

**Memorandum of Agreement between the Defense Logistics Agency
Disposition Services Law Enforcement Support Office**

and the

State or United States Territory of:

UTAH

1) PURPOSE This Memorandum of Agreement (MOA) is entered into between the Defense Logistics Agency (DLA), through the DLA Disposition Services (Disp Svcs) Law Enforcement Support Office (LESO) and the state or United States (US) Territory (identified above), to set forth the terms and conditions which will be binding on the parties with respect to Department of Defense (DoD) excess personal property conditionally transferred pursuant to 10 USC § 2576a, in order to promote the efficient, expeditious transfer of property and to ensure accountability of the same.

2) AUTHORITY The Secretary of Defense (SECDEF) is authorized by 10 USC § 2576a to transfer to Federal and State Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism, disaster-related emergency preparedness or border security activities, under such terms prescribed by the Secretary. The SECDEF has delegated program management authority to the DLA. The DLA Disp Svcs LESO administers the program in accordance with (IAW) 10 USC § 2576a, 10 USC § 280, DoDM 4160.21 and DLAI 4140.11. The 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.

3) GENERAL TERMS AND CONDITIONS “DoD excess personal property” also known as “items”, “equipment”, “program property”, or “property”. “DLA Disposition Services Law Enforcement Support Office” also known as “1033 Program”, “LESO Program”, “the program”, or “LESO”. “State or US Territory” also known as “the State”, “State Coordinator (SC)”, “State Point of Contact (SPOC)”, or “SC/SPOC”. “Law Enforcement Activities” also known as “agencies in law enforcement activities”, “Law Enforcement Agency (LEA)”, “program participant”, or “State/LEA”.

a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise authorized to participate in the program. Property will not be obtained by program participants for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. To receive such property, on an annual basis the LEA shall certify that they have:

- i) Obtained authorization of the relevant local governing body authority (i.e., city council, mayor, etc.).
- ii) Adopted publicly available protocols for the appropriate use of controlled property, the supervision, and the evaluation of the effectiveness of such use, including auditing and accountability policies.
- iii) Annual training in place and provides it to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.

b) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property are the sole responsibility of the State/LEA. The State/LEA shall also be responsible to reimburse the U.S Government (USG) for costs incurred in retrieving and/or repossessing property impermissibly transferred by the State/LEA to unauthorized participants.

c) The State/LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the MOA, including unauthorized use of property.

d) All property transferred to the State/LEA via the program is on an as-is, where-is basis.

e) LESO reserves the right to recall property issued to a State/LEA at any time.

f) General use of definitions/terms:

i) Demilitarization (DEMIL code)-a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.

ii) "Controlled property"-items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of "3"). Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the State/LEA. When a State/LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO and the property will be transferred to another program participating State/LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.

iii) "Non-controlled" property"-items with a DEMIL code of A or Q (with an Integrity Code of "6"). These items are conditionally transferred to the State/LEA and will remain on State/LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the State/LEA without issuance of further documentation. During this one year period, the State/LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.

(1) The LEA receives title and ownership of DEMIL "A" and "Q6" property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or State/LEA official in their private capacity. Such property shall be maintained and ultimately disposed of IAW provisions in state and local laws that govern public property.

(2) Sales/gifting of DEMIL "A" and "Q6" property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program.

(3) After one year from ship date, DEMIL "A" and "Q6" property may be transferred, cannibalized for usable parts, sold, donated, or scrapped.

(4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

g) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

h) The program may authorize digital signatures on required program documentation.

i) The State/LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the State/LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

4) STATE COORDINATOR APPOINTMENT SC will be personally appointed, in writing, by the Governor of their State. Only the Governor-appointed SC is authorized to enter this MOA and operate the program at the state-level on behalf of their respective state. Governor appointment letters will be kept on file with the program. SC appointment letters shall be updated within 90-days of changes in the office of either the Governor or the SC. Extension requests may be submitted to LESO and will be reviewed on a case-by-case basis.

a) SPOC appointment-The SC may choose to name one (or more) SPOC (s) to assist in managing the program at the state-level. The SC may delegate all (or a portion of) their authority to the SPOC(s). The SC shall explicitly state what authorities (if any) are being delegated to each SPOC within the SPOC appointment letter. Appointment letters shall be updated within 90-days of any change of the SC. Updates to the appointment letter shall include all SPOCs that are currently appointed by the SC.

b) The LESO shall:

- i) Maintain a current and accurate list of appointed SC/SPOCs.
- ii) Provide a comprehensive overview of the program and this MOA to all SCs within 90-days of their appointment as SC.
- iii) Ensure SCs are trained in the use of the DLA Disp Svcs Reutilization, Transfer and Donation (RTD) website to include procedures to search for, identify, and request property and the property accounting system to include procedures to turn-in, transfer, inventory and manage property.

c) The State shall:

- i) Provide the LESO the signed MOA, State Plan of Operation (SPO) and other documents required by the LESO (if applicable) within 90 days of appointment as the SC.
- ii) Ensure the LESO has current and accurate signed appointment letters for the SC/SPOCs, to include contact information for SC/SPOCs.
- iii) Assist in training the LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.
- iv) Adhere to the requirements outlined within this MOA and the SPO for their state. Ensure MOA amendments or modifications are incorporated into the SPO and program participants within their state are notified and acknowledge responsibility to comply with changes.

5) STATE PLAN OF OPERATION The LESO shall identify, establish, and issue minimum SPO criteria and shall review and approve SPOs for each state to ensure the SPO meets requirements of the MOA. The State shall:

a) Submit to LESO, a SPO developed IAW federal/state law, that conforms (at minimum) to the provisions of the DLA Instructions and Manuals regarding the program and this MOA. The SPO will include detailed organizational and operational authority including staffing, budget, facilities, and equipment the state believes is sufficient to manage the program.

- i) The SPO shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training and education, state-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.

ii) Enter into written agreement with each LEA, via the approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. The SPO will be signed by the Chief Law Enforcement Official (CLEO), or assigned designee and the current SC/SPOC.

6) PROPERTY ACCOUNTING SYSTEM The state will maintain access to Federal Excess Property Management Information System (FEPMIS) (or current property accounting system), to ensure LEAs maintain 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. The state will:

- a) Conduct quarterly reconciliations of state property records.
- b) Ensure at least one person per LEA maintains access to the property accounting system. Users may be “active” or “inactive” in the system, so long as they are registered.
- c) Ensure registered users are employees of the State/LEA.
- d) Ensure LEAs receive and account for property in the property accounting system within 30 days.

7) LESO WEBSITE The LESO shall maintain an accessible public website to provide timely and accurate guidance, information, and links for all individuals who work or have an interest in the program. The state shall access the LESO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

8) ANNUAL TRAINING 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each state (including law enforcement personnel of the political subdivisions 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 DoD.

a) The LESO shall:

- i) Ensure the SC/SPOC understand that property shall be transferred to a participating LEA with LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable. The LESO shall also provide a summary of all questions and answers from the annual training to the SC/SPOC.
- ii) Provide the SC/SPOC information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

b) The State shall:

- i) Ensure at least one SC or SPOC attend the annual training provided by the LESO. The state shall be responsible for funding all expenses related to travel.
- ii) Certify that they have read and understand the training material and will provide the certification statement to the LESO.
- iii) Provide program participants training material as discussed during the annual LESO training which includes information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

9) ENROLLMENT The LESO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this MOA.

a) The LESO shall:

i) Retain final approval/disapproval authority for application packages forwarded by the State.

(1) Unauthorized Participants. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA.

(2) Law enforcement agencies requesting program participation shall have at least one full-time law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. Non-compensated reserve officers are not authorized to receive property.

(3) State law enforcement training facilities/academies may be authorized to participate in the program given their primary function is the training of bona fide state/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis via concurrence of DLA Disp Svcs, DLA General Counsel, and DLA J34.

ii) Receive and process application packages from LEAs who wish to participate in the program and will process application packages to update LEA contact information. The “application package” consists of three parts: 1) application for participation, 2) SPO, and 3) any additional supporting documentation that may be required.

iii) Ensure only authorized State/LEA application packages are processed for approval which shall be submitted within 30-days of both the CLEO and SC/SPOC approved signature and date. LESO may grant exceptions to the required timelines on a case-by-case basis.

iv) Ensure that for newly appointed CLEOs, the application package shall be signed by the current CLEO or assigned designee within 90-days of their appointment.

v) Collect the Originating Agency Identifier (ORI) number for all new, and reactivation application packages (whether voluntary separation or termination). The ORI number will be coordinated with DLA Office of the Inspector General (OIG) for validation against the Federal Bureau of Investigation (FBI) National Crime Information Center (NCIC) database.

b) The State shall:

i) Validate the authenticity of State/LEAs that are applying for program participation. Only submit to the LESO those application packages that the SC/SPOC recommends/certifies 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. If the state forwards an unauthorized participant application package, this may result in a formal suspension of the state.

ii) Have sole discretion to disapprove State/LEA application packages in their state. The SC/SPOC should provide notification to the LESO when application packages are disapproved at the state-level.

iii) Ensure that screeners listed in the application package are employees of the LEA. A screener may only screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.

iv) Make recommendation on what constitutes a “full-time” or “part-time” law enforcement officer.

v) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information, etc.

vi) Provide the LEA a comprehensive program overview once approved by the LESO for enrollment. The overview will be done within 90-days of a LEA being approved to participate.

10) PROPERTY ALLOCATION Upon receipt of a SC/SPOC validated request for property through the RTD website, the LESO will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.

a) The LESO shall:

i) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.

ii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the State/LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the justification provided by the LEA. Currently, the following allocation limits apply:

(1) Robots: one (of each type) for every ten officers (full-time/part-time).

(2) High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armored HMMWV (UAH): one vehicle for every three officers (full-time/part-time).

(3) Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.

(4) Small arms: one (of each type) per officer (full-time/part-time).

b) LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e. training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart below is the standard for small arms acceptable over-allocations:

Small Arms Acceptable Over-Allocations	
# of Officers	# by type
1-10	2 or less
11-25	3 or less
26-100	5 or less
101-299	8 or less
300 or more	10 or less

i) In instances where small arm allocation amounts exceed the “acceptable over-allocation” levels, the LESO will coordinate with states to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following: 1) an exception to policy, 2) a transfer, or 3) a turn-in.

c) The State shall:

i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.

ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. The state shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The state shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full-time/part-time) will be allocated.

11) PROPERTY MANAGEMENT Certain controlled equipment shall have a documented chain of custody (i.e. an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. Upon approval of written requests, cannibalization may be performed on approved aircraft or vehicles. Requests shall be submitted in writing to the LESO for approval. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.

a) Aircraft-Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.

b) Vehicles-Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.

c) Ammunition-LESO will support the United States Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the State/LEA. The State/LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs. LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will post all requests, approvals, and denials on the LESO public website.

d) Small arms:

i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.

ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e. drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.

iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.

iv) Small arms that are not carried on an officer's person or in the officer's immediate physical vicinity will be secured using "two levels of physical security". Two levels of physical security meaning two distinct lockable barriers, each specifically designed to render a small arm inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm. Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.

vi) Local destruction (DEMIL) of small arms is not authorized.

vii) Lost, Stolen or Destroyed (LSD) small arms:

(1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLAI 4140.11.

(2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The State/LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA or SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).

(a) Reimbursement will be within 60-days of the completion of the FLIPL.

(b) Title will never transfer to the recipient regardless of the status of the small arm.

(c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.

(3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall be immediately relinquished/surrendered back to the program.

12) PROGRAM COMPLIANCE REVIEWS (PCR)

a) The LESO shall:

i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a state are compliant with the terms and conditions of the program as required by 10 USC § 2576a, this MOA and any DLA Instructions and manuals regarding the program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.

ii) Conduct PCRs for participating states every 2 years, providing training to the State/LEA as needed.

iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.

iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.

v) Intend to review as much property as possible during a PCR.

(1) The goal is to review 20% of a State's overall small arms inventory.

(2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general property to include non-controlled property (DEMIL code A and Q6).

vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).

vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.

(1) The LESO shall issue corrective actions (with suspense dates) to the state, which will identify what is needed to rectify the identified deficiencies within the State/LEA.

(2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.

(3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the state successfully passes a LESO-conducted PCR.

viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable.

b) The State shall:

i) Assist the LESO as required, prior to, during and upon completion of the PCR.

ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.

iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.

iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The state shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.

v) Coordinate the use of any ECR with the LESO prior to the PCR.

vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO approval or returned to DLA Disp Svcs when deemed no longer needed or serviceable.

vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes).

(1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the state. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.

(2) The State-level (internal) PCR will include, at minimum:

(a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.

(b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.

(c) An inventory of property selected for review at each LEA.

(d) A review of each selected LEA files for the following which may include turn-in/transfer DD Form 1348-1A, ECR, small arm documentation (if any), FLIPL documents (if any), exception to policy letters (if any), approved cannibalization requests (if any), or other pertinent documentation as required.

(3) Request that the LESO suspend or terminate an LEA based on findings during State-level internal PCR or due to non-compliance with terms of this MOA, the SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

(4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the state 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 restriction, suspension, or termination of the State/LEA to the LESO. The SC may suspend or terminate a State/LEA participation in the program at any time for non-compliance.

13) ANNUAL PHYSICAL INVENTORY Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. The annual physical inventory starts July 1st and shall be completed no later than September 30th. DEMIL "A" and "Q6" property records will not be closed during the annual physical inventory period.

a) The LESO shall:

i) Manage all aspects of the annual physical inventory.

ii) Manage all aspects of the annual physical inventory and shall receive, validate (serial numbers and photos), and reconcile certified inventories with the SC/SPOC. Confirmation will be sent to each state when the inventory is reconciled in the property accounting system. This confirmation serves as notification that controlled property within the state has been reconciled in the accountable record.

iii) Recommend suspension of a State/LEA who fails to complete or submit the certified annual physical inventory by September 30th. Further failure to submit the certified annual physical inventory may result in a State/LEA termination. LESO may grant exceptions to the required timelines on a case-by-case basis. When a state is suspended, a Corrective Action Plan (CAP) shall be submitted to the LESO identifying all actions taken to correct the deficiencies.

b) The State shall:

i) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification of property in the property accounting system.

ii) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.

iii) Validate the annual physical inventory certifications submitted by LEAs.

iv) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.

v) Annually certify property is utilized and is within allocation limits IAW this MOA and the SPO.

14) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY Any property identified as LSD on a LEA current inventory, shall be reported to the LESO. A FLIPL (aka the DD Form 200) shall be submitted to the LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.

- a) LSD controlled property shall be reported to the LESO within 24-hours. Program participants may be required to provide additional documentation which may include (but is not limited to): 1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.
- b) LSD property with a DEMIL code of "A" and "Q6" shall be reported to the LESO within 7-days.
- c) The LESO may approve extensions to the reporting requirements on a case-by-case basis.

15) RESTRICTION, SUSPENSION OR TERMINATION Program participants are required to abide by the terms and conditions of this MOA to maintain active program participation status. If a State/LEA fails to comply with any term or condition of this MOA, SPO, DLA Instruction or Manual, federal statute or regulation, the State/LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will be in writing and will identify remedial measures required for reinstatement (if applicable). Suspension-A specified period in which an entire State/LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the State/LEA requirement to return specifically identified controlled property. Suspensions will be for a minimum of 60-days. Termination-The removal of a State/LEA from program participation. The terminated State/LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the State/LEA involved. Restricted Status-A specified period in which a State/LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a State/LEA from all controlled property.

a) State termination-LESO will coordinate with the SC/SPOC to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

b) LEA termination-LESO will coordinate with the SC/SPOC to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

c) In the event of a termination, the State/LEA will make every attempt to transfer the property of the terminated State/LEA to an authorized State/LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the State/LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs.

d) The LESO shall:

i) Suspend a State/LEA for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this MOA. Suspension may lead to termination. LESO shall also issue corrective action guidance to the state with suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. LESO shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. Have final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.

e) The State shall:

i) Initiate corrective action to rectify suspensions or terminations of the State/LEA for non-compliance to the terms and conditions of the program. The state shall also make contact (until resolved) with suspended LEAs to ensure corrective actions are rectified within required timeframes provided by the LESO.

ii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The state will submit all documentation to LESO upon receipt.

iii) Provide documentation to LESO when actionable items are rectified for the State/LEA.

iv) Request that the LESO suspend or terminate an LEA based upon their findings during state-level internal PCR or due to non-compliance with any term of this MOA, the SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

v) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the state 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 restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.

vi) Provide written request to the LESO for reinstatement of a LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

16) RECORDS MANAGEMENT The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include, but are not limited to, the following: DD Form 1348-1A for transfers, turn-ins, requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10.

17) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL REGULATIONS Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.

18) NOTICES Any notices, communications, or correspondence related to this MOA shall be provided by email, the U.S. Postal Service (USPS), express service, or facsimile to the appropriate 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 the state in writing. Unless the state takes immediate action to terminate this MOA, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the state to conform to changes affecting their operations.

19) ANTI-DISCRIMINATION By signing or accepting property, the State/LEA pledges agreement to comply with provisions of the 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 and 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 (DoJ) regulations in 28 CFR Part 41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the state and the DoD.

20) INDEMNIFICATION CLAUSE The State/LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the program. Self-insurance by the State/LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that state and local law generally limit or preclude the State/LEA 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 USG 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 USG control.

21) TERMINATION This MOA may be terminated by either party, provided the other party receives a thirty (30) day notice (in writing) or as otherwise stipulated by Public Law. The undersigned SC 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.

22) AGREEMENT OF PARTIES The parties below agree to enter this agreement as of the last date below:

Title (Print): DLA Disposition Services, Director of Business Support (G)

Name (Print): Mark Aicher

Signature (Sign): 78193 Digitally signed by AICHER.MARK.A.10969 Date: 2021.01.25 16:25:39 -05'00' Date (MM/DD/YYYY): 01252021

Governor-appointed State Coordinator State of UTAH

Title (Print): Program Manager Surplus Property LESO/1122 State Coordinator

Name (Print): Dan R Martinez

Signature (Sign):  Date (MM/DD/YYYY): 03/10/2021