MEMORANDUM OF

AGREEMENT

BETWEEN THE

DEFENSE LOGISTICS AGENCY

(Through the DLA Disposition Services,

Law Enforcement Support Office)

AND

THE STATE/TERRITORY OF UTAH

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/Territory of UTAH, 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 Federal and State/Territory 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 or border security activities, under such terms prescribed by the Secretary. The Secretary of Defense has delegated authority for management of this program to the DLA. DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State/Territory, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is known as the Law Enforcement Support Program and commonly referred to as the "LESO Program" or "1033 Program" and is administered by DLA Disposition Services, LESO.

III. GENERAL TERMS AND CONDITIONS

A. All property is transferred and recipient agrees to accept property on an as-is, where-is basis. The DLA has final authority to determine the type, quantity, and allocation ofexcess DoD personal property suitable for law enforcement activities.

B. This agreement creates no entitlement to the State or Territory to receive excess DoD personal property. DLA retains the right to recall any property during the period that it is conditionally transferred.

C. Property made available under this agreement is for the use of authorized program participants only. Authorized participants who receive property from the LESO Program will not loan, donate, or otherwise provide property to other groups or entities that are not otherwise authorized to participate in the Program. Authorized participating agencies may, with prior approval from the State/Territory on a temporary basis, conditionally loan property to another participating agency as their mission requires, utilizing an Equipment Custody Receipt (ECR). Property temporarily loaned will be returned to the LEA responsible for the accountability. All requests for property will be based on bona fide law enforcement requirements.

D. Controlled property (equipment) includes any property that has a Demilitarization (DEMIL) Code of B, C, D, E, F, G, and Q3.

To receive such property, on an annual basis the LEA shall certify:

1) That it has obtained the authorization of the relevant local governing body authority (city council, mayor, etc.).

2) That it has adopted publicly available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies.

3) That it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property.

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

F. Upon approval of written requests, cannibalization may be performed on approved aircraft, armored vehicles, and High Mobility Multipurpose Wheeled Vehicles (HMMWVs). Requests will be submitted in writing to the LESO for approval. The cannibalized end item will be returned to DLA Disposition Services within the allotted timeframes determined by the LESO.

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

H. Property with a DEMIL Code of "A" and "Q" with an Integrity Code of "6" (Q6) is also conditionally transferred to the State/Territory/LEA, yet controlled for one (1) year from the ship date. However, after one (1) year from the ship date, the DLA will relinquish ownership and title to the State/Territory/LEA. Prior to this date, the State/Territory/LEA remains responsible for the accountability and physical control of the item(s) and the Program retains the right to recall the property.

1) Property with DEMIL Codes of "A" and "Q6" will be placed in a closed status on the LEA's LESO inventory upon meeting the one year mark.

2) Once closed, the property is no longer subject to the annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

3) Ownership and title of DEMIL "A" and "Q6" items that have been closed will pass from the DoD to the LEA one year from the ship date, without issuance of any further documentation.

4) LEAs receive title and ownership of DEMIL "A" and "Q6" items as governmental entities. Title and ownership of DEMIL "A" and "Q6" 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/Territory and local laws that govern public property. Sales or gifting of DEMIL"A" and "Q6" property after one year from the ship date in a manner inconsistent with State/Territory or local law may constitute grounds to deny future participation in the LESO Program.

5) An SF 97 form will be provided upon physical transfer for vehicles. Recipients are authorized to make upgrades to vehicles during the one (1) year conditional period. Full title to DEMIL "A" and "Q6" property, including vehicles, will vest in the recipient after one (1) year if all other requirements of this agreement have been met. After the one (1) year period DEMIL "A" and "Q6" items may be transferred, cannibalized for usable parts, sold, donated or scrapped.

I. States/Territories and LEAs are not authorized to transfer any property on their inventory without LESO notification and approval. Property will not physically move until the LESO approval process is complete.

J. Certain controlled equipment will have a documented chain of custody (i.e. Equipment Custody Receipt [ECR] or equivalent), including a signature of the recipient. Controlled equipment requiring a chain of custody are: small arms, aircraft, high profile vehicles, optics, robots, and small arm's parts/accessories. It is encouraged to utilize ECRs for all controlled equipment. Regarding ECRs during a LESO PCR see section VII, A, 4.

K. The Program will 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 Program.

L. Sale or transfer of DEMIL Codes "A" or "Q6" property after the one (1) year conditional holding and utilization period to non-LEA participants will be executed in compliance with U.S. Export Control Regulations.

1) Excess personal property may be export-controlled, regardless of the assigned DEMIL Code and regardless of the Department or Agency that donates the property.

2) DEMIL Codes are not a substitute for export controls. They do not provide information on the export control requirements for an item.

3) The Transferee is responsible for complying with U.S. Export Control Laws and Regulations, including the Export Administration Regulations (EAR) (15 CFR Parts 730-774) and the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130).

    a) This responsibility exists independent of, and is not established or limited by, the information provided in this statement of compliance.

    b) The responsibility includes, but is not limited to, determining the subsequent transferee's eligibility to receive such items in accordance with U.S. Export Control Laws and Regulations.

    c) Information on the EAR and ITAR is at: https://www.bis.doc.gov/index.php and https://www.pmddtc.state.gov/index.html.

    d) Tips:

        i. If Transferee has doubts about which regulation governs control of the item, they may submit a commodity jurisdiction request to the Department of State, Directorate of Defense Trade Controls to determine whether it is subject to the ITAR or EAR. Information on commodity jurisdiction requests can be found at: http://www.pmddtc.state.gov/commodity_jurisdiction/index.html.

        ii. If Transferee is sure the item is subject to the EAR, but needs help determining the correct Export Control Classification Number (ECCN), they may submit a commodity classification request to the Department of Commerce, Bureau of Industry and Security (BIS). Information on classification requests can be found at: https://www.bis.doc.gov/index.php/licensing/commerce-control-list-classification/classification-request-guidelines

        iii. For items subject to the EAR: Transferee is cautioned that prior to sale or transfer of items they should be familiar with their customer and intended end use of the items. Transferees will check prospective Transferees/buyers to ensure they are not on the Department of Commerce List of Parties of Concern (https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern) and the transfer/sale complies with the EAR, including 15 CFR Part 736. BIS Export Compliance Guidelines are at: https://www.bis.doc.gov/index.php/forms-documents/pdfs/1641-ecp/file

4) The Transferee will notify all subsequent purchasers or Transferees in writing, of their responsibility to comply with U.S. Export Control Laws and Regulations.

5) *Definition.* "Export-controlled items," as used in this statement of compliance, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:

   a) "Items," defined in the EAR 15 CFR 772.1. as "commodities", "software", and "technology."

   b) "Defense Articles, Defense Services, and related Technical Data" defined in the ITAR, 22 CFR Part 120.

IV. STATE COORDINATOR APPOINTMENT

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

B. State Coordinator appointment letters will 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, as requested.

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 (SPOCs). The SPOC appointment letters will be updated within ninety (90) days of any change of the State Coordinator. If all authority is being delegated it should be explicitly stated in the delegation letter.

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; inventory requirements; and have a full understanding of the DLA MOA to be signed.

E. The State/Territory shall:

1) Ensure the LESO has current and accurate signed appointment letters for the State Coordinator and SPOCs. Contact information for State Coordinators and SPOCs shall also 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 (SPO) for their State/Territory. The SPO will be signed by the current Chief Law Enforcement Official (CLEO) within ninety (90) days of their appointment.

V. ENROLLMENT

A. An LEA will 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. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/academies may be authorized to participate in the program given the primary function is the training of bona fide State/Territory and Local law enforcement officers. Law Enforcement training facilities/academies will be reviewed and approved for participation on a case-by-case basis via concurrence of DLA Disposition Services, DLA General Counsel, and DLA J349.

B. Unauthorized Participants. Nongovernmental law enforcement entities such as private railroad police, private security, private academies, correctional departments and prisons, or security police at private schools or colleges. Fire departments, by definition, are ineligible for the Law Enforcement Support Program.

C. The LESO shall:

1) Establish and implement the 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/Territories currently enrolled in the LESO Program.

3) Collect originating agency identifier code for all new, reactivation (whether voluntary separation or termination), and otherwise suspicious applications. Originating agency identifier will be coordinated with DLA Office of the Inspector General (OIG) for validation against the Federal Bureau of Investigation's National Crime Information Center database.

D. The State/Territory shall:

1) Ensure only authorized LEA applications for participation are submitted to the Program for approval. Applications are required by the LESO Standard Operating Procedures (SOP) to be submitted within thirty (30) days of both the CLEO's and the State/Territory's approved signature and date.

2) Validate the authenticity of the LEAs within their State/Territory that are applying for participation. If the State/Territory forwards an unauthorized participant application, this may result in a formal suspension of the State/Territory.

3) Determine the qualifications of a full-time law enforcement officer.

4) Have sole discretion to disapprove LEA applications on behalf of the Governor of their State/Territory. The LESO should be notified of any applications disapproved at the State/Territory level. The State/Territory will only forward and recommend/certify LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State/Territory, 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 the States/Territories.

5) Ensure LEAs enrolled in the Program update the LEA's account information annually, or as needed. This may require the LEA to submit an updated application. Updated applications are required to be submitted for, but are not limited to, the following reasons: a change in CLEO, the addition or removal of a screener, and/or a change in the LEA's address or contact information.

6) Provide a comprehensive overview of the Program to all LEAs once they are approved for enrollment. This comprehensive overview will be done within thirty (30) days of an LEA receiving the LESO's approval to participate.

7) Ensure that screeners of property are employees of the LEA. A screener may only screen property for two Law Enforcement Agencies. Contractors may not conduct screening on behalf of the LEA.

8) Ensure at least one person per LEA maintains access to the Federal Excess Property Management Information System (FEPMIS), or current property accounting system. Account holders will 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/Territory is required to conduct an annual physical inventory certification of all property on the inventory. Annual inventories start on October 1 of each year and end January 31 of each year.

1) DEMIL "A" and "Q6" property records will not be closed during the annual inventory.

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 aircraft, armored vehicles, small arms and other unique items, as required.

3) Send confirmation to each State Coordinator when a State's/Territory's inventory is reconciled in the LESO property accounting system. This will serve as the State's/Territory's confirmation that DLA controlled property within his/her State/Territory has been reconciled in the accountable record.

4) Suspend an entire State/Territory or LEA as a result of a State's/Territory's or LEA's failure to properly submit certified inventories, according to the aforementioned requirements.

C. The State/Territory shall:

1) Ensure LEAs complete and certify the annual physical inventory as required.

2) Ensure LEAs provide annual certifications for continued participation in the program as required in Section III. D above. The State/Territory will validate and verify the annual certifications submitted by LEAs.

3) 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/Territory to submit certified inventories for their entire State/Territory 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 DLA LESO Program property in their possession and submit their certified inventories to their State/Territory.

b) In addition to the certified inventories, the LESO requires photographs for all High-Profile property identified as aircraft, armored vehicles, small arms, and other unique items as required, received through the Program.

i. The LESO requires a side and data plate photo for aircraft and vehicles that are serial number controlled, received through the LESO Program.

ii. The LESO requires serial number photos for each small arm received through the Program.

c) States/Territories that fail to submit the certified annual inventory by January 31 may be suspended from operations within the LESO Program. When a State/Territory is suspended, a Corrective Action Plan (CAP) will need to be submitted to the LESO identifying all actions taken to correct the deficiencies. Further failure to submit the certified annual inventory may result in a State/Territory termination.

4) Ensure LEAs are aware that High-Profile Commodities (aircraft, armored vehicles and small arms) and other property may be subject to additional controls.

5) Ensure that an approved current SPO is uploaded in FEPMIS for each participating LEA.

VII. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a PCR for each State/Territory that is enrolled in the LESO Program every two (2) years. The Program reserves the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/Territory. LESO PCRs are performed in order to ensure that State Coordinators, SPOCs, and all LEAs within a State/Territory are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instruction and Manuals regarding the LESO Program, and this MOA.

1) If a State/Territory 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/Territory.

2) If a State/Territory and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the Program operations within the State/Territory and/or LEA.

3) States/Territories which fail a program compliance review will be suspended for a minimum of sixty (60) days and will not be reinstated until DLA conducts a re-inspection on the State/Territory and the State/Territory successfully passes the inspection.

4) During a LESO PCR, it is the Program's intent to physically inventory 100% of property selected for review at each LEA. The use of ECRs in lieu of physical inspection is discouraged during PCRs.

B. The State/Territory shall:

1) Support the LESO PCR process by:

a) Coordinating and forwarding completed PCR daily events schedule to the selected LEAs to be reviewed.

b) Contacting LEAs selected for review via phone and email to ensure they are aware of the PCR schedule and prepared for review.

c) Receiving inventory selections from the LESO and forwarding them to the selected LEAs.

d) Ensuring the LEA Points of Contact (POCs) gather the selected items in a central location to ensure the LESO can efficiently inventory the items.

e) Providing additional assistance to the LESO as required, prior to, during, and upon completion of the PCR.

2) Conduct internal PCRs of LEAs participating in the Program in order to ensure accountability, program compliance, program eligibility and validate annual inventory

submissions are accurate. The State/Territory will ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his/her State/Territory is completed annually. Results of internal PCRs will be kept on-file at the State Coordinator's Office.

a) The internal PCR will include, at minimum:

i. A review of the SPO signed by both parties, ensuring that the SPO is uploaded into the Station Management Utility within FEPMIS.

ii. A review of the LEA's application/screener letter.

iii. A physical inventory of DLA LESO Program property selected for review at each LEA.

iv. 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.

v. Review and confirm authenticity and eligibility of the LEA.

b) For uniformity purposes, the State/Territory shall utilize a PCR checklist provided by the LESO, or equivalent.

c) In cases that require a repossession or turn-in of property, the State/Territory and/or LEA will bear all expenses related to the repossession and/or turn-in/transfer of DLA LESO Program property to the appropriate DLA Disposition Services site.

VIII. STATE PLAN OF OPERATION

A. The LESO shall:

1) Identify, establish, and issue minimum criteria to be included in the SPO.

2) Approve SPOs for each State/Territory as required.

B. The State/Territory shall:

1) Establish and submit to the LESO, a SPO developed in accordance with Federal and State/Territory law, and conforming (at minimum) to the provisions of the DLA Instruction 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/Territory believes is sufficient to manage the LESO Program within their State/Territory.

b) The SPO will address procedures for making determinations of LEA eligibility, allocation, equitable distribution of material, accountability and responsibility concerning excess DoD personal property, inventory requirements, training and education, State/Territory-level internal PCRs, and procedures for turn-in, transfer, and disposal.

2) Enter into written agreement with each LEA, via the LESO approved SPO, to ensure the LEA fully acknowledges the terms, conditions, and limitations applicable to property transferred pursuant to this agreement. The SPO will be signed by the CLEO, or assigned designee of the respective LEA, and the current State Coordinator.

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

A. All property Lost, Stolen or Destroyed (LSD), carried on a LEA's current inventory, will be reported to the LESO.

1) LSD controlled property will be reported to the LESO within twenty-four (24) hours. The LEA may be required to provide the following:

a) A comprehensive police report.

b) A National Crime Information Center (NCIC) report/entry.

2) The State/Territory will provide the contact information for the Civilian Governing Body over the LEA involved, to include: Title, Name, Email and mailing address.

3) LSD property with a DEMIL Code of "A" and "Q6" will be reported to the LESO within seven (7) days.

4) All States/Territories/LEAs participating in the program will agree to cooperate with investigations into LSD by the DLA OIG.

5) A DD 200 form, Financial Liability Investigation for Property Loss (FLIPL) will be required to be submitted to the LESO for all unaccounted for property.

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. The SPO will 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 will request authorization to transfer or turn-in small arms. Transfers and turn-ins will be forwarded and endorsed by the State/Territory and approved by the LESO. Small arms will not physically move until the LESO provides official notification that the approval process is complete.

When returning small arms to Anniston Army Depot, LEAs are required to:

1) Provide the 1348-1A turn in document that has been approved through the LESO.

2) Provide an appointment letter signed by the CLEO, or their designee, appointing the certifier and verifier to that position (found on the LESO website).

3) Provide the inert certificate that has been signed by a qualified certifier and verifier.

4) Insert a flag safety or chamber flag into the chamber for visual verification that the small arm is clear of ammunition.

5) The aforementioned documentation will be placed in a packing slip affixed to the outside of the shipping container. A duplicate set of documents will be placed inside the shipping container.

C. Small arms that are issued will 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, specified serial number(s). Small arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt; this Custody Receipt obtains the signature of the officer/deputy responsible for the small arm.

D. Modifications to small arms are authorized. All parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposal. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.

E. Weapon Accountability. Law enforcement agencies that have multiple instances of a missing, lost, or stolen LESO Program small arm within a five (5) year window will be assessed by DLA Disposition Services to determine if a systemic problem exists.

1) First Instance of Loss/theft: Will result in a sixty (60) day minimum suspension.

2) Second Instance of Loss/theft: Will result in a one hundred and eighty (180) day minimum suspension.

3) Third Instance of Loss/theft: Will result in a two hundred and forty (240) day minimum suspension. DLA Disposition Services will submit a formal assessment presenting all the facts of the instances of loss, relevant data, and evidence as to whether a systemic problem exists to DLA J34 for review and coordination. DLA Disposition Services will recommend potential disciplinary actions which could include recalling the agency's loaned small arms or termination from the Program.

F. Aircraft and small arms 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 and will be returned to the LESO at the end of their useful life.

XI. RECORDS MANAGEMENT

A. The LESO, State Coordinator, and LEAs enrolled in the Program will 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 property records will be retained.

1) Property records for items with DEMIL Codes of "A" and "Q6" will 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 will 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 will be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material/Hazardous Waste).

4) LESO Program files will be segregated from all other records.

5) All property records will 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 for approved requests for transfers, turn-ins, requisitions, and any other pertinent documentation and/or records associated with the LESO Program (i.e. 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).

XII. LESO PROGRAM ANNUAL TRAINING

A. 10 USC § 280 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/Territory (including law enforcement personnel of the political subdivisions of each State/Territory). The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD.

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

XIII. PROPERTY ALLOCATION

A. The LESO Shall:

1) Upon receipt of a valid LEA request for property through the DLA Disposition Services RTD Website, give a preference to those requisitions 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/Territory/LEA inventory and State/Territory/LEA justification for property.

2) 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 based on the justification provided by the LEAs. Currently, the following allocation limits apply:

    a) Small Arms: one (1) of each type for every qualified officer, full-time/part-time.

    b) HMMWVs/Up-Armored HMMWVs: one (1) vehicle for every three (3) officers.

    c) MRAPs/Armored Vehicles: two (2) vehicles per LEA.

    d) Robots: one (1) of each type for every twenty-five (25) officers.

3) Additional justification may be required for small arms and armored vehicles. 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/Territory shall:

1) Ensure LEAs submit appropriate justifications when requesting excess DoD property via the DLA Disposition Services RTD Website.

2) Access the LESO website 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 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 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/Territory/LEA inventory and LEA justifications 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 review/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/Territory 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 will be employees of the LEA.

10) Assist the LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.

11) Conduct monthly reconciliations of State/Territory property records.

XIV. PROGRAM SUSPENSION & TERMINATION

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

B. If a State Coordinator or LEA fails to comply with any terms of the DLA MOA, Federal statute or regulation, SPO, or a State MOA, the State and/or LEA may be placed on restricted status, suspended, and/or terminated from the Program. All suspension or termination notifications will be in writing and will identify remedial measures required for reinstatement, if applicable.

1) Suspension: A specified period of time in which an entire State/Territory or identified LEA(s) is prohibited from requesting and receiving additional property through the Program. Additional requirements for remedial action may also be placed on suspended activities, to include return of all or specifically identified controlled property. Suspensions will be for a minimum of sixty (60) days.

2) Termination: Removal of a LEA or state from participating in the Program. The State Coordinator and/or identified LEAs will transfer or turn-in all controlled property previously received through the Law Enforcement Support Program at the expense of the State and/or the LEAs.

3) Restricted Status: A specified period of time in which a State/Territory or LEA is restricted from receiving an item or commodity due to isolated issues with the identified commodity. Restricted status may also include restricting an agency from all controlled property. Restricted status is commonly used for agencies that have active consent decrees from the Department of Justice.

C. The LESO shall:

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

2) Have 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 Coordinators with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.

4) Require the State/Territory to submit results regarding all completed police investigations and/or reports regarding LSD DLA LESO Program property to include the LEA's CAP.

5) Suspend or terminate a State/Territory from the LESO Program if a State/Territory and/or LEA fail to comply with any term of this MOA, the DLA Instruction and Manuals regarding the LESO Program, any Federal statute or regulation, or the SPO.

D. The State/Territory shall:

1) In the event of a State/Territory and/or LEA termination, make every attempt to transfer the DLA LESO Program property of the terminated State/Territory/LEA to an authorized State/Territory or LEA, as applicable, prior to requesting a turn-in of the property to the appropriate DLA Disposition Services location.

    a) In cases of a State/Territory termination, the State/Territory will have one hundred and twenty (120) days to complete the transfer or turn-in of all DLA LESO Program property in their State/Territory.

    b) In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all DLA LESO Program property in their possession.

2) Notify the LESO and initiate an investigation into any questionable activity or action involving DLA LESO Program property issued to an LEA that comes to the attention of the State/Territory, and is otherwise within the authority of the Governor/State/Territory 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. States/Territories, 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 SPO.

4) Request that the LESO suspend LEA(s) and/or LEA POC(s) from within their State/Territory based upon their findings during internal program compliance reviews at the State/Territory level.

5) Implement State/Territory level LEA suspensions and notify the LESO 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 SPO.

6) Initiate corrective action to rectify suspensions and/or terminations placed upon the State/Territory for failure to meet the terms and conditions of the LESO Program.

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

8) Require the LEAs to complete and submit results regarding all completed police investigations and/or reports regarding LSD DLA LESO Program property. The State/Territory will submit all documentation to the LESO upon receipt.

9) Provide documentation to the LESO when actionable items are rectified for the State/Territory and/or LEA(s).

10) Provide a written request to the LESO for reinstatement of an LEA via the State Coordinator or SPOC(s) for full participation status at the conclusion of a suspension period.

11) Provide a written request to the LESO for reinstatement of the State/Territory, via the Governor, for full participation status at the conclusion of a suspension period.

XV. AMMUNITION

A. DLA in support of the United States Army will aid in allocating ammunition to LEAs.

1) U.S. Army will issue approved transfers directly to the LEA. LEAs are responsible for funding all costs associated with the packing and shipping of ammunition and will make reimbursements directly to the U.S. Army.

2) All ammunition obtained via the Law Enforcement Support Program will be for training purposes only. At the time of request, LEAs will certify in writing that the ammunition will be used for training purposes only. Ammunition will not be obtained for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained through the Program shall not be sold.

3) Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during compliance reviews.

4) DLA Disposition Services will track and preserve necessary records of ammunition transferred to a LEA and will post all agency requests, approvals, and denials on the public web-page.

XVI. 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 are the sole responsibility of the State/Territory and/or LEA.

XVII. 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 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 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.

XVIII. ANTI-DISCRIMINATION

A. By signing this MOA, or accepting excess DoD personal property under this MOA, the State/Territory 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/Territory and the DoD.

XIV. INDEMNIFICATION CLAUSE

A. The State/Territory/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 LESO Program. Self-insurance by the State/Territory/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/Territory and local law generally limit or preclude State Coordinators/LEAs from agreeing to open ended indemnity provisions. However, to the extent permitted by State/Territory and local laws, the State/Territory/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/Territories, local and interstate bodies, in any manner caused by or contributed to by the State/Territory/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/Territory/LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

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

XX. 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 maybe grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

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

Dan R Martinez		09/19/2018
Type/Print State Coordinator Name	State Coordinator Signature	Date (MM/DD/YYYY)
MARK A. AICHER		09/19/2018
Type/Print DLA Disp Svcs J-4 Director	DLA Disp Svcs J-4 Director Signature	Date (MM/DD/YYYY)