
- 2) Ensure LEAs validate and provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system, for all controlled property identified in Paragraph III D, small arms and other unique items, as required. For equipment that does not contain a serial number, such as riot control or breaching equipment, a photograph will suffice.
- 3) Send confirmation to each State Coordinator when a State's inventory is reconciled in the LESO property accounting system. This will serve as the State's confirmation that LESO Program controlled property within his/her State has been reconciled in the accountable record.
- 4) Suspend an entire State, or LEA, as a result of a State's or LEA's failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

C. The State shall:

- 1) Ensure LEAs complete the annual physical inventory as required.
- 2) Ensure LEAs provide serial numbers and photos identified in the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III D, small arms and other unique items, as required. For equipment that does not contain a serial number, such as riot control or breaching equipment, a photograph will suffice.
- 3) Validate and certify the accountability of all controlled property received through the LESO Program annually with each LEA by having them conduct and certify a physical inventory. State Coordinators must adhere to additional annual certification requirements as identified by the LESO. All inventories and certification statements will be maintained on file indefinitely.
  - a. The LESO requires each State Coordinator to submit certified inventories for their entire State by January 31 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEAs four (4) months to physically inventory LESO Program property in their possession, and submit their certified inventories to their State Coordinators.
  - b. In addition to the certified inventories, the LESO requires photographs for all controlled property identified in Paragraph III D, small arms and other unique items as required, received through the LESO Program.

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

## VII. PROGRAM COMPLIANCE REVIEWS

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

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

B. The State shall:

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

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

## VIII. STATE PLAN OF OPERATION (SPO)

### A. The LESO shall:

- 1) Identify, establish, and issue minimum criteria to be included in the SPO.
- 2) Receive and approve SPOs for each State on a bi-annual basis.

### B. The State shall:

- 1) Establish and submit to the LESO, a State Plan of Operation, developed in accordance with Federal and State law, and conforming (at minimum) to the provisions of the DLA Instructions and Manuals regarding the LESO Program and this MOA.



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

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

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

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

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

#### **X. AIRCRAFT AND SMALL ARMS**

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

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

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

## **XI. RECORDS MANAGEMENT**

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

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

## **XII. LESO PROGRAM ANNUAL TRAINING**

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

B. The LESO shall organize and conduct annual training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.

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

### **XIII. PROPERTY ALLOCATION**

A. The LESO Shall:

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

B. The State shall:

- 1) Ensure LEAs submit appropriate justifications when requesting excess DOD property via the LESO Program and will ensure the LESO Program property will be used for the law enforcement activity and for law enforcement purposes only within his/her State.
- 2) Access the LESO Website on a weekly basis for timely and accurate guidance, information, and links concerning the LESO Program and ensure that all relevant information is passed on to participating LEAs.

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

#### **XIV. PROGRAM SUSPENSION & TERMINATION**

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

B. The LESO shall:

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

- 2) The LESO has final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) Issue corrective action guidance to State Coordinator with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the State to submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or destroyed LESO Program property to include the LEAs Corrective Action Plan (CAP).
- 5) Suspend or terminate a State from the LESO Program if a State and/or LEA fail to comply with any term of this MOA, the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, or the State Plan of Operation.

C. The State shall:

- 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 one hundred and twenty (120) days to complete the transfer or turn-in of all LESO Program property in their State.
  - b. In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all LESO Program property in their possession.
- 2) Notify the LESO and initiate an investigation into any questionable activity or actions involving LESO property issued to a LEA that comes to the attention of the State Coordinator, and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on suspension or termination of the LEA to the LESO. State Coordinators, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO program at any time, and for any reason.
- 3) Request that the LESO suspend or terminate an LEA from the LESO Program if an LEA fails to comply with any term of this MOA, the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, or the State Plan of Operation.
- 4) Request that the LESO suspend LEA(s) and/or LEA POC(s) from within their State, based upon their findings during internal program compliance reviews and/or spot checks at the State level.

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

#### **XV. COSTS & FEES**

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

#### **XVI. NOTICES**

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

#### **XVII. ANTI-DISCRIMINATION**

A. By signing this MOA, or accepting excess DOD personal property under this MOA, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

- 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.
- 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 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

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

### **XVIII. INDEMNIFICATION CLAUSE**

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

### **XIX. TERMINATION**

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

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

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

Casey Granados  
Type/Print State Coordinator Name

[Signature]  
State Coordinator Signature

05/23/2016  
Date (MM/DD/YYYY)

Jina Aldrich  
Type/Print DLA Disp Svcs J-4 Director

[Signature]  
DLA Disp Svcs J-4 Director Signature

05/24/2016  
Date (MM/DD/YYYY)