

MEMORANDUM OF UNDERSTANDING (“MOU”)
Law Enforcement Officers Safety Act of 2004 (“LEO-SA”)
18 U.S.C. Section 926C (2004)

1. Name and address of law enforcement agency (“Agency”)
2. **“Qualified Retired Law Enforcement Officer”** (“QR-LEO”)
- Name of QR-LEO - (“Officer”)

Parties to this MOU: “Parties” to this MOU herein collectively include the Agency and the Officer. All recitals, articles, conditions, understandings, provisions, statements, averments, oaths, etc. contained herein are solely in direct regard to application of the LEO-SA, codified at 18 U.S.C. § 926C, as outlined herein, and other federal, state, and local statutes or laws that explicitly provide retired LEOs with special concealed-carry rights and/or responsibilities.

This MOU is executed and effective as of the last date of signing, by and between all of the Parties.

RECITALS

1. Officer desires to be considered a **qualified retired law enforcement officer** (QR-LEO) under 18 U.S.C. § 926C.
2. Under the terms, conditions, requirements, averments, and articles of this MOU, the Agency hereby provides Officer with the identification card required by 18 U.S.C. § 926C(d)(1).

ARTICLES

ARTICLE 1

Compliance with 18 U.S.C. § 926C

1. Officer hereby states and avers, under oath, that he meets or exceeds all requirements under 18 U.S.C. § 926C to be considered a QR-LEO, including, but not limited to:
 - a. I, Officer, aver that I am retired in good standing from service with a public agency as a law enforcement officer (“LEO”), other than for reasons of mental instability [18 U.S.C. § 926C(c)(1)];
 - b. I, Officer, aver that before such retirement, I was authorized by law to engage in or supervise the prevention, detection, investigation, or prosecution of, or the incarceration of any person for, any violation of law, and had statutory powers of arrest [18 U.S.C. § 926C(c)(2)];

- c. I, Officer, aver that before such retirement, I was regularly employed as a LEO for an aggregate of fifteen (15) years or more [18 U.S.C. § 926C(c)(3)(A)];
- d. I, Officer, aver that I have a nonforfeitable right to benefits under the retirement plan of the agency [18 U.S.C. § 926C(c)(4)];
- e. I, Officer, aver that I have, during the most recent twelve (12)-month period, met, at my expense, unless specifically waived in writing by the Agency, the State's standards for training and qualification for active LEOs to carry firearms [18 U.S.C. § 926C(c)(5)];
- f. I, Officer, aver that I am currently not under the influence of alcohol or another intoxicating or hallucinatory drug or substance [18 U.S.C. § 926C(c)(6)], nor will I use or possess any alcohol or other intoxicating or hallucinatory drug or substance while I am carrying or otherwise in the possession of a firearm while under this MOU. I specifically aver that I shall not ingest, or be under the influence of, any substance criminalized under the Federal Controlled Substances Act.
- g. I, Officer, aver that I am not prohibited by Federal law from receiving a firearm [18 U.S.C. § 926C(c)(7)]; and
- h. I, Officer, aver that I, not less recently than one (1) year before the date I will carry concealed firearms, have been tested or otherwise found by the Agency to meet the standards established by the Agency for training and qualification for active LEOs to carry a firearm of the same type as the concealed firearm. [18 U.S.C. § 926C(d)(1)]

ARTICLE 2
Averment of Understanding

- 2. The Parties hereby state, and Officer hereby avers that he understands and fully agrees, that under this MOU:
 - a. Officer is not an employee of the Agency.
 - b. Officer is not covered by any insurance, workers' compensation plan, indemnity agreement, or any other (criminal, civil, administrative, or otherwise) culpability and/or liability-shielding mechanism, vehicle, device, or agreement.
 - c. Officer is not a sworn LEO.
 - d. Officer has no sworn LEO powers or authority.

- e. The Agency accepts no responsibility or liability in any manner, and will not be responsible or liable in any way, in any manner, or to any degree for any actions, or inactions, Officer takes, or fails to take, in any way.
 - f. Officer understands that 18 U.S.C. § 926C waives certain state firearms laws, however, the statute does not waive other laws, such as carrying a firearm in the open (non concealed), carrying a firearm in a motor vehicle, etc.
 - g. Officer understands that states differ widely in their laws of self defense, defense of others, and defense of property, and Officer will endeavor to educate him/herself in those areas.
 - h. If at any time and/or under any circumstance or condition Officer becomes in non-compliance with this MOU and/or 18 U.S.C. § 926C:
 - i. Officer's ability to carry or possess firearms under this MOU instantly becomes irrevocably null and void (under this MOU);
 - ii. Officer will immediately cease and desist from carrying, possessing, etc. any firearm under the auspices of this MOU;
 - iii. Officer will, within seventy-two (72) hours of any non-compliance:
 - (1) Notify the Agency of Officer's change in circumstance;
 - (2) Provide a written statement regarding any non-compliance; and
 - (3) Surrender the identification card provided to the Officer under this MOU to the Agency.
3. As partial exchange for consideration as a QR-LEO, Officer hereby states under oath that he:
- a. Will fully abide by 18 U.S.C. § 926C and this MOU; and
 - b. Will at all times and under all circumstances abide by any and all applicable federal, state, local, or other statutes, laws, ordinances, etc.

ARTICLE 3

General Provisions

4. Notices. Any and all notices, consents, documents, or communications provided for in this MOU shall be given in writing and shall be personally delivered, mailed by registered or certified mail (return receipt requested), or sent by courier,

confirmed by receipt, and addressed as follows (or to such other address as the addressed Party may have substituted by notice pursuant to this Section):

a. If to the Agency:

Name and address of Agency

b. If to Officer:

Name and address of Officer

Such notice, consent, document, or communication shall be deemed given upon personal delivery or receipt at the address of the Party stated above or at any other address specified by such Party to the other Party in writing, except that if delivery is refused or cannot be made for any reason, then such notice shall be deemed given on the third business day after it is sent. The three-day rule shall only apply if the failure of delivery is not the fault of the person sending the notice (e.g. a faulty address).

5. Duty to Defend and Indemnify. Officer agrees that (s)he is solely responsible to fully defend and indemnify the Agency (including the Agency's governmental entity, executives, trainers, officers, etc.) from any and all forms of liability, or loss, when such liability exposure emanates, directly or indirectly, from Officer's acting, or failing to act, under the auspices of this MOU.
6. Entire Agreement. This MOU contains the entire understanding and the full and complete agreement of the Parties and supersedes and replaces any prior understandings and/or agreements among the Parties with respect to the subject matter thereof.
7. Headings. The headings of sections and paragraphs of this MOU are for convenience of reference only and shall not control or affect the meaning or construction of any of its provisions.
8. Consideration. Execution of this MOU is a condition of any privileges herein.
9. Amendment. This MOU may be altered, amended, or modified only in a writing signed by the Parties hereto.
10. Assignment. This MOU and any rights and duties set forth herein may not be assigned by either Party in whole or in part.
11. Severability. If any court of competent jurisdiction determines that any provision of this MOU is invalid or unenforceable, then such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding, enforceable, in full force and effect, and such invalid or unenforceable

provision shall be construed in a manner so as to give the maximum valid and enforceable effect to the intent of the Parties expressed herein.

- 12. Waiver of Breach. The waiver by either Party of the breach of any provision of this MOU shall not operate or be construed as a waiver of any subsequent breach by either Party. Any such waiver shall be in writing to be effective.
- 13. Renewal. This MOU will be automatically renewed each year as long as Officer remains in full and complete compliance with 18 U.S.C. § 926C and this MOU.
- 14. Governing Law; Construction. This MOU shall be governed by the internal laws of the State of location of the Agency, without regard to any rules of construction concerning the draftsman hereof.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year of the last date entered below.

Date: _____

For the Agency:

Name of Agency

By: _____

State of _____)
) ss.
 County of _____)

I, Officer, hereby state under oath, that the statements and averments that I have made herein are true and correct and that I hereby agree to fully and completely abide by the articles of this MOU and the provisions of 18 U.S.C. § 926C.

Date: _____

Qualified Retired Law Enforcement Officer:

Name of Officer

Subscribed and sworn to before me this _____ day of _____, 20____.

 Notary Public
 State of _____
 My Commission expires on _____

Excerpted copy of 18 U.S.C. § 926C is attached hereto and made an integral part hereof.

18 U.S.C. Section 926C (2004) (enacted into law on July 22, 2004), states:

Sec. 926C. Carrying of concealed firearms by qualified retired law enforcement officers

- (a) Notwithstanding any other provision of the law of any State or any political subdivision thereof, an individual who is a qualified retired law enforcement officer and who is carrying the identification required by subsection (d) may carry a concealed firearm that has been shipped or transported in interstate or foreign commerce, subject to subsection (b).
- (b) This section shall not be construed to supersede or limit the laws of any State that--
 - (1) permit private persons or entities to prohibit or restrict the possession of concealed firearms on their property; or
 - (2) prohibit or restrict the possession of firearms on any State or local government property, installation, building, base, or park.
- (c) As used in this section, the term 'qualified retired law enforcement officer' means an individual who--
 - (1) retired in good standing from service with a public agency as a law enforcement officer, other than for reasons of mental instability;
 - (2) before such retirement, was authorized by law to engage in or supervise the prevention, detection, investigation, or prosecution of, or the incarceration of any person for, any violation of law, and had statutory powers of arrest;
 - (A) before such retirement, was regularly employed as a law enforcement officer for an aggregate of 15 years or more; or
 - (B) retired from service with such agency, after completing any applicable probationary period of such service, due to a service-connected disability, as determined by such agency;
 - (3) has a nonforfeitable right to benefits under the retirement plan of the agency;
 - (4) during the most recent 12-month period, has met, at the expense of the individual, the State's standards for training and qualification for active law enforcement officers to carry firearms;
 - (5) is not under the influence of alcohol or another intoxicating or hallucinatory drug or substance; and
 - (6) is not prohibited by Federal law from receiving a firearm.

- (d) The identification required by this subsection is--
 - (1) a photographic identification issued by the agency from which the individual retired from service as a law enforcement officer that indicates that the individual has, not less recently than one year before the date the individual is carrying the concealed firearm, been tested or otherwise found by the agency to meet the standards established by the agency for training and qualification for active law enforcement officers to carry a firearm of the same type as the concealed firearm; or
 - (2)
 - (A) a photographic identification issued by the agency from which the individual retired from service as a law enforcement officer; and
 - (B) a certification issued by the State in which the individual resides that indicates that the individual has, not less recently than one year before the date the individual is carrying the concealed firearm, been tested or otherwise found by the State to meet the standards established by the State for training and qualification for active law enforcement officers to carry a firearm of the same type as the concealed firearm.
- (e) DEFINED TERM--As used in this section, the term 'firearm' does not include--
 - (1) any machinegun (as defined in section 5845 of title 26);
 - (2) any firearm silencer (as defined in section 921); and
 - (3) a destructive device (as defined in section 921).