

# California Public Safety Procurement Program (CPSPP) 1033 Program Certification Package and Instructions

California Law Enforcement Agencies (LEAs) who wish to acquire and/or retain 1033 Program Excess Property must be certified and currently authorized to use the 1033 Program.

We have designed this certification package to ease the paperwork process, reduce duplication of effort, and to reduce common errors. Following this introduction, you will find the following elements of the Certification Package, in order:

- A. **Data Input Mask** – Enter agency specific information in the fields provided. As you enter data into the input mask, each certification form requiring that piece of information will populate automatically.
  
- B. **Certification Forms** – Populated from the Input Mask.
  - a. The LESO Law Enforcement Agency Application for Participation.
  - b. The CPSPP Data sheet.
  - c. The CPSPP State Plan of Operation.

Program approval allows specified personnel of the LEA (authorized screeners) to access, request, and acquire excess property through the 1033 Excess Property Program.

Authorization to use the 1033 Excess Property Program is valid for one year unless the Chief Executive Officer of the LEA changes.

When making personnel or other administrative data changes, please contact us to determine which documents your agency will need to submit.

# California Public Safety Procurement Program (CPSP)

## 1033 Program Certification Package and Instructions

<b>Please complete all fields. (Use NA if requested information does not apply).</b>	
<b>Agency Information</b>	
Date:	
Log-in ID/DoDAAC:	
Agency Name	
Street Address	
City	
Zip + Four	
County	
Default E-mail Address	
Primary Telephone Number	
Primary Fax Number	
Number of Full Time Sworn Officers	
Number of Part Time Sworn Officers	
Number of Reserve Sworn Officers	
LEA has participated in the past?	Yes                      No
<b>Chief Executive Officer (CEO) Information</b>	
Title (Sheriff, Chief, DA, etc...)	
Name	
Telephone Number	
E-mail Address	
<b>Property Accountability Officer (Main Point of Contact)</b>	
Title	
Name	
Office Phone Number	
Cellular Phone Number	
E-mail Address	
<b>Weapons Point of Contact</b> (Must be a full time, compensated sworn officer)	
Title	
Name	
Office Phone Number	
Cellular Phone Number	
E-mail Address	
<b>Aircraft Point of Contact</b>	
Title	
Name	
Office Phone Number	
Cellular Phone Number	
E-mail Address	

# California Public Safety Procurement Program (CPSPP)

## 1033 Program Certification Package and Instructions

<b>Authorized Screener Data (Must have a minimum of two screeners)</b>	
<b>Screener #1</b>	
Title	
Name	
Office Phone Number	
Cellular Phone Number	
E-mail Address	
<b>Screener #2</b>	
Title	
Name	
Office Phone Number	
Cellular Phone Number	
E-mail Address	
<b>Screener #3</b>	
Title	
Name	
Office Phone Number	
Cellular Phone Number	
E-mail Address	
<b>Screener #4</b>	
Title	
Name	
Office Phone Number	
Cellular Phone Number	
E-mail Address	
<b>Agency 1033 Equipment Information</b>	
Does your agency currently have <b>Equipment</b> from the 1208 or 1033 Program?	
Yes	No
Does your agency currently have <b>Weapons</b> from the 1208 or 1033 Program?	
Yes	No
Does your agency currently have <b>Aircraft</b> from the 1208 or 1033 Program?	
Yes	No
Does your agency currently have <b>Watercraft</b> from the 1208 or 1033 Program?	
Yes	No
Does your agency currently have <b>Tactical Vehicles</b> from the 1208 or 1033 Program?	
Yes	No
Does your agency currently have <b>Other Controlled Property</b> from the 1208 or 1033 Program?	
Yes	No
Does your agency currently have <b>DEMIL A Property</b> (less than one year old) from the 1208 or 1033 Program?	
Yes	No

CLEAR

**LAW ENFORCEMENT AGENCY (LEA)  
APPLICATION FOR PARTICIPATION**

\*This application must be updated and resubmitted within 30 days of any changes or on an annual basis

NEW ☐ UPDATE ☐ SCREENER ID (Update Only): \_\_\_\_\_

AGENCY: \_\_\_\_\_

PHYSICAL ADDRESS (No P.O. Box): \_\_\_\_\_

MAILING ADDRESS (If different than above): \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_ EMAIL: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

**NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY**

FULL-TIME: \_\_\_\_\_ PART-TIME: \_\_\_\_\_ RESERVE: \_\_\_\_\_

**SCREENER(S) POC: MUST HAVE AT LEAST ONE**

**\*MAIN POC: Designated POC for calls and emails on 1033 Program requests and property pickup**

SCREENER/MAIN POC: \_\_\_\_\_

SCREENER/POC #2: \_\_\_\_\_

SCREENER/POC #3: \_\_\_\_\_

SCREENER/POC #4: \_\_\_\_\_

WEAPON POC (Optional): \_\_\_\_\_

AIRCRAFT POC (Optional): \_\_\_\_\_

**INVENTORY CHECK**

Does the Agency currently have any equipment from the 1208/1033 Program? YES ☐ NO ☐

WEAPONS: YES ☐ NO ☐ AIRCRAFT: YES ☐ NO ☐ WATERCRAFT: YES ☐ NO ☐

TACTICAL: YES ☐ NO ☐ OTHER CONTROLLED: YES ☐ NO ☐ DEMIL A : YES ☐ NO ☐  
VEHICLES PROPERTY (LESS THAN A YEAR OLD)

**\*By signing this application, the Chief Executive Official/Head of Agency (Local Field Office) is aware of 1208/1033 Property currently in the possession of their department.**

**\*Upon acceptance into the 1033 Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all 1033 Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate.**

**CHIEF EXECUTIVE OFFICIAL/:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**HEAD OF LOCAL AGENCY** PRINTED NAME

\_\_\_\_\_  
SIGNATURE

**STATE COORDINATOR:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**(NOT REQUIRED FOR FEDERAL)** PRINTED NAME

\_\_\_\_\_  
SIGNATURE



# LAW ENFORCEMENT AGENCY

## DATA SHEET

### 1033 EXCESS PROPERTY PROGRAM



## AGENCY INFORMATION

LEA				DATE	
County					
<b>AUTHORIZED SCREENERS: Must be Paid Agency Employees (Minimum 2)</b>					
<b>Screeners # 1</b>	Rank		Name		
Office Number			E-Mail		
Cell phone					
<b>Screeners # 2</b>	Rank		Name		
Office Number			E-Mail		
Cell phone					
<b>Screeners # 3</b>	Rank		Name		
Office Number			E-Mail		
Cell phone					
<b>Screeners # 4</b>	Rank		Name		
Office Number			E-Mail		
Cell phone					
<b>WEAPONS POC: Must be Full-Time, Compensated Sworn Officer</b>					
<b>Weapons POC</b>	Rank		Name		
Office Number			E-Mail		
Cell phone					
<b>AIRCRAFT POC</b>					
<b>Aircraft POC</b>	Rank		Name		
Office Number			E-Mail		
Cell phone					
<b>Property Accountability Officer (Main Point of Contact)</b>					
<b>PAO</b>	Rank		Name		
Office Number			E-Mail		
Cell phone					
<b>COUNTY SHERIFF / CHIEF OF POLICE / EXECUTIVE OFFICER</b>					
<b>Agency CEO</b>	Rank		Name		
Office Number			E-Mail		



***Cal* OES**  
GOVERNOR'S OFFICE  
OF EMERGENCY SERVICES

**California Public Safety Procurement Program**

**1033 PROGRAM**

**STATE PLAN OF OPERATION**

**Revised March 2014**

## **I. PURPOSE**

This State Plan of Operation (SPO) is entered into between the California Governor's Office of Emergency Services (Cal OES) and the \_\_\_\_\_, hereby referred to as Law Enforcement Agency (LEA) to set forth the terms and conditions that will be binding on the parties with respect to excess Department of Defense (DOD) personal property that is transferred pursuant to Title 10 USC § 2576a 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) Law Enforcement Support Office (LESO) 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.

The Governor of the State of California has designated the Cal OES to implement the 1033 Program statewide, as well as conduct management and oversight of this program through the California Public Safety Procurement Program. Cal OES administers the 1033 Program to provide support and assistance to LEAs.

## **III. GENERAL TERMS AND CONDITIONS**

- a. The DLA has the final authority to determine the type, quantity, and location of excess DOD personal property suitable for conditional transfer to law enforcement activities. All requests for property will be based on bona fide law enforcement requirements
- b. This agreement creates no entitlement to the LEA to receive excess DOD personal property.
- c. Property available under this agreement is for the current use of authorized program participants. Property obtained under this SPO must be placed into its intended use within one (1) year of receipt. If property is not put into use by the LEA within one (1) year, or the condition of the property renders it unusable, the 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.

- 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 supplant normal LEA or State/local governmental entities budgets. Under no circumstances will property be sold or otherwise transferred to non-U.S. persons or exported. Loaning to non-participants of the 1033 Program is not authorized.
- e. Requests for property solely for the purpose of cannibalization, and cannibalization of DOD property currently in the LEAs possession, must be submitted in writing thru Cal OES to DLA for approval. The DLA 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.
- f. The DLA reserves the right to recall any and all property issued through the 1033 program.
- g. The DLA conditionally transfers excess DOD property to LEAs enrolled in the 1033 Program. DLA 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 LEA no longer has use for property in these DEMIL codes the LEA must obtain approval from Cal OES to transfer the property to another LEA or returned it to DLA.
- h. The DLA permanently passes title to property with DEMIL Codes of “A” and “Q” (with an Integrity Code of “6”) to the LEA after one year from the initial transfer to LEAs property book from the DLA Disposition Services inventory.
  - i. 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 LEAs inventory. Prior to this property being archived, the LEAs are still responsible for the accountability and physical control of the item(s).
  - ii. Archived property is not subject to annual inventory requirements, and will not be inventoried during State or DLA Disposition Services 1033 Program Compliance Review (PCR).
  - iii. The LEA may dispose 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.
  - iv. LEAs are not authorized to transfer or turn-in property issued under the 1033 Program without State and DLA Disposition Services LESO approval. Property will not physically move until the approval process is complete.



- i. All costs associated with the acquisition, transfer, and/or repossession of 1033 program property is the responsibility of the LEA. All fees and costs (i.e. licensing fees, maintenance costs, permits, etc.) associated with 1033 property are the responsibility of the LEA.

#### **IV. ENROLLMENT/RENEWAL**

- a. For the purposes of this program, Law Enforcement Agencies 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. LEAs must request enrollment in the program by submitting a completed certification package to Cal OES. The certification package must include:
  - i. A current copy of the SPO signed by the agency's Chief Executive Officer,
  - ii. A current copy DLA LESO application for participation that is signed by the agency's Chief Executive Officer,
  - iii. And a CPSPP Law Enforcement Data Sheet.
- c. LEAs must recertify in the 1033 program on an annual basis. A completed certification package is required annually and whenever the Chief Executive Officer changes. Failure to comply could result in the repossession of all (DEMIL) B thru Q property.
- d. Cal OES shall:
  - i. Ensure only authorized LEA applications for 1033 Program enrollment are submitted.
  - ii. Approve/ disapprove applicants in the 1033 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.
  - iii. Ensure LEAs enrolled in the 1033 Program update their account information annually in the current property accounting system. Annual update is defined as 365 days from initial date of enrollment and/or last update.
  - iv. Provide a comprehensive overview of the 1033 Program to all LEAs once they are approved for enrollment.

e. The LEA's shall:

- i. Submit a completed certification package for program enrollment and/or renewal to Cal OES for approval.
- ii. Comply with the terms, conditions, and limitations applicable to property transferred pursuant to this plan/program and comply with all other local, state, and federal laws and procedures.

#### **V. LEA Screener Criteria:**

- a. Screeners must be paid employees of the agency. Screeners may be full and/or part time, sworn and/or non-sworn personnel assigned by the LEA to perform these duties. LEAs are required to have a minimum of two (2) screeners per agency. Only two (2) authorized screeners may physically screen at any DLA Disposition Services site at one time.
- b. The LEA must have screeners that have gained and maintain access to the federal sites and inventory systems such as RTD and the Federal Excess Property Information System (FEPMIS). Please contact your 1033 program specialist for assistance.
- c. Volunteers or contracted employees do not qualify and cannot be assigned screeners for the LEA.

#### **VI. Property Accountability Officer (PAO) Criteria:**

The PAO must be a paid employee of the agency. The PAO is responsible for maintaining all accountability records for property received and providing required documents and information to Cal OES for all 1033 property held by the LEA. The PAO must establish and maintain a FEPMIS account.

#### **VII. Weapons Point of Contact (WPOC) Criteria:**

The WPOC must be a paid, full-time sworn officer of the LEA. Responsibilities include: ensuring 1033 weapons accountability and inventory, providing required documentation, and supplying reports and inventory information of 1033 weapons as determined by Cal OES or LESO.

#### **VIII. Aircraft Point of Contact (APOC) Criteria:**

The APOC must be a paid, full-time sworn officer of the LEA. It is recommended that this individual has comprehensive knowledge of the agency's air operations mission, and responsibilities. This individual should be familiar with the Federal Aviation Administration (FAA) rules pertaining to the use of government aircraft. Responsibilities include providing required documentation, reports or inventories of all 1033 aviation property held by the LEA.

## IX. INVENTORY REQUIREMENTS

- a. Per the DLA Memorandum of Agreement (MOA) between DLA and the Cal OES, it is required to conduct an annual inventory certification of controlled property.
- b. Cal OES and LEA's shall:
  - i. Validate and reconcile inventories.
  - ii. Ensure the LEAs provide serial numbers and photos as identified in annual inventory process in FEPMIS for aircraft, watercraft, tactical vehicles, weapons, and other unique items, as required.
  - iii. The LEA will send confirmation to Cal OES when the inventory is reconciled in FEPMIS.
  - iv. Cal OES may suspend/terminate an LEA as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.
- c. LEA's shall:
  1. Complete inventories for their agency by December 1<sup>st</sup> of each year. The Fiscal Year (FY) is defined as October 1<sup>st</sup> through September 30<sup>th</sup> of each year. This provides the LEAs two months to physically inventory 1033 Program property in their possession, and certify inventories in FEPMIS.
  2. Provide photographs for all Aircraft, Watercraft, Tactical Vehicles, Night Vision Goggles (NVGs) and Weapons received through the 1033 Program.
    - a. Photos of the front, side, and data plate for all Aircraft, Watercraft, Tactical Vehicles received through the 1033 Program are required. Photos may be required for unique items as well.
    - b. Photos of serial numbers for each NVGs, and Weapons that are acquired through the 1033 Program are required. Serial number photos may be required for unique items as well.
  - ii. LEAs that fail to comply with the inventory requirements by December 1<sup>st</sup> may be suspended from operations within the 1033 Program. Further failure to submit the inventory may result in LEA termination.

- iii. Per the DLA Memorandum of Agreement (MOA) between DLA and the Cal OES, it is required to validate the accountability of all High Profile (Aircraft, Watercraft, Tactical Vehicles, NVGs and Weapons), High Awareness (Demilitarization required) property with each LEA following a domestic disaster within 60 days by having them conduct a physical inventory.
- iv. High Profile Commodities (Aircraft, Watercraft, Tactical Vehicles, NVGs and Weapons), High Awareness (Demilitarization required) property is subject to additional controls.

## **X. PROGRAM COMPLIANCE REVIEWS**

Cal OES, in accordance with the DLA Disposition Services Memorandum of Agreement, is subject to biannual Program Compliance Reviews (PCRs). This review includes Law Enforcement Agencies that have DLA LESO issued property in their possession. Law Enforcement Agencies that may be selected by the DLA LESO will be subject to a DLA LESO Property and documentation review. As a participant in the DLA 1033 Program your LEA may be subject to selection in these reviews. In addition to this requirement, Cal OES will conduct annual Program Compliance Reviews to 5% of the LEAs participating in the 1033 program in order to ensure accountability and program compliance. PCR results will be kept on-file at Cal OES.

- a. The PCR will include, at minimum:
  - i. A review of each selected LEAs 1033 Program files.
  - ii. A review of the signed State Plan of Operation.
  - iii. A review of the LEA application and screener(s) letter.
  - iv. A physical inventory and/or approved custody card verification of 1033 Program property at each selected LEA.
  - v. A review of property accountability procedures to include the following criteria;
    - 1. The proper security and storage of assets. (Secure controlled area with limited access).
    - 2. Asset tracking and sign out procedures in place for LESO assets.
    - 3. Prior approval of any transfer of high visibility assets.
    - 4. Reporting of all lost, missing or stolen assets.
    - 5. Identification of all unused property

The LEA will bear all expenses related to the repossession, transfer or turn-in of LESO Program Property to a different LEA or the nearest DLA Disposition Services site.

- vi. A specific review of each selected LEAs 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) and other pertinent documentation as required.
- vii. Cal OES will produce and disseminate a final report of the PCR to the LEA for their records. Pending issues identified within this report will be resolved by the LEA and their 1033 Program Specialist.

## **XI. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED 1033 PROGRAM PROPERTY**

- a. All property missing, lost, stolen, damaged, or destroyed must be reported to Cal OES upon discovery.
  - i. Missing weapons, aircraft, tactical vehicles, or equipment with a Demilitarization Code of B, C, D, E, F, G and Q (with an Integrity Code of 3), and other high visibility equipment must be reported to Cal OES and DLA Disposition Services LESO within twenty-four (24) hours.
  - ii. The LEA must:
    - 1. Enter any missing weapon information in the National Crime information Center (NCIC).
    - 2. Prepare a police report.
    - 3. Conduct an internal investigation to determine cause.
    - 4. Submit all requested documentation to Cal OES.
  - iii. Cal OES will:
    - 1. Notify LESO.
    - 2. Notify LEA of temporary suspension.
    - 3. Conduct an investigation.
    - 4. Prepare and submit a report to LESO.
  - iv. Excess DOD personal property with a Demilitarization Code of A or Q (with an Integrity Code of 6) that was acquired within the last 12 months must be reported to Cal OES and DLA Disposition Services LESO within seven (7) days.
- b. All reports are subject to the DLA Office of the Inspector General (OIG) inspection.

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

## **XII. AIRCRAFT AND WEAPONS**

- a. Aircraft (fixed wing and rotary wing), may be transferred to the LEA for its use in law enforcement activities. LEAs and all subsequent users must be aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.
- b. 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 1033 Program aircraft and/or aircraft parts as of September 30, 1996. Sale, trade or transfer of aircraft and/or aircraft parts (acquired prior to September 30, 1996) may be authorized by the DLA, on a case by case basis. The DLA reserves the right to approve or deny requests for sale, trade or transfer of all 1033 Program aircraft and/or aircraft parts, regardless of when the aircraft was originally acquired.
- c. 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 serial number(s).
- d. Law Enforcement Agencies no longer requiring 1033 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.

## **XIII. RECORDS MANAGEMENT**

- a. LEAs enrolled in the 1033 Program, must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the 1033 Program have retention controls based on the properties DEMIL codes. All documents concerning a property record must be retained.
  - i. 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.
  - ii. 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.
  - iii. Environmental Property records must be retained for fifty years, regardless of DEMIL code (Chemicals, Batteries, Hazardous Material/Hazardous Waste).

- iv. 1033 Program files must be segregated from all other records.
- v. 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: DRMS Form 103, DD Form 1348-1A, requests for transfer, turn-in, 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 1033 Program.

#### **XIV. PROPERTY ALLOCATION**

a. Cal OES shall:

- i. Ensure LEAs submit appropriate justifications when requesting excess DOD property via the 1033 Program, and will ensure 1033 Program property will be used for law enforcement purposes only.
- ii. Access the DLA Disposition Services LESO Website on a weekly basis for timely and accurate guidance, information and links concerning the 1033 Program and ensure that all relevant information is passed on to participating LEAs.
- iii. Encourage and assist the Law Enforcement Agencies in the use of electronic screening of property via the RTD site.
- iv. Upon receipt of a valid LEA request for property, submit requests that ensure fair and equitable distribution of property to the greatest extent possible based on current LEA inventory and LEA justification for property. Generally no more than one of any item per officer will be allocated for individual use.
- v. Maintain access to FEPMIS to approve/ disapprove transfers, turn-ins 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.
- vi. Assist the LEAs with enrollment, property request, transfer, turn-in and disposal procedures.
- vii. Review property requests in the DLA Disposition Services RTD Website and property receipts and conduct reconciliations of property records.
- viii. Access the DLA Disposition Services RTD Website at a minimum of once daily (Monday thru Friday) to process LEAs requests for excess DOD property.

## **XV. PROGRAM SUSPENSION & TERMINATION**

- a. The LEA is required to abide by the terms and conditions of the State Plan of Operation in order to maintain active status.
- b. Cal OES and/or DLA LESO shall:
  - i. Suspend LEAs in all situations relating to the suspected or actual abuse of 1033 Program property or requirements and/or repeated failure to meet the terms and conditions of the SPO. Suspension may lead to TERMINATION.
  - ii. Suspend or terminate an LEA(s) and/or LEA POC(s) based upon their findings during internal program compliance reviews and/or spot checks at the State level.
  - iii. Require the LEAs to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged 1033 Program property. The LEA must submit all documentation to Cal OES and DLA Disposition Services LESO upon receipt.
  - iv. Initiate corrective action to rectify suspensions and/or terminations placed upon the LEAs for failure to meet the terms and conditions of the 1033 Program.
  - v. The State Coordinator will maintain 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.
  - vi. Provide documentation to the State and DLA when actionable items are rectified by the LEA.
- c. In the event of a LEA termination, the State Coordinator will make every attempt to transfer the 1033 Program property of the terminated LEA to an authorized LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services Site.
- d. In cases relating to an LEA termination, the LEA will have 60 days to complete the transfer or turn-in of all 1033 Program property in their possession.
- e. The LEA may request reinstatement to full participation status at the conclusion of a suspension period.
- f. The DLA 1033 Program Manager has final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.



## **XVI. COSTS & FEES**

All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the 1033 Program, is the sole responsibility of the LEA.

## **XVII. NOTICES**

Cal OES or DLA Disposition Services LESO, may, from time to time, propose modifications or amendments to the provisions of this SPO. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator or LEA to conform changes affecting their operations.

## **XVIII. ANTI-DISCRIMINATION**

- a. By signing this SPO or accepting excess DOD personal property under this SPO, Cal OES and the LEA pledges that they agree to comply with applicable provisions of the following national policies prohibiting discrimination:
  - i. 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.
  - ii. 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.
  - iii. 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 Cal OES and the LEA.
- c. Cal OES and the LEA must also follow all local, state, and federal law regarding anti-discrimination.

## **XIX. INDEMNIFICATION CLAUSE**

The LEA acknowledges that there are hazards associated with the use of this property that could cause damage to property and/or serious injury or death. The LEA agrees that it is not the responsibility of the U.S. Government, Cal OES and /or the State of California to provide appropriate training to any person who may use this property. To the extent permitted by law, the LEA shall indemnify and hold the U.S. Government, Cal OES and/or the State of California 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 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 LEA, its agents, servants, or employees after the property has been removed from U.S. Government control. The LEA agrees to maintain adequate insurance to cover damages or injuries to persons or property relating to the use of the property. Self-insurance by the LEA is considered acceptable. The U.S. Government, Cal OES and/or the State of California assume no liability for damages or injuries to any person(s) or property arising from the use of the property.

## **XX. TERMINATION**

- a. This State Plan of Operation 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 this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

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

\_\_\_\_\_  
Type/Print Chief Executive Official Name

\_\_\_\_\_  
Chief Executive Official Signature

\_\_\_\_\_  
Date (MM/DD/YYYY)

\_\_\_\_\_  
Type/Print State Coordinator

\_\_\_\_\_  
State Coordinator Signature

\_\_\_\_\_  
Date (MM/DD/YYYY)