

ADAIR COUNTY COMMISSION MINUTES
WEDNESDAY, SEPTEMBER 6, 2017
16TH DAY JULY ADJOURNED

The Adair County Commission convened at 8:30 a.m. on September 6, 2017 in the Courthouse at Kirksville. All Commissioners were present. Presiding Commissioner Pickens was present until 12:00 p.m. Commissioner Thompson will continue to be acting Presiding Commissioner during the absence of Presiding Commissioner Pickens.

Commissioner King moved to approve the use of the Courthouse parking lot for a 911 Memorial Service. Commissioner Thompson seconded the motion. Presiding Commissioner Pickens concurred. All voted in favor of the motion.

Commissioner Thompson moved to approve the update to the Missouri Department of Public Safety LESO (Law Enforcement Support Office) Program Application. Commissioner King seconded the motion. Presiding Commissioner Pickens concurred. All voted in favor of the motion. This program will provide access to military surplus for the State of Missouri.

Commissioner Pickens signed Amendment No. 6 to the food service agreement between Adair County Jail and CBM Managed Services.

At 2:15 p.m., the Commission discussed the approval to allow W.L. Miller to asphalt a section of County road at the expense of a citizen.

After discussion, Commissioner Thompson moved:

- # 1 - to allow Herb Sandefur to hire W.L. Miller Company to asphalt a ¼ mile section of Potter Road from Highway 6 which includes his address of 21750 Potter Road;
- #2 – it will be the responsibility of Mr. Sandefur to maintain the road after it is asphalted at his own expense;
- #3 – Adair County will be held harmless by Mr. Sandefur including any contractors relative to this project.

Commissioner King seconded the motion. Presiding Commissioner Pickens concurred. All voted in favor of the motion.

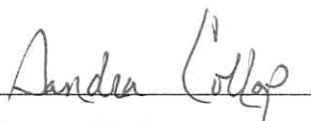
The Adair County Commission adjourned at 4:00 p.m. on Wednesday, September 6, 2017.

Unscheduled Public Walk-Ins and other Non-Agenda Items for Wednesday, September 6, 2017:

Roger Brown - Anti ATXI
Laverne Gerhold – Anti ATXI
Carol Probst – County roads question
Sara VanHala – Anti Ameren
Jeanie Budrus – Anti Ameren

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ATTEST:


County Clerk


Presiding Commissioner

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IN REF. ORDER NO 13 Update to the Missouri Department of Public Safety LESO Program Application

STATE PLAN OF OPERATIONS
BETWEEN THE STATE OF
MISSOURI
AND THE
ADAIR COUNTY SHERIFF'S OFFICE

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of Missouri – Department of Public Safety and the above mentioned 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 transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

In addition, the Missouri Department of Public Safety has adopted a "LESO Program Policies and Procedures" manual by which all Missouri law enforcement agencies must read and agree to follow in order to participate in the Missouri LESO Program. The manual is available online at <http://dps.mo.gov/dpsprograms/leso/docs.php>. Any updates to the manual will be posted online and all participating law enforcement agencies will be notified, by email, of the release of an updated version.

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 Missouri has designated in writing with an effective date of July 1,

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1993 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program is provided by the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

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 Missouri can be found online at <http://dps.mo.gov/dpsprograms/leso/docs.php>

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

Agency Address / Location: Missouri Department of Public Safety, LESO Program
4720 Scanga Station Road
Jefferson City, MO 65109

EMAIL: MissouriLESO@dps.mo.gov

Contact Phone Numbers: (573) 526-1930

Fax Number: (573) 526-1876

Hours of Operation: Monday to Friday, 8:00 a.m. to 4:30 p.m.

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.

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

D. The LEA 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, E, G, and Q, and property, regardless of demilitarization code, that was specifically identified in the Law Enforcement Equipment Working Group Report from May 2012, 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

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- 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 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 (or 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

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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 received, 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.

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

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ATTEST: 
County Clerk


Presiding Commissioner

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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 January 31 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 inventory, 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.

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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 November 30 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 Coordinator.

(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 November 30 will result in the agency being suspended from operations within the LESO Program. Further failure to submit the certified annual inventory by December 31 will 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:

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a. Connecting 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 PCRs 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, exceptions to policy letters (if any), approved cannibalization requests (if any), and other pertinent documentation as required.

b. The 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.

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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), the Local Governing Executive Official, 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, the State Plan of Operation, or the Missouri LESO Program Policies and Procedures manual.

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.

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ATTEST: Dandra Collop
County Clerk

Stanley Ruben
Presiding Commissioner

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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 arms(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) years from the end of the state fiscal year in which disposition of property was completed, and then may be destroyed. The state fiscal year is defined as July 1 through June 30 of each year.
- 2) Property records for controlled property must be retained for five (5) years from the end of the state fiscal year in which disposition of property was completed. The state fiscal year is defined as July 1 through June 30 of each year.
- 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.

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XI. LESO PROGRAM ANNUAL TRAINING

A. 10 USC § 390 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 acquire 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 LESO 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. UALRs: one (1) vehicle per LEA;
 - d. 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.

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- 2) When requesting property, provide a justification to the State and the LESO on how the request 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 employee 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 suspension 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, the State Plan of Operation, or the Missouri LESO Program Policies and Procedures manual.
 - 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

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authorized State or LEA, or 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 thirty (30) 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 claims involving LESO property issued to the LEA that comes to the attention of the CJTPO, and is otherwise within the authority of the (sovereign) State to investigate. LEAs must understand that the State Coordinator, 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 LEAs and/or LEA POCs 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 notify major issues 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 reports 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 available items are recalled for the State and/or LEAs.
- 6) The LEA's 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

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

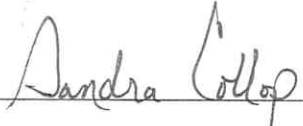
XV. NOTICES

Any notices, communications, or correspondence related to this agreement shall be provided by E-mail, the United States Postal Service, express service, or first-class to the State Coordinator's office or regional 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

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ATTEST:


County Clerk


Presiding Commissioner

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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 examine changes affecting their operations.

XVI. ANTI-DISCRIMINATION

A. By signing this SPO, or accepting cover DOIU 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 CFR Part 155.
- 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC §101, 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 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 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 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 suits, claims, debts, demands, judgments, liabilities, costs, and attorney's fees arising out of, claimed on account of, or in any manner provoked upon loss of, or damages 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.

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.

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B. The undersigned State Coordinator, CLEO, and Local Governing Executive Official 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.

ROBERT T. HARDWICK
Type / Print Chief Law Enforcement Official Name

Robert T. Hardwick
Chief Law Enforcement Official Signature

Aug 01, 2017
Date (MM/DD/YYYY)

Stanley Pickens
Type / Print Local Governing Executive Official Name

Stanley Pickens
Local Governing Executive Official Signature

9-06-2017
Date (MM/DD/YYYY)

Type / Print State Coordinator Name

State Coordinator Signature

Date (MM/DD/YYYY)

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August 2017

**MISSOURI DEPARTMENT OF PUBLIC SAFETY
LESO PROGRAM APPLICATION INSTRUCTIONS**

The Secretary of Defense is authorized by Title 10 USC 2576 to transfer to State Law Enforcement Agencies (LEAs), personal property that is in excess to the needs of the U.S. Department of Defense (DOD) and that the Secretary determines is suitable to be used by agencies in law enforcement activities, with performance for counter-drug/terrorism and 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. 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 known as the "LESO Program" (formerly "1033 Program") and is administered by the DLA Disposition Services, Law Enforcement Support Office (LESO).

Law enforcement agencies are eligible for the Missouri LESO Program if all the following is met:

1. The department has a physical address in Missouri.
2. The department's primary function is the enforcement of applicable Federal, State, and local laws.
3. The department's compensated law enforcement officers have powers of arrest and apprehension.
4. The department is recognized by the Missouri State Highway Patrol (MSHP) as a law enforcement agency and by the Missouri Department of Public Safety, Peace Officers Standard and Training (POST) Unit as having licensed officers.
5. The department has at least one (1) full-time, compensated law enforcement officer employed by the department. (NOTE: Only full-time and part-time law enforcement officers are authorized to receive property. Reserve officers are not authorized to receive property.)

Missouri LEAs who wish to acquire and/or obtain LESO Program property must be certified and authorized to use the LESO Program. Missouri's "LESO Program Application" consists of the following three (3) documents:

1. Contact Information
2. Law Enforcement Agency (LEA) Application for Participation
3. State Plan of Operation (SPO)

To ease the paperwork process, reduce duplication of effort, and reduce common errors, data provided on the "Contact Information" form will populate into the "LEA Application for Participation" and the "SPO", but both the "LEA Application for Participation" and the "SPO" will require additional attention in fields that do not populate from the "Contact Information" form.

Missouri's "LESO Program Application" is necessary for enrollment of non-participating LEAs (LEAs that have never participated in the LESO Program or LEAs previously terminated from the LESO Program).

Missouri's "LESO Program Application" is also necessary in the event information supplied in the LESO Program Application changes during the course of participation in the LESO Program. Such changes include, but are not limited to: 1) change in LEA name, 2) change in LEA physical address or office agency information, 3) addition, deletion, or other change in property screening and/or Controlled Vehicle, Small Arms (Weapon), or Aircraft Police of Contact, 4) change in Local Agency Executive Official (e.g. Mayor, City Administrator, County Executive, County Commissioner), 5) change in Chief Law Enforcement Official (e.g. Chief, Sheriff, Director, Colonel, Marshal), or 6) release of a new version of the "SPO". If information supplied in the "LESO Program Application" changes, the LEA must submit, within 30 days of the change, a revised "LESO Program Application".

Once completed, the three (3) required documents, which comprise the "LESO Program Application", must be submitted via one of the following methods to the Missouri LESO Program for review and approval.

Email: Missouri.LESO@dlas.mil
Fax: (773) 326-1975
Mail: MO Department of Public Safety - LESO, 4720 Scoville Station Road, Jefferson City, MO 65108

If you have questions, please contact the Missouri LESO Program staff at (773) 326-1988.

"Compensated" has been defined as being paid as salary or bonus salary, or at least as low as the current hourly minimum wage.

Continued on page 647

ATTEST: *Andrea Collop*
County Clerk

Stanley Pickens
Presiding Commissioner

ADAIR COUNTY COMMISSION MINUTES
WEDNESDAY, SEPTEMBER 6, 2017

Continued from page 646
IN REF. ORDER NO 14 Amendment No. 6 to the Food Service Agreement between Adair
County Jail and CBM Managed Services

Amendment No. 6
To Food Service Agreement
Between Adair County Jail and CBM Managed Services

This Amendment No. 6 (the "Amendment"), is entered into this 20th day of JULY, 2017 by and between Adair County ("County") located at 215 North Franklin Street, Kirksville, Missouri and Catering By Marlin's, Inc. d/b/a CBM Managed Services ("Contractor") located at 500 East 52nd Street, North, Sioux Falls, South Dakota.

WITNESSETH:

WHEREAS, County and Contractor entered into a Food Service Contract (the "Agreement") dated November 1, 2013 for the management of the food service operation at Adair County Detention Center;

WHEREAS, County and Contractor amended the Agreement previously via Amendment No. 1 dated May 14, 2014, via Amendment No. 2 dated October 6, 2014, via Amendment No. 3 dated July 27, 2015, via Amendment No. 4 dated November 1, 2015, and via Amendment No. 5 dated August 31, 2016;

WHEREAS, County and Contractor desire to extend the term of the Agreement for one (1) additional year to cover the period from November 1, 2017 through October 31, 2018 ("Extended Term");

WHEREAS, County and Contractor desire to update the language in Section 1.1 of the Agreement;

WHEREAS, Paragraph 2.3 "Adjustments to the Contract" of the Agreement provides that after the initial contract year, the parties may adjust the contract pricing for future years based on the CPI (Consumer Price Index) "Food Away From Home Index" for the previous year;

NOW THEREFORE, the County and Contractor hereby agree to amend the Agreement as follows:

The foregoing recitals are deemed substantive and are incorporated herein as if fully set forth.

1. **Extended Term:** County and Contractor agree to extend the Contract Term of the Agreement for one (1) additional year, effective from November 1, 2017 through October 31, 2018.

2. **Section 1:** County and Contractor agree to replace Section 1.1 of the Agreement as follows:

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1.0 FOOD AND SUPPLIES

1.1 Procurement of Food
The Contractor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storage, and inventory of all foods and direct supplies and shall pay for all food products related to food production, service and management applicable to the contract. All food and supplies offered are subject to availability. Contractor reserves the right to make food and supply substitutions when market conditions dictate or items become unavailable for any reason beyond Contractor's control. All substitutions will be made with comparable products.

1.2 Frequency of Meals
The Contractor shall provide dietary services and proposed training to provide three (3) meals per day including a minimum of two (2) hot meals per day. Regular meal times shall be with no more than fourteen (14) hours between the evening meal and the following day's breakfast meal. The Contractor shall provide a sack lunch to inmates who miss the service of the regularly scheduled meal. The sack lunch shall meet the nutritional needs of the inmates. Snacks and nutritional supplements may be required and will be charged for separately.

1.3 Meal Counts
The County shall provide the number of meals to be prepared for each meal/sack lunch which shall be called the "Census Count". All meal count orders will be given to the Contractor at least two hours prior to serving time for meals. The official daily billing count shall be Census Count or the actual count, whichever is greater. All additional County authorized "Caterings" shall be billed separately based on a mutually agreed upon price.

Staff meals will be the same meal as the inmate meal and will be billed at the same rate as the inmate meal.

1.4 Menu Cycles
The Contractor will provide dietitian approved meals on, at least, a 4-week menu cycle including providing options for medically restricted diets, religious diets, religious non-pork diets, Kosher, vegetarian and vegan diets.

1.5 Menu Planning
Menus shall be planned by the Contractor in accordance with the National Academy of Sciences to meet the nutritional needs of the inmates. The Contractor menus shall provide a variety of foods in adequate amounts to meet the Recommended Daily

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Allowances (RDAs), and American Correctional Association (ACA) standards. These shall be adjusted for age, gender, therapeutic modifications if needed, and activity level of the inmates. The Contractor shall retain copies of pertinent standards at the individual facilities. The 4-week menu cycle shall have a weekly average calorie base of 2400 calories per day for adult meals.

1.6 Menu Review and Approval
The menus prepared by the Contractor shall be reviewed and approved by a Registered Dietitian, provided at Contractor's expense, who is licensed by the State of Missouri, in order to ensure compliance. All menus prepared by the Contractor shall be approved by the Sheriff or his/her designee, with such approval not to be unreasonably denied.

1.7 Recipes and Production Standards
The Contractor shall maintain standardized recipes and portion control procedures for the County. Standardized recipes must be followed for all food preparation to ensure medical nutrition therapy, nutritional adequacy, and nutrient requirements.

1.8 Menu Modifications and Substitutions
Contractor shall make modifications in the menu, approved by Contractor's registered dietitian, to accommodate medically restricted, religious, religious non-pork, vegetarian, and vegan diets at no additional charge. Any modifications in the menu shall also be approved by the Sheriff or his/her designee.

1.9 Meal Preparation and Service
The Contractor shall supervise all meal preparation and service to ensure quality, sanitation, texture, consistency, appearance, therapeutic modifications, and temperature. The contractor shall freeze one sample tray from each meal served for a minimum of 72 hours.

1.10 Support Services
The Contractor shall provide standard training for inmate laborers at no cost to County. Consideration will be given to the possibility of providing Vocational Training in Food Service to inmates that have been designated by the Classification Officer as an Inmate Worker. Any Vocational Training taken into consideration under this Contract will not occur until the mutual consent of both parties has been obtained in regard to training program to be offered and the party responsible for the cost of the training.

1.11 Processing of Complaints
The Contractor shall follow County's grievance process and provide a response for addressing complaints from inmates related to food service.

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3. **Cost per Meal:** County and Contractor agree to the following cost per meal structure to be effective November 1, 2017 through October 31, 2018:

Inmate Population	Current Price	CPI%	New Price
0 - 30	\$ 2,900	0.900%	\$ 2,987
31 - 39	\$ 2,760	0.900%	\$ 2,785
40 - 49	\$ 2,369	0.900%	\$ 2,381
50 +	\$ 2,050	0.900%	\$ 2,066
Snack	\$ 0.920	0.900%	\$ 0.928
Kosher and Halal	\$ 6,500		\$ 6,500
Name Brand Nutritional Supplements			\$ 1,500
Milk	\$ 0.280	0.900%	\$ 0.283

4. **Effect of Amendment:** Amendment No. 6 along with the previous amendment shall be attached to the original Agreement and all terms, conditions and provisions of the original Agreement and subsequent amendment shall remain in full force and effect unless otherwise modified by this Amendment.

IN WITNESS WHEREOF, County and Contractor have executed this Amendment No. 6 as of the day and year written below.

Dated this 16 day of Sept, 2017 Dated this 28 day of August, 2017

Adair County CBM Managed Services

By: Stanley Robinson By: Shane V. Sejnoba
Adair County Commissioner Vice-President of Operations

Andrea Collop Shane V. Sejnoba
Adair County Clerk Witness

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ATTEST: Andrea Collop Stanley Robinson
County Clerk Presiding Commissioner