

	<b>WISCONSIN EMERGENCY MANAGEMENT</b>
	<b>Directive Number:</b> 3003.1
	<b>Reference Section:</b> Operations
	<b>Subject/Description:</b> LESO 1033 Program Plan Administration
	<b>Effective Date:</b> 2014-07-01
	<b>Revision Date:</b> 2016-09-27
	<b>Approved By:</b> Brian M. Satula, Administrator

POLICY: LESO 1033 Program Plan Administration

**I. PURPOSE**

The purpose of this policy is to establish the administration plan for the LESO 1033 program in accordance with the program requirements set forth in the State Plan of Operations. The State Plan of Operations (SPO) is entered into between the State of Wisconsin and the registered Law Enforcement Agency (LEA), 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 Title 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 Title 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 Defense Logistics Agency (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. Operational Authority:

The Governor of the State of Wisconsin has designated in writing the Wisconsin Emergency Management (WEM) Administrator to implement this program statewide as well as conduct management and oversight of this program. Funding to administer this program is provided by the Wisconsin Department of

Administration and Wisconsin Law Enforcement Agencies. The funding is used to administer the program and to provide support and assistance to the Law Enforcement Agencies (LEAs), via computer/telephone assistance and occasional physical visits to the LEAs. The facilities, staffing to provide the support to the LEAs within the State of Wisconsin are as follows:

State Coordinator (SC): **WEM Administrator**  
(if appointed) State Point of Contact (SPOC): **WEM Administrator**

The State Coordinator contact information is:  
Agency Address/Location: 2400 Wright St., Madison, WI 53707  
Contact Phone Number: 608-242-3210  
Fax Number: 608-242-3247  
Hours of Operation: Normal business hours, M-F

- B. The DLA Law Enforcement Support Office (LESO) has final authority to determine the type, quantity, and location of excess DOD personal property suitable for conditional transfer to law enforcement activities.
- C. This agreement creates no entitlement to the LEA to receive excess DoD personal property.
- D. 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. 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 LEA or the budget of the state/local governmental entity. 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. Controlled Property:
  - 1. Controlled property (equipment) includes any property that has a demilitarization (DEMIL) Code of B, C, D, F, G, and Q; and property, regardless of DEMIL Code that was specifically identified in the Law Enforcement Equipment Working Group Report from May 2015, created pursuant to Executive Order (EO) 13688. The Working Group Report mandates that the following items be treated as controlled property:
    - a. Manned Aircraft, fixed or rotary wing
    - b. Unmanned Aerial Vehicles

- c. Wheeled Armored Vehicles
  - d. Wheeled Tactical Vehicles
  - e. Command and Control Vehicles
  - f. Specialized Firearms and Ammunition under .50 cal (excluding firearms and ammunition for service-issued weapons)
  - g. Explosives and Pyrotechnics
  - h. Breaching Apparatus
  - i. Riot Batons
  - j. Riot Helmets
  - k. Riot Shields
2. For more information on Executive Order 13688 and the Working Group Report that outlines the rationale behind the recommendations and restrictions, the full documents can be read at:  
<https://www.gpo.gov/fdsys/pkg/FR-2015-01-22/pdf/2015-01255.pdf> and  
[https://www.whitehouse.gov/sites/default/files/docs/le\\_equipment\\_working\\_group\\_report\\_final.pdf](https://www.whitehouse.gov/sites/default/files/docs/le_equipment_working_group_report_final.pdf).
3. 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 1033 Program request form. Among other specific requirements identified in these documents, LEAs will be required to certify and submit:
- a. A detailed written justification with a clear and persuasive explanation of the need for the property and the law enforcement purposes it will serve;
  - b. Evidence of approval or concurrence by the LEA's civilian governing body (city council, mayor, etc.);
  - c. The LEA's policies and protocols on deployment of this type of property;

- d. Certifications on required training for use of this type of property;  
and
  - e. Information on whether the LEA has applied, or has pending an application, for this type of property from another Federal agency.
- 4. LEAs must maintain and enforce regulations designed to impose adequate security measures for controlled property to mitigate the risk of loss or theft.
  - 5. 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 Dispositions Services LESO.

F. DEMIL A Property:

- 1. 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) of the SPO.
  - a. 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.
  - b. Once archived, the property is no longer subject to annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
  - c. 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.
  - d. 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.

- G. Requests for property solely for the purpose of cannibalization, and cannibalization of DOD property currently on an LEA inventory, must be submitted in writing through the State Coordinators office to the LESO for approval. The LESO will consider cannibalization requests on a case-by-case basis. Any transportation, repair, maintenance, insurance, disposal or other expenses associated with these assets is the sole responsibility of the LEA.
- H. The LESO reserves the right to recall any and all property issued through the LESO 1033 Program. In the event of a recall, the LEA may be responsible for costs of property turn-in.
- I. The LESO conditionally transfers excess DOD property to States/LEAs enrolled in the LESO Program. DLA Disposition Services LESO retains permanent title to property with DEMIL Codes 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). Once the State/LEA no longer has use for property in these DEMIL codes the property must either be transferred to another LEA with State approval first or returned to DLA Disposition Services for disposal. All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO 1033 Program, is the sole responsibility of the LEA.
- J. 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.
- K. Property obtained under this SPO 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. All costs associated with the transportation, turn-in, or other expenses related to property obtained through the LESO 1033 Program, is the sole responsibility of the LEA.

#### **IV. ENROLLMENT**

- A. Enrollment Statement:

1. For the purposes of this program, law enforcement agencies (LEA) 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. An LEA must have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO 1033 Program. Only full-time and part-time law enforcement officers are authorized to receive property. Reserve officers are not authorized to receive property.
2. For the purposes of this program, Application for Participation is defined as the application filled out on an annual basis by all LEAs who have non-archived equipment inventory from the LESO 1033 Program in their possession. Application for Participation with Intent to Procure is defined as the Application for Participation submitted with an enrollment fee for all LEAs who want to procure LESO 1033 Program equipment during the current enrollment year.

B. The LEA Shall:

1. Submit the Application for Participation on an annual basis.
2. Submit the Application for Participation with Intent to Procure, along with enrollment fee to the State Coordinator for their approval in accordance with WEM's 3003.2 LESO 1033 Program Enrollment policy to have the ability to procure equipment during the enrollment year.
3. Submit an updated Application for Participation within 30 days of any LEA changes.

C. The State shall:

1. Implement LESO 1033 Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals, and the DLA Memorandum of Agreement (MOA) that the State signs.
2. Receive and process applications for participation from LEAs currently enrolled and those LEAs that wish to participate in the LESO 1033 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.

4. 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.
5. Ensure LEAs enrolled in the LESO 1033 Program update the LEA's account information annually (accomplished during the Fiscal Year (FY) Annual Inventory in the Federal Excess Property Management Information System [FEPMIS]).
6. Provide a comprehensive overview of the LESO 1033 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 the SPO.
7. Ensure that screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
8. Ensure that at least one person per LEA maintains access to FEPMIS. Account holders must be employees of the LEA.
9. Communicate with the LEAs in a timely manner regarding annual program enrollment, annual inventory certification, compliance, and all other matters pertinent to the policies and administration of the LESO 1033 Program.

## **V. ANNUAL INVENTORY REQUIREMENT**

- 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 January 31 of each year. LEAs in Wisconsin must submit certified inventories by the date established by the State Coordinator in order to meet the January 31 deadline.
- B. The State shall:
  1. Receive and validate incoming certified inventories and reconcile inventories with the LEA.
  2. Ensure the 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.

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) of the SPO, small arms, and other unique items, as required. For equipment that does not contain serial numbers, such as riot control or breaching equipment, a photograph will suffice.
3. Certify the accountability of all controlled property received through the LESO 1033 Program annually by conducting and certifying the physical inventory. The LEA must adhere to additional certification requirements as identified by the LESO.
4. The State and the LESO requires each LEA to submit certified inventories for their agency by January 31 of each year or the date established prior to January 31 by the State Coordinator. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA four (4) months to physically inventory LESO 1033 Program property in their possession and submit their certified inventories to the State Coordinator.
  - a. 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 1033 Program.
  - b. The LESO requires serial number photos for each small arm received through the LESO 1033 Program.
  - c. Photos of other general property may be required as needed.
5. The LEA's failure to submit the certified annual inventory by January 31 or the date established by the State Coordinator may result in the agency being suspended from operations within the LESO 1033 Program. Further failure to submit the certified annual inventory may result in a LEA termination.
6. 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 1033 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 1033 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 1033 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. Receive inventory selection from the LESO. The LEA Points of Contact (POCs) shall gather the selected items in a centralized location to ensure that the LESO can efficiently inventory the items.
  - c. Provide additional assistance to the LESO as required, prior to and during the course of the PCR.
2. Conduct internal Program Compliance Reviews (PCR) 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 their State is completed annually. This may result in a random review of all or selected property at the LEA. Wisconsin's internal PCR of LEAs is governed by WEM Policy 3003.4:  
[http://emergencymanagement.wi.gov/1033/docs/WEM\\_Policy\\_3003.4\\_1033\\_Program\\_Compliance.pdf](http://emergencymanagement.wi.gov/1033/docs/WEM_Policy_3003.4_1033_Program_Compliance.pdf)

3. The internal PCR will include, at a minimum:
  - a. A review of each selected LEA's LESO 1033 Program files.
  - b. A review of the signed State Plan of Operation (SPO).
  - c. A review of the LEA application and screener's letter.
  - d. A physical inventory of the LESO 1033 Program property at each selected LEA.
  - e. 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.
  - f. The State and/or LEA will bear all expenses related to the repossession and/or turn-in of LESO 1033 Program property to the nearest DLA Disposition Services site. In Wisconsin, the LEA will bear all expenses related to the repossession, transfer, or turn-in of LESO 1033 Program property.

**VII. 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) of the SPO.
  2. In the case of lost, missing, or stolen property the LEA must:
    - a. Report LMS property to the State within twenty-four (24) hours.
    - b. Enter any missing weapon information in NCIC.
    - c. Prepare a police report.

- d. Conduct an internal investigation to determine cause.
    - e. Submit all requested documentation to the State Coordinator's Office.
  - 3. The State will:
    - a. Notify LESO immediately upon notice of LMS property from the LEA.
    - b. Notify LEA of suspension as outlined in Section XIII of the SPO.
    - c. Collaborate with the LEA and LESO to comply with all directives from LESO.
  - 4. Property with a DEMIL Code of "A" must be reported to the State and the LESO within seven (7) days.
  - 5. 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.

## **VIII. 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. The SPO 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 1033 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 and must be updated every time

possession of the small arm changes from one officer to another. Two processes that would meet this requirement are:

1. Physical signature using the DLA LESO Equipment Custody Receipt (ECR):  
[http://www.dla.mil/Portals/104/Documents/DispositionServices/LESO/DISP\\_CustodyCard\\_151023.pdf](http://www.dla.mil/Portals/104/Documents/DispositionServices/LESO/DISP_CustodyCard_151023.pdf)
2. Internal LEA inventory tracking system that at a minimum captures all required information from the DLA LESO ECR card to include:
  - a. Agency Name
  - b. Officer Name
  - c. Item Nomenclature
  - d. Serial Number
  - e. Quantity
  - f. Original signature or personally identifiable electronic signature

## **IX. RECORDS MANAGEMENT**

- A. The LESO, State Coordinator, and LEAs enrolled in the LESO 1033 Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO 1033 Program have retention controls based on the property's DEMIL Code. All documents concerning property records must be retained.
  1. Property records for items with DEMIL Code of "A" must be retained for two (2) calendar years from ship date and then may be destroyed.
  2. Property records for controlled property must be retained for five (5) calendar years or for the life span of the property, whichever is longer.
  3. Environmental Property records must be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material/Hazardous Waste).
  4. LESO 1033 Program files must be segregated from all other records.
  5. All property records must be filed, retained, and destroyed in accordance with the 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 association with the LESO 1033 Program.

**X. PROPERTY ALLOCATION**

A. The State shall:

1. Provide the LESO website that will afford timely and accurate guidance, information, and links for all LEAs who work, or have an interest in, the LESO 1033 Program.
2. Upon receipt of a valid State/LEA request for property through the DLA Dispositions Services Reutilization, Transfer, and Donation website (RTDweb), 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.

B. 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 a LEA. Quantity exceptions may be granted on a case-by-case basis by the LESO. Currently, the following quantity limits apply:

1. Small Arms: one (1) type for each qualified officer, full-time / part-time;
2. HMMWVs ("Humvee"): one (1) vehicle for every three (3) officers;
3. Mine-Resistant Ambush Protected Vehicles (MRAPS): one (1) vehicle per LEA;
4. General Property: If an agency requests more than one of any item of general property per officer, their RTD justification must be clear and convincing as to why a larger quantity is needed.

**XI. 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 1033 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 1033 Program property, to include the LEA's Corrective Action Plan (CAP).
5. Suspend or terminate an LEA from the LESO 1033 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 SPO.
  - a. In the event of a LEA termination, the State Coordinator will make every attempt to transfer the LESO 1033 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 a LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all LESO 1033 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 1033 Program property issued to the LEA that comes to the attention of the Chief Law Enforcement Officer (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 1033 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 1033 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 1033 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 LEA's CLEO must request reinstatement as required, via the State Coordinator or SPOC(s), to full participation status at the conclusion of a suspension period.

## **XII. 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 1033 Program is the sole responsibility of the State and/or LEA. In Wisconsin, the LEA will bear all expenses related to the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to LESO 1033 Program property.

## **XIII. 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 the SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate the 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.

## **XIV. ANTI-DISCRIMINATION**

- A. By signing the SPO or accepting excess DOD personal property under the 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 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 LEA.

**XV. INDEMNIFICATION CLAUSE**

The State / LEA is required to maintain adequate insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO 1033 Program. Self-insurance by the State / LEA is considered acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO 1033 Program. It is recognized that State and local law generally limit or preclude State Coordinators / LEAs from agreeing to open-ended indemnity provisions. However, to the extent permitted by State and local laws, the State / LEA shall indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State / LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State / LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

**XVI. TERMINATION**



- A. The 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 Chief Executive Official for the LEA hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of the SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

## **XVII. CONCLUSION**

This policy outlines the provisions of WEM's administration plan for the LESO 1033 Program in accordance with the program requirements set forth in the SPO. WEM has additional policies and procedures that provide more detailed information about program requirements and processes. If WEM policies and procedures change, the LEA will be notified and a copy of the revised language will be provided to the LEA.