

**Letter of Agreement**  
Approval to Modify GSA Fleet Vehicles

The United States Agency Name is requesting approval to modify General Services Administration (GSA) Fleet leased vehicles to accommodate telematics devices. The devices shall Telematics Device Manufacturer Device Name/Brand comply with original equipment manufacturer (OEM) upfit/installation guidelines, shall conform to the OEM guidance for aftermarket equipment, and shall not void any OEM vehicle warranties.

1. As required by 41 C.F.R. 101-39.304, the requesting agency has determined that modifying the vehicles as requested is essential for the accomplishment of the agency's mission.
2. Subject to the conditions outlined herein, GSA Fleet approves the request to install the above-mentioned telematics system.
3. In conjunction with submitting this LOA, the requesting agency shall provide GSA Fleet a list of all vehicles/VINs they plan to install with telematics under the LOA. GSA Fleet reserves the right to request certain data derived from the telematics device including, but not limited to, VINs, make/model, device activation date, and device deactivation date..
4. The requesting agency will be responsible for arranging and funding both the installation and removal of the vehicle modifications.
5. The requesting agency will be responsible for the removal of any vehicle modifications and returning the vehicle to its original condition prior to turning the vehicles into GSA Fleet. This applies to vehicles that are eligible for replacement, being turned in early, or vehicle assignments that are being terminated. If this remediation is not performed prior to turn-in, GSA will perform it and bill the requesting agency for all costs that GSA incurs. GSA Fleet personnel will inspect the vehicles at the time of turn-in and will determine if the modifications damaged the vehicles. If damage exists and must be corrected by GSA, the requesting agency agrees to reimburse GSA for any repairs necessary. If GSA determines that the vehicle is damaged beyond economical repair, GSA will charge all costs to the agency, including the fair market value of the vehicle less any salvage value.
6. If an agency leaves agency-owned equipment on the vehicle, the local Fleet Management Center (FMC) will attempt to notify customers of any equipment left behind and request the customer pick it up at the nearest FMC. If the equipment is not picked up, GSA Fleet will consider this equipment voluntarily abandoned. Any expenses or losses incurred by GSA Fleet to properly address the abandoned equipment, such as if it has to be removed and sold/excessed or destroyed will be charged back to the agency.
7. The requesting agency expressly acknowledges that it shall have no right of, and hereby waives any claim for, subrogation or reimbursement against GSA for a claim filed under applicable Federal law including the Federal Employees' Compensation Act or the Federal Tort Claims Act for injuries or death that may occur as a result of the installation of aftermarket equipment or vehicle modifications.
8. As GSA Fleet rolls out new telematics solutions, replacement vehicles will be transitioned to GSA Fleet's solution. GSA Fleet will work collaboratively with agencies to ensure a smooth transition and to ensure agency security concerns are addressed.

Agreed To By:

---

William A. Toth, Jr.  
Director  
Office of Fleet Management

---

Agency Approver  
Title  
Agency Name