AGREEMENT BETWEEN

THE DEFENSE LOGISTICS AGENCY

AND

THE STATE OF WEST VIRGINIA

I. PURPOSE

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

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to Federal and State Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with emphasis on counter-drug/counter-terrorism activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the DLA in determining whether property is suitable for use by agencies in law enforcement activities. DLA defines law enforcement activities as activities performed by government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

III. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

1. Property with DEMIL Codes of "A" and "Q" (with Integrity Code of 6) will be systematically archived upon meeting the one year mark and will no longer be on the LEA inventory. Prior to this property being archived, the State and/or LEAs are still responsible for the accountability and physical control of the item (s).

2. Archived property is not subject to annual inventory requirements, and will not be inventoried during a DLA Disposition Services LESO Program Compliance Review (PCR).

3. The State and/or LEA may dispose or sell DEMIL "A" and "Q" (with Integrity Code of 6) items that have been archived from the property book, in accordance with applicable Federal, State and local laws.

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

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

IV. STATE COORDINATOR APPOINTMENT

A. Only Governor-appointed State Coordinators are authorized to enter into this Agreement, and operate the LESO Program at the State level on behalf of their respective State.

B. State Coordinator appointment letters must be updated within 60 days of any change of Governor or Coordinator. The DLA Disposition Services LESO Program manager may grant an extension to this requirement on a case-by-case basis.

C. Once appointed, the State Coordinator may choose to name and delegate all or a portion of their authority to authorized State Points of Contact (SPOC). Appointment letters from the State Coordinator, authorizing a SPOC(s) must be on file with the DLA Disposition Services LESO. SPOC(s) appointment letters must be updated within 30 days of any change of State Coordinator.

D. The DLA Disposition Services LESO Shall:

1. Maintain a current and accurate list of all State Coordinators and all SPOCs.

2. Provide a comprehensive overview of the LESO Program to all State Coordinators prior to or within thirty (30) days of their appointment as State Coordinator.

3. Ensure State Coordinators are trained in the use of the DLA Disposition Services Reutilization, Transfer and Donation (RTD) Website, the DLA Disposition Services LESO property accounting system, procedures to search for, identify, and request property, turn-in procedures, transfer procedures and inventory requirements.

E. The State Shall:

1. Ensure the DLA Disposition Services LESO has a current and accurate listing of the State Coordinator and State POC(s).

2. Ensure LEAs acknowledge the responsibilities inherent to LESO Program enrollment and adhere to the requirements outlined within the DLA Disposition Services LESO-approved, State Plan of Operation for their State.

V. ENROLLMENT

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

B. The DLA Disposition Services Shall:

1. Establish and implement LESO Program eligibility criteria in accordance with 10 USC § 2576a, the DLAI 1111, and this MOA.

2. Receive and process applications for participation from LEAs in States currently enrolled in the LESO Program.

C. The State Shall:

1. Ensure only authorized LEA applications for LESO Program enrollment are submitted to the DLA Disposition Services LESO for approval.

2. Receive and approve/disapprove applications for participation by a LEA in the LESO Program. The State Coordinator will only certify LEAs that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension.

3. Ensure agencies enrolled in the LESO Program update the agency account information annually. Annual update is defined as 365 days from initial date of enrollment and/or last update.

4. Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment.

VI. ANNUAL INVENTORY REQUIREMENT

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

B. The DLA Disposition Services Shall:

1. Receive and validate incoming certified inventories and reconcile inventories with the State Coordinator/SPOC.

2. Ensure LEAs provide serial numbers identified in annual inventory process for inclusion in the DLA Disposition Services property accounting system, for Aircraft, Watercraft, Tactical Vehicles and Weapons and other unique items, as required.

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

4. Suspend an entire State, or LEA, as a result of a State or LEA failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

C. The State Shall:

1. Ensure LEAs complete the annual physical inventory as required.

2. Ensure LEAs provide serial numbers identified in annual inventory process for inclusion in the DLA Disposition Services property accounting system, for Aircraft, Watercraft, Tactical Vehicles and Weapons and other unique items, as required.

3. Validate and certify the accountability of all controlled property received through the LESO Program annually with each LEA, by having them conduct and certify a physical inventory. State Coordinators must adhere to additional annual certification requirements as identified by the DLA Disposition Services LESO. All inventories and certification statements will be maintained on file indefinitely.

a. The DLA Disposition Services LESO requires each State Coordinator to submit certified inventories for their entire State by January 31st of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEAs three months to physically inventory LESO Program property in their possession, and submit their certified inventories to their State Coordinators.

b. In addition to the certified inventories, the DLA Disposition Services LESO requires photographs for all Aircraft, Watercraft and Tactical Vehicles, and Weapons received through the LESO Program.

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

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

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

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

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

VII. PROGRAM COMPLIANCE REVIEWS

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

1. If a State and/or LEA fails a PCR, the DLA Disposition Services LESO will immediately suspend their operations, and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within his/her State and/or LEA.

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

B. The State Shall:

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

a. Coordinating the PCR daily events schedule, according to the list of LEAs selected for review provided by the DLA Disposition Services LESO. Forward completed PCR daily events schedule to the DLA Disposition Services LESO.

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

c. Receiving inventory selection from the DLA Disposition Services LESO. The LEA POCs shall gather the selected items in a central location, to ensure the DLA Disposition Services LESO can efficiently inventory the items.

d. Providing additional assistance to the DLA Disposition Services LESO as required, prior to and during the course of the PCR.

2. Conduct internal Program Compliance Reviews of LEAs participating in the LESO program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. The State Coordinator must ensure an internal PCR of at least 5% of LEAs that have a property book from the DLA LESO Program within

his/her State is completed annually. Results of internal PCRs in terms of LEA non-compliance with terms and conditions of the LESO Program must be kept on-file at the State Coordinator's Office.

a. The internal PCR will include, at minimum:

(1) A review of each selected LEA's LESO Program files.

(2) A review of the signed State Plan of Operation (SPO).

(3) A review of the LEA application and screeners letter.

(4) A physical inventory of LESO Program property at each selected LEA.

(5) A specific review of each selected LEA's files for the following: DD Form 1348-1A for each item currently on inventory, weapons documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), DRMS Form 103s, and other pertinent documentation as required.

b. The State and/or LEA will bear all expenses related to the repossession and/or turn-in of LESO Program property to the nearest DLA Disposition Service site.

VIII. STATE PLAN OF OPERATION (SPO)

A. The DLA Disposition Services LESO Shall:

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

2. Receive and approve SPOs for each State on a bi-annual basis.

B. The State Shall:

1. Establish and submit to the DLA, a State Plan of Operation (SPO), developed in accordance with Federal and State law and conforming (at minimum) to the provisions of the DLAI 1111 and this MOA.

a. The SPO will include detailed organizational and operational authority including staffing, budget, facilities and equipment that the State believes is sufficient to manage the LESO Program within their State.

b. The SPO must address procedures for making determinations of LEA eligibility, allocation and equitable distribution of material, accountability and responsibility concerning excess DOD personal property, inventory requirements,

training and education, State-level internal Program Compliance Reviews (PCR), and procedures for turn-in, transfer, and disposal.

2. Enter into written agreement with each LEA, via the DLA Disposition Services-approved State Plan of Operation, to ensure the LEA fully acknowledges the terms, conditions, and limitations applicable to property transferred pursuant to this agreement. The State Plan of Operation must be signed by the Chief Law Executive Officer, or signed designee, of the respective LEA and the current State Coordinator.

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

4. If operating as a TDP, create and implement a comprehensive TDP Plan of Operation, approved by the DLA Disposition Services LESO, to conduct operations in accordance with regulations of the LESO Program. Maintain TDP Authorization Letter and TDP Plan of Operation on file.

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

A. All property missing, lost, stolen, damaged, or destroyed must be reported to the DLA Disposition Services LESO.

1. Excess DOD personal property with a Demilitarization Code of B C, D, E, F, G and Q (with an Integrity Code of 3) must be reported to the DLA Disposition Services LESO within twenty-four (24) hours.

2. Excess DOD personal property with a Demilitarization Code of A, or Q (with an Integrity Code of 6) must be reported to the DLA Disposition Services LESO within seven (7) days.

3. All reports are subject to the DLA Office of the Inspector General (OIG) inspection.

B. The DLA Disposition Services LESO may grant extensions to the reporting requirements listed above, on a case by case basis.

X. AIRCRAFT AND WEAPONS

A. Aircraft (fixed wing and rotary wing), may be transferred to the State for its use in law enforcement activities. The State Plan of Operation must ensure that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.

Additionally, the following conditions apply:

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

B. LEAs no longer requiring LESO Program weapons must request authorization to transfer or return weapons. Transfers and turn-ins of weapons must be approved by the State Coordinator and the DLA Disposition Services LESO. Weapons will not physically move until the approval process is complete. Weapons that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he/she has received the appropriate weapon(s) with the correct, specific serial number(s).

XI. RECORDS MANAGEMENT

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

1. Property records for items with DEMIL codes of A and Q (with a DEMIL Integrity code of 6) must be retained for two calendar years (CY) from approval date, and then may be destroyed.

2. Property records for items with DEMIL codes of B, C, D, E, F, G and Q (with a DEMIL Integrity code of 3) must be retained for 5 years or for the life span of the property, whichever is longer.

3. Environmental Property records must be retained for fifty years, regardless of DEMIL Code (Chemicals, batteries, Hazardous Material/Hazardous Waste).

4. LESO Program files must be segregated from all other records.

5. All property records must be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to the following: DRMS Form 103, DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

XII. LESO PROGRAM ANNUAL TRAINING CONFERENCE

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

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

C. The State shall ensure at least one representative, ie. the State Coordinator or SPOC (s) attend the DLA Disposition Services LESO Annual Training Conference.

XIII. PROPERTY ALLOCATION

A. The DLA Disposition Services LESO Shall:

1. Maintain an accessible website that will provide timely and accurate guidance, information, and links for all individuals who work or have an interest in the LESO Program.

2. Upon receipt of a valid State/LEA request for property through the DLA Disposition Services RTD Website, ensure fair and equitable distribution of property to the greatest extent possible based on current State/LEA inventory and State/LEA justification for property. Generally no more than one of any item per officer will be allocated.

3. The DLA Disposition Services LESO reserves the right to determine and/or adjust allocation limits.

4. The DLA Disposition Services LESO reserves final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DoD property.

B. The State Shall:

1. Ensure LEAs submit appropriate justifications when requesting excess DoD property via the LESO Program, and will ensure LESO Program property will be used for law enforcement purposes only within his/her State.

2. Access the DLA Disposition Services LESO Website on a weekly basis for timely and accurate guidance, information, and links concerning the LESO Program and ensure that all relevant information is passed on to participating LEAs.

3. Encourage and assist LEAs in the use of electronic screening of property via the DLA Disposition Services RTD Web.

4. Upon receipt of a valid LEA/State request for property, submit requests that ensure fair and equitable distribution of property to the greatest extent possible based on current State/LEA inventory and State/LEA justification for property. Generally no more than one of any item per officer will be allocated.

5. Maintain access to the DLA Disposition Services RTD Website to approve/ disapprove transfer, turn-in, and disposal requests from an LEA or to generate these requests at the State level and forward all approvals to the DLA Disposition Services LESO for action.

6. Assist the LEAs with enrollment, property request, transfer, turn-in, and disposal procedures.

7. Review property requests in the DLA Disposition Services RTD Website and property receipts and conduct monthly reconciliations of property records.

8. Access the DLA Disposition Services RTD Web at a minimum of once daily (Monday thru Friday) to process LEAs requests for excess DoD property.

XIV. PROGRAM SUSPENSION & TERMINATION

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

B. The DLA Disposition Services LESO shall:

1. Suspend States/LEAs in all situations relating to the suspected or actual abuse of LESO Program property or requirements, and/or repeated failure to meet the terms and conditions of the DLA Disposition Services LESO MOA. Suspension may lead to TERMINATION.

2. The DLA Disposition Services LESO Program Manager has final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.

3. Issue corrective action guidance to State Coordinator with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.

4. Require the State to submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damage LESO Program property.

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

C. The State Shall:

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

a. In cases of a State termination, the State Coordinator will have 120-days to complete the transfer or turn-in of all LESO Program property in their State.

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

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

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

3. Request that DLA Disposition Services LESO suspend LEA (s) and/or LEA POC (s) from within their State, based upon their findings during internal program compliance reviews and/or spot checks at the State level.

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

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

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

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

8. Request reinstatement via the State Coordinator or SPOC(s) to full participation status at the conclusion of a suspension period.

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

C. The State Shall:

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

a. In cases of a State termination, the State Coordinator will have 120-days to complete the transfer or turn-in of all LESO Program property in their State.

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

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

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

3. Request that DLA Disposition Services LESO suspend LEA (s) and/or LEA POC (s) from within their State, based upon their findings during internal program compliance reviews and/or spot checks at the State level.

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

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

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

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

8. Request reinstatement via the State Coordinator or SPOC(s) to full participation status at the conclusion of a suspension period.

XV. COSTS & FEES

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

XVI. NOTICES

Any notices, communications or correspondence related to this agreement shall be provided by the United States Postal Service, express service, or facsimile to the cognizant DLA office. The DLA Disposition Services LESO, may, from time to time, propose modifications or amendments to the provisions of this MOA. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVII. ANTI-DISCRIMINATION

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

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

2. On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.

3. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 U.S.C. 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

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

XVIII. INDEMNIFICATION CLAUSE

A. To the extent permitted by law, the State Coordinator/LEA shall indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any

person subject to its control while in, upon or about the sale site and/or the site on which the property is located, or while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from U.S. Government control. The State will maintain or assure that the LEA maintains adequate insurance to cover damages or injuries to persons or property relating to the use of the property. Self-insurance by the State/LEA is considered acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of the property.

XIX. TERMINATION

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

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

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

C. R. "Jay" Smithers, Superintendent

Type/Print State Coordinator Name

Colonel C. R. "Jay" Smithers

State Coordinator Signature

Oct. 21, 2013

Date (MM/DD/YYYY)

Tina Aldrich

Type/Print DLA Disposition Services J-4 Director

DLA Disposition Services J-4 Director Signature

10/31/2013

Date (MM/DD/YYYY)

XXI. ADDENDUM

A. As of July 1, 2014, the DLA LESO has implemented policy and procedural changes which place additional controls on certain excess DOD property with Demilitarization codes of A and Q (with an Integrity Code of 6). These items will be subsequently referred to as, "National Security Exemption (NSE) restricted DEMIL A and Q6 items". Section III-General Terms and Conditions, § G-H, has been amended via Section XXI-Addendum, to reflect the additional controls placed on these items.

1. The DLA LESO will maintain a list of National Security Exemption (NSE) restricted DEMIL A and Q6 items, by National Stock Numbers (NSN), which will be treated as controlled property.

2. All items falling into this category that were acquired with an MRO/Ship date after July 1, 2013, will be treated as controlled property, and will *not* be systematically archived from the DLA LESO inventory. Law Enforcement Agencies are not authorized to sell NSE restricted A and Q6 items.

3. When an NSE restricted DEMIL A and Q6 item is no longer needed by a Law Enforcement Agency, the item must be turned back into a DLA Disposition Services location or transferred to another participating Law Enforcement Agency within the DLA LESO.

4. For Annual Inventory purposes, Law Enforcement Agencies who obtain or have obtained NSE restricted DEMIL A and Q6 items after July 1, 2013, must now provide Serial numbers for these items. In addition, photographs of these items may also be required, if the item falls into a Federal Supply Group (FSG) of 10, 15, 19 or 23.

5. Law Enforcement Agencies may request to sell items with a DEMIL Code of Q (with an Integrity Code of 6), which *do not* fall into the category of NSE restricted items, but must gain State Coordinator and DLA LESO approval, *prior to* the actual sale of such items. These items will *not* be systematically archived from the DLA LESO inventory.

6. Only excess property with a DEMIL Code of A, which *does not* fall into the category of NSE restricted items, will continue to be systematically archived from the DLA LESO inventory one year from MRO/Ship date. Title for items in this category, will continue to pass to the LEA.

The aforementioned changes to the DLA MOA are acknowledged and accepted by the following individuals:

C. R. "Jay" Smithers, Superintendent

Type/Print State Coordinator Name

Colonel C. R. "Jay" Smithers

State Coordinator Signature

07/29/2014

Date (MM/DD/YYYY)

Tina Aldrich

Type/Print DLA Disposition Services J-4 Director

DLA Disposition Services J-4 Director Signature

08/04/2014

Date (MM/DD/YYYY)