CLEAR FORM

New

Update

LAW ENFORCEMENT AGENCY (LEA) APPLICATION FOR PARTICIPATION

*****This application must be updated and resubmitted within 30 days of any changes*****

Federal State Tribal Federal Agencies only: (Parent Affiliate i.e. DOJ):_____

2YTXXX DODAAC (Update Only): _____

AGENCY: _____

PHYSICAL ADDRESS (No P.O. Box): _____

CITY: _____ STATE: _____ ZIP: _____

*****AGENCY MUST HAVE AT LEAST 1 FULL-TIME OFFICER TO PARTICIPATE IN THE PROGRAM*****
INDICATE THE NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY

FULL-TIME: _____ PART-TIME: _____

SCREENER POC(s): INCLUDE EMAIL ADDRESS AND DIRECT CONTACT PHONE NUMBER IF AVAILABLE

***MAIN POC: Is the Primary POC for requests and property pickup**

	NAME: LAST, FIRST	EMAIL	PHONE #
*SCREENER/MAIN POC			
SCREENER/POC #2			
SCREENER/POC #3			
SCREENER/POC #4			
WEAPON/POC			
AIRCRAFT/POC			
VEHICLE/POC			

NOTICE: LAW ENFORCEMENT ACTIVITIES ARE DEFINED AS: GOVERNMENTAL AGENCIES WHOSE PRIMARY FUNCTION IS THE ENFORCEMENT OF APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND WHOSE OFFICERS HAVE THE POWERS OF ARREST AND APPREHENSION.

Upon acceptance into the Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate. (N/A for Federal Agencies)

By signing this I/we certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18USC § 1001.

CHIEF LAW ENFORCEMENT OFFICIAL/: HEAD OF LOCAL AGENCY

_____ **DATE:** _____
PRINTED NAME

_____
SIGNATURE

STATE COORDINATOR/SPOC: (NOT REQUIRED FOR FEDERAL AGENCIES)

_____ **DATE:** _____
PRINTED NAME

_____
SIGNATURE

_____
LESO Team Lead Approval

AP Version: 1/28/16

STATE PLAN OF OPERATIONS

BETWEEN THE STATE OF

TEXAS

AND THE

_____

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of Texas and the (*LEA name*) _____, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

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

III. GENERAL TERMS AND CONDITIONS

A. OPERATIONAL AUTHORITY

The Governor of the State of Texas has designated in writing with an effective date of August 26, 2015 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program are provided by the Texas Department of Public Safety.

The provided funding is used to support assistance to the LEAs with customer service to include

computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Texas is as follows:

State Coordinator (SC): Skylor Hearn

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 5805 N Lamar Blvd Austin, Texas 78752
EMAIL / Contact Phone Numbers: Texas1033Program@dps.texas.gov 512-424-7590
Fax Number: 512-424-7591
Hours of Operation: 7AM – 5PM

B. The DLA LESO 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 (*LEA name*) _____.

C. This agreement creates no entitlement to the LEA to receive excess DOD personal property.

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

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

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

9) Riot Batons
10) Riot Helmets
11) Riot Shields

F. LEAs that request items in Paragraph E above must provide all required information outlined in the Law Enforcement Equipment Working Group Report and all information on the LESO request form. Among other specific requirements identified in these documents, LEAs will be required to certify and submit:

1) A detailed written justification with a clear and persuasive explanation of the need for the property and the law enforcement purposes it will serve;

2) Evidence of approval or concurrence by the LEA's civilian governing body (city council, mayor, etc.);

3) The LEA's policies and protocols on deployment of this type of property;

4) Certifications on required training for use of this type of property; and

5) Information on whether the LEA has applied, or has pending an application, for this type of property from another Federal agency.

G. The (*LEA name*) _____ must maintain and enforce regulations designed to impose adequate security measures for controlled property to mitigate the risk of loss or theft.

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

I. Cannibalization requests for controlled property must be submitted in writing to the State, with final approval by the LESO. The LESO will consider cannibalization requests on a case-by-case basis.

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

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

1) Property with DEMIL Code of "A" will automatically be placed in an archived status on the LEAs property book upon meeting the one year mark.

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

3) Ownership and title of DEMIL "A" items that have been archived will pass automatically from the LESO to the LEA when they are archived at the one year mark (from Ship Date) without issuance of any further documentation.

4) LEAs receive title and ownership of DEMIL "A" items as governmental entities. Title and ownership of DEMIL "A" property does not pass from DOD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State and local law that govern public property. Sales or gifting of DEMIL "A" property after the one year mark in a manner inconsistent with State or local law may constitute grounds to deny future participation in the LESO Program.

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

IV. ENROLLMENT

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

1) The LEA shall submit an updated Application Packet to the State Coordinator's office no later than December 1 each year and/or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.

2) Once approved for participation in the program, at least one of the LEA's authorized screeners must attend a mandatory training class prior to any requests for property being approved. The class will be conducted free of charge to the LEA and will be held at location determined by the State Coordinator's office.

3) LEA transfer of responsibility – program property assigned to the LEA. A change in the Chief Law Enforcement Official (CLEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property in the LEA's possession. If the new CLEO does not wish to be responsible for existing property, they shall notify the State Coordinator's office in writing that they wish to return the equipment to the nearest Disposition Site or transfer it to a qualifying LEA. The new CLEO remains responsible for existing property until the property is officially transferred or returned.

B. The State shall:

1) Implement LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals, and the DLA MOA the State signs.

2) Receive and process applications for participation from LEAs currently enrolled and those LEAs that wish to participate in the LESO Program.

3) Receive and recommend approval or disapprove LEA applications for participation in the LESO Program. The State Coordinators have sole discretion to disapprove LEA applications on behalf of the Governor of their State. The LESO should be notified of any applications disapproved at the State Coordinator level. The State Coordinator will only forward and recommend certified LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval / disapproval authority for all LEA applications forwarded by State Coordinators.

4) Ensure LEAs enrolled in the LESO Program update the LEAs account information annually (accomplished during the FY Annual Inventory in the Federal Excess Property Management Information System [FEPMIS]).

5) Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment. This comprehensive overview must be done within thirty (30) days and include, verbatim, the information contained in Paragraph III E of this SPO.

6) Ensure that screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.

7) Ensure that at least one person per LEA maintains access to the FEPMIS. Account holders must be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

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

B. The State shall:

1) Receive, validate, and reconcile incoming certified inventories from the LEAs.

2) Ensure LEAs provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique

items as required. For equipment that does not contain a serial number, such as riot control or breaching equipment, a photograph will suffice.

3) Suspend the LEA as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

1) Complete the annual physical inventory as required.

2) Provide serial numbers and photos identified in the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique items, as required. For equipment that does not contain serial number, such as riot control or breaching equipment, a photograph will suffice.

3) Certify the accountability of all controlled property received through the LESO Program annually by conducting and certifying the physical inventory. The LEA must adhere to additional annual certification requirements as identified by the LESO.

a. The State requires each LEA to submit certified inventories for their Agency by December 1 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA two (2) months to physically inventory LESO Program property in their possession and submit their certified inventories to the State Coordinators.

(1) The LESO requires a front or side and data plate photo for Aircraft and Tactical Vehicles that are serial number controlled, received through the LESO Program.

(2) The LESO requires serial number photos for each small arm received through the LESO Program.

b. The LEAs failure to submit the certified annual inventory by December 1 may result in the agency being suspended from operations within the LESO Program. Further failure to submit the certified annual inventory may result in a LEA termination.

4) Be aware that High Profile Commodities (Aircraft, Tactical Vehicles and Small Arms) and High Awareness (controlled) property are subject to additional controls.

VI. PROGRAM COMPLIANCE REVIEWS

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

Manuals, and the DLA MOA signed by the State.

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

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

B. The State shall:

1) Support the LESO PCR process by:

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

b. Receiving inventory selection from the LESO. The LEA POCs shall gather the selected items in a centralized location to ensure that the LESO can efficiently inventory the items.

c. Providing additional assistance to the LESO as required, prior to and during the course of the PCR.

2) Conduct internal Program Compliance Reviews of LEAs participating in the LESO Program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. The State Coordinator must ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his / her State is completed annually. This may result in a random review of all or selected property at the LEA.

a. The internal PCR will include, at minimum:

(1) A review of each selected LEAs LESO Program files.

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

(3) A review of the LEA application and screener's letter.

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

(5) A specific review of each selected LEAs 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), 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 Services site.

VII. STATE PLAN OF OPERATION (SPO)

A. The State shall:

1) Identify, establish, and issue minimum criteria to be included in the SPO for the State and each participating LEA.

2) Establish a State Plan of Operation, developed in accordance with Federal and State law, and conforming (at minimum) to the provisions of the DLA Instruction and Manuals and the DLA MOA.

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

   b. The SPO must address procedures for making determinations of LEA eligibility, allocation, and equitable distribution of material, accountability and responsibility concerning excess DOD personal property, inventory requirements, training and education, State-level internal Program Compliance Reviews (PCR), and procedures for turn-in, transfer, and disposal.

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

3) Request that the LESO Suspend or Terminate an LEA(s) from the LESO Program when an LEA fails to comply with any term of DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

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

A. All property Lost, Missing, Stolen, (LMS) damaged, or destroyed carried on a LEA's current inventory must be reported to the LESO.

1) Controlled property must be reported to the State and the LESO within twenty-four (24) hours. The aforementioned property may require a police and National Crime Information Center (NCIC) report submitted to the LESO, to include DEMIL "A" items that are considered controlled items in Paragraph III E.

2) Property with a DEMIL Code of "A" must be reported to the State and the LESO within seven (7) days.

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

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

IX. AIRCRAFT AND SMALL ARMS

A. All aircraft are considered controlled property, regardless of DEMIL Code. Aircraft may not be sold and must be returned to the LESO at the end of their useful life. This State Plan of Operation ensures 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 LESO Program must request authorization to transfer or turn-in small arms. Transfers and turn-ins must be forwarded and endorsed by the State Coordinator's office first, and then approved by the LESO. Small Arms will not physically transfer until the approval process is complete.

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

X. RECORDS MANAGEMENT

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

1) Property records for items with DEMIL Code of "A" must be retained for two (2) calendar years from the date the property is removed from the LEA's property book before being destroyed.

2) Property records for controlled property must be retained for five (5) calendar years from the date the property is removed from the LEA's property book before being destroyed.

3) Environmental Property records must be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material / Hazardous Waste).

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

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

XI. LESO PROGRAM ANNUAL TRAINING

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

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

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

XII. PROPERTY ALLOCATION

A. The State Shall:

1) Provide the LEA with a website that will afford timely and accurate guidance, information, and links for all LEAs 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, a preference will be given to those applications indicating that the transferred property will be used in the counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEAs inventory and justification for property.

3) The State and the LESO reserve the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated to an LEA. Quantity exceptions may be granted on a case-by-case basis by the LESO. Currently, the following quantity limits apply:

    a. Small Arms: one (1) type for each qualified officer, full-time / part-time;
    b. HMMWVs: one (1) vehicle for every three (3) officers;
    c. MRAPs: one (1) vehicle per LEA.

4) The State and the LESO reserve final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DOD property.

B. The LEA shall:

1) Ensure an appropriate justification is submitted when requesting excess DOD property via the LESO Program and will ensure LESO Program property will be used for the law enforcement activity and for law enforcement purposes only within his / her State and agency.

2) When requesting property, provide a justification to the State and the LESO on how the requests for property will be used in counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, the LEA should be fair and equitable when making requisitions based on current LEA inventory and the justification for property. Generally, no more than one of any item per officer will be allocated.

3) Ensure screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.

4) Obtain access to FEPMIS to ensure the property book is properly maintained, to include but not limited to transfers, turn-ins, and disposal requests and to generate these requests at the LEA level and forward all approvals to the State for action.

5) Ensure at least one person per LEA maintains access to FEPMIS. FEPMIS account holders must be employees of the LEA.

XIII. PROGRAM SUSPENSION & TERMINATION

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

B. The State shall:

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

2) The State and/or the LESO have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.

3) In coordination with the LESO, issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.

4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property, to include the LEAs Corrective Action Plan (CAP).

5) Suspend or terminate an LEA from the LESO Program if an LEA fails to comply with any term of the DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

   a. In the event of an LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated 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.

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

C. The LEA shall:

1) Notify the State Coordinator's office and initiate an investigation into any questionable activity or actions involving LESO property issued to the LEA that comes to the attention of the CLEO, and is otherwise within the authority of the Governor / State to investigate. LEAs must understand that the State Coordinators, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time, and for any reason.

2) Understand that the State may 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.

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

4) Be required to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and the LESO upon receipt.

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

6) The LEAs Chief Law Enforcement Official must request reinstatement as required, via the State Coordinator or SPOC(s), to full participation status at the conclusion of a suspension period.

XIV. COSTS & FEES

1) 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 LEA. In the event an agency is dissolved or disbanded and no civilian governing body exists, the costs associated with the transportation and turn-in of all property in the possession of the

dissolved or disbanded LEA then becomes responsibility of the State.

XV. 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 State Coordinators office or cognizant DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO in accordance with Section XVIII, 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.

XVI. ANTI-DISCRIMINATION

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

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

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

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

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

XVII. INDEMNIFICATION CLAUSE

The LEA is required to maintain adequate insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO program. Self-insurance by the LEA is considered acceptable. The U.S. Government and the Texas Department of Public Safety assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO program. It is recognized that State and local law generally limit or preclude State Coordinators / LEAs from agreeing to open-ended indemnity provisions. However, to the extent permitted by State and local laws, the LEA shall indemnify and hold the U.S. Government and the Texas Department of Public Safety 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 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 LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

XVIII. TERMINATION

A. This SPO 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 and CLEO hereby agree to comply with all provisions set forth herein and acknowledge that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

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

_____
Type / Print Chief Law Enforcement Official Name

_____ _____
Chief Law Enforcement Official Signature Date (MM/DD/YYYY)

_____
Type/Print Civilian Governing Body Authorized Official

_____ _____
CGB Authorized Official Signature Date (MM/DD/YYYY)

_____
Type / Print State Coordinator Name

_____ _____
State Coordinator Signature Date (MM/DD/YYYY)