



San Joaquin Delta College  
**Campus Police Department**

5151 Pacific Avenue • Stockton • CA • 95207-6370  
 Telephone: (209) 954-5000 • Fax: (209) 954-5600

Marc E. Brommé, *Chief*

April 20, 1998

TO: State '1033' Coordinator  
 Office Criminal Justice Planning  
 Crime Suppression Branch  
 1130 K Street Suite 300  
 Sacramento, Ca 95814

**SUBJECT:** Weapon Request Excess Property

**ADMINISTRATIVE DATA :**

San Joaquin Delta College Police Department; Chief of Police Marc Bromme, 5151 Pacific Ave., Stockton CA., 95207, 209-954-5000, (fax) 209-954-5605. Additional contact: (DRMO screener) Officer Robert M. Di Piero, 209-954-5000, (fax) 209-954-5605.

**Agency Description:**

The San Joaquin Delta College Police Dept. provides services twenty-four hours-a-day, seven days-a-week. The Police personnel enforce federal, state and local laws, as well as handling the investigation of all criminal and traffic cases that occur on the campus. The Police Officers derive their authority from Penal Code Section 830.32(A). **Currently have ten sworn officers.** (Patrol, property officer, rangemasters, drug recognition experts, traffic, chemical agent instructor, weaponless defense instructor, bicycle patrol, HAZ-MAT team (forthcoming), investigations, etc.)

**PROGRAM ASSURANCES Terms and Conditions:**

I have read and understand the Memorandum of Agreement and the California Plan Of Operation, signed by the Defense Logistical Agency and the State of California. We understand and agree to comply with the terms and conditions indicated therein. San Joaquin Delta College Police Dept. waives and releases any claim against the State of California and the Office of Criminal Justice Planning for any injury or loss that results in the equipment procured under this program.

The obtained equipment would be stored in the departments *firearm safe* or secured in police department vehicle [ (regarding shotguns) during the officers tour of duty] until needed. Any firearms and related equipment obtained will be *registered in full compliance with BATF* regulations.

**WEAPONS INFORMATION:**

QUANTITY	TYPE	
2	12 ga. Shotgun Remington	* If possible 1 pump action 1 semi-auto action
1	M-79 40mm grenade launcher	
1	M-16 rifle	Semi-auto

The M-79 and one of the shotguns will be used for chemical agent deployment and less than lethal munitions deployment. The other shotgun will be used by patrol officers when needed. The M-16 will be kept at the police department unless needed where it will be issued to an officer trained in its use. *The shotguns and rifle will be maintained by our department armorer. The M79 will be maintained by our department armorer and chemical agent instructor.* Do to budget cutbacks our agency would be unable to purchase these weapons. The SJDC PD currently has ten sworn police officers. *Population: 14,000 Area: The San Joaquin Delta College grounds (Stockton) approx. 4 sq. miles (covered by our department., SJDC Manteca Farm (Manteca) approx. 1 sq. mile and surrounding areas.*

*disallow  
DKS*

If further information is required contact Robert M. Di Piero at 209-954-5000, (FAX) 209-954-5605.

*Marc Bromme*

Marc Bromme  
Chief Of Police

# RELEASE OF LIABILITY

Agency: San Joaquin Delta College Police Dept. hereinafter  
identified as the California Law Enforcement Agency (CLEA) acknowledges receipt of

All excess military property

from the Department of Defense pursuant to Section 1033 of the National Defense Authorization Act for Federal Fiscal Years 1990-1997. The CLEA accepts the transfer of this equipment "as is" with no warranties of fitness for any purpose.

The CLEA acknowledges that there are hazards associated with the use of this property which can cause damage to property and serious injury or death. The recipient agrees that it IS NOT the responsibility of the Department of Defense, the Governor's Office of Criminal Justice Planning (OCJP), or the State of California to provide appropriate training to any person who may use this property. Neither OCJP nor the State of California assume any liability for damages or injuries to any person or property arising from the use of the property. By signing this agreement, the CLEA agrees to indemnify, discharge and to save harmless, OCJP, the State of California, its legal representatives or assigns, and all persons acting under its permission or authority from any and all suits, actions, demands or claims of any nature arising out of the use of this property.

The CLEA agrees to maintain, at its expense, adequate liability and property damage insurance and workman's compensation insurance to cover any such claims.

The above listed equipment is considered excess to the needs of the Department of Defense because it is being replaced or is no longer needed. The above listed equipment may be in any condition from new to unserviceable. Neither OCJP nor the State of California make any claims or warranties, express or implied, concerning the condition of said property or whether this property is usable for its intended purpose. The CLEA agrees to indemnify and hold the United States Government, OCJP, and the State of California harmless from any and all suits, actions, demands or claims of any nature arising out of the condition of said property. The equipment is eligible for transfer to federal and state law enforcement agencies (LEAs) for use in their activities under the authority of Section 1033 of the National Defense Authorization Act for Federal Fiscal Years 1990-97. (This amendment extended the authority indefinitely.) The recipient CLEA acknowledges that it has been informed that, upon disposal, such disposal may produce hazardous waste. Transportation, storage, and disposal of such waste are the sole responsibility of the CLEA. The CLEA also acknowledges that it is solely responsible for the proper disposal of, and any and all costs associated with, any element or expendable subcomponent in accordance with environmental protection laws and regulations.

*Mark Beattie*  
CLEA Representative  
Chief of Police

*20 Apr 98*  
Date

Title: \_\_\_\_\_

2/18/97

CITY OF CONCORD  
POLICE DEPARTMENT  
1350 Galindo Street  
Concord, California 94520  
FAX:

OFFICE OF THE CHIEF OF POLICE  
Telephone:



CITY COUNCIL  
Mark Peterson, Mayor  
Michael A. Pastrick, Vice Mayor  
Helen M. Allen  
Laura M. Hoffmeister  
Bill McManigal

Lynnet Keihl, City Clerk  
Thomas Wentling, City Treasurer

Edward R. James, City Manager

April 20, 1998

**TO:** State '1033' Coordinator  
Office Criminal Justice Planning  
Crime Suppression Branch  
1130 K Street Suite 300  
Sacramento, CA 95814

**Subject:** Weapons Request-Addendum

The Concord Police Department would like to submit an addendum to the Weapons Request dated March 20, 1998. It has come to our attention that there may be additional M16 Rifles and 12 Gauge Remington Model 870 shotguns available. We would like to add the following to our original request.

**Specific Weapons Information**

We are requesting 5 additional M16 Rifles with the Operators Manual, Cleaning Kit, magazines and any accessories available.

We are also requesting 50 Remington Model 870 shotguns. The weapons will be placed in patrol cars and assigned to the Investigations Unit, Narcotics Enforcement Unit and SWAT Team. Prior to being deployed in the field, the assigned officers will be required to show proficiency in the safe handling, care and maintenance of the weapon.

Sincerely,

A handwritten signature in black ink that reads "Mark Ent" with a flourish at the end.

Robert V. Bradshaw  
Chief of Police

# WEAPONS PROCESSED

## TRANSFER AGREEMENT

THIS AGREEMENT made between the UNITED STATES ARMY (hereinafter called "the transferrer") and the State of California on behalf of the San Joaquin Delta College Police Department, (hereinafter called the "transferee") located at 5151 Pacific Avenue, Stockton, California 95207.

### MUTUALLY AGREED UPON TERMS OF TRANSFER

The transferee has requested two M14 Rifle(s) in support of Law Enforcement operations. The Government agrees to transfer not more than two M14 Rifle(s) to the transferee for this purpose.

All Demilitarization (DEMIL) costs are to be incurred by the transferee.

Transferee agrees to prepay costs incurred for packing, crating, handling, transportation, and material release of the property to the destination specified by the transferee.

The transferee acknowledges receipt of the above described property of the Department of Defense pursuant to Section 1033 of the National Defense Authorization Act for Fiscal Year 1997. The transferee accepts the transfer of the property "as is" with no warranty of any kind including any implied warranties such as warranties of fitness for any purpose. The transferee acknowledges that there are hazards associated with the use of the property, which can cause damage to property and serious injury or death. The transferee agrees to provide appropriate training to any person who may use the property.

**The transferee certifies that no person who has been convicted of a misdemeanor crime of domestic violence will be allowed to possess, transport or otherwise have access to any weapon(s) transferred under this agreement.**

The Department of Defense assumes no liability for damages or injuries to any person or property arising from the use of the property. The transferee shall indemnify and hold the United States Government harmless from any and all suits, actions, demands or claims of any nature arising out of the use of the property. The transferee agrees to maintain, at its own expense, adequate liability and property damage insurance and workman's compensation insurance to cover any such claims.

The Bureau of Alcohol, Tobacco and Firearms (ATF) has identified the rifles transferred to your activity as machine guns as defined by 26 U.S.C. 5845(b). Machine guns not owned by the United States, or any agency thereof, must be registered with the ATF.

Unregistered machine guns transferred by DOD to civilian law enforcement agencies may be lawfully registered by the receiving agency by submitting an ATF Form 10, Application for Registration of Firearms Acquired by Certain Governmental Entities, to ATF. Upon receipt of a properly executed Form 10, ATF will accept the registration of the weapon(s) and notify the submitting agency. Any machine guns registered in this manner are restricted for law enforcement use only. The receiving agencies may only dispose of the weapon(s) through approved transfers, by the 1033 State Coordinator, by shipment of weapon(s) back to shipping depot, by destruction, or abandonment of the firearm to ATF.

The weapon(s) may not be transferred to licensed firearms dealers or other persons.

Your agency is required to register the transferred weapon(s) with the ATF upon receipt. Requirements of this registration program can be found in the Code of Federal Regulations at 27 CFR 179.101-105.

Proof of registration must be provided to the State 1033 Coordinator and Tacom, Rock Island Site.

Subject to the conditions set forth herein, title to the property is transferred to the transferee upon written acceptance hereof from the transferee.

Executed on behalf of the transferrer on March 4, 2003, at Tacom, Rock Island Site, Rock Island, Illinois 61299-7630.

United States Army

BY:                   //Signed//                    
Beverly Lafferty  
Logistics Team  
U.S. Army Tank-Automotive and  
  Armaments Command  
ATTN: AMSTA-LC-CSL  
1 ROCK ISLAND ARSENAL  
BLDG 110, 2<sup>ND</sup> FLOOR  
Rock Island, IL 61299-7630  
PHONE: (309) 782-6304

ACCEPTANCE

The transferee, through its authorized representative, hereby accepts title to and delivery of the transferred property, subject to the conditions specified above.

Executed on behalf of the transferee on March 26, 2003

At San Joaquin Delta Community College District Police Department  
5151 Pacific Ave. , Stockton, Calif. 95207-6370

San Joaquin Delta College Police Department

(Name of transferee organization)

*Alan P. Brumby*  
(Signature)

TITLE: Chief of Police

ADDRESS: 5151 Pacific Ave.

Stockton, Calif. 95207-6370

ATTN: Ofc. Di Piero

APPROVED BY: \_\_\_\_\_  
(STATE 1033 COORDINATOR)

**OFFICE OF CRIMINAL JUSTICE PLANNING**

OFFICE OF THE DIRECTOR  
1130 K STREET, SUITE 300  
SACRAMENTO, CA 95814



April 28, 1998

Lieutenant Tim Hutson  
Officer In Charge  
Law Enforcement Support Office  
3171 N. Gaffey St., Bldg. 100  
San Pedro, California 90731

Dear Lieutenant Hutson:

My staff has reviewed the attached request by the San Joaquin Delta College Campus Police Department. Based on their review, I am recommending the transfer of two (2) 12 gauge shotguns, one (1) M79 grenade launcher to the San Joaquin Delta College Campus Police Department, a California Law Enforcement Agency. The attached request meets the requirements of the Defense Logistics Agency's Memorandum of Agreement, the California Plan of Operation, and other applicable state requirements.

I sincerely appreciate your efforts in procuring this valuable equipment. If you have any questions, please contact Gary White, Senior Criminal Justice Specialist, Counter-Drug Procurement Program, at (916) 323-7427.

Sincerely,

A handwritten signature in black ink, appearing to read "D. R. Shaw".

DAVID R. SHAW  
Chief Deputy Director

Attachment

cc: Gary White



**GOVERNOR'S OFFICE OF CRIMINAL JUSTICE PLANNING**

OFFICE OF THE DIRECTOR  
1130 K STREET, SUITE 300  
SACRAMENTO, CA 95814  
(916) 324-6724 (916)



December 24, 2002

Lieutenant Colonel Thomas Small  
Director  
Law Enforcement Policies and Support  
8725 John J. Kingman Road, Room 3421  
Ft. Belvoir, Virginia 22060-6621

Dear LTC Small:

My staff has reviewed the attached request by the City of Stockton, San Joaquin Delta College Campus Police Department in California. Based on my review, I am recommending the transfer of two (2) M14 Rifle(s) to the City of Stockton, San Joaquin Delta College Campus Police Department. The attached request meets the requirements of the Defense Logistics Agency's Memorandum of Agreement, California Plan of Operation, and other applicable state requirements.

I sincerely appreciate your efforts in procuring this valuable equipment. If you have any questions, please contact Officer Mike Croxson, Counter-Drug Procurement Program, at (916) 323-7725.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Hipsley".

WILLIAM A. HIPSLEY  
CHIEF  
Public Safety/Crime Prevention Division

Attachment

Cc: Mike Croxson

A handwritten signature in black ink, appearing to read "Mike Croxson".

Mike Croxson, SPOC



IN REPLY  
REFER TO J-3722

DEFENSE LOGISTICS AGENCY  
HEADQUARTERS  
8725 JOHN J. KINGMAN ROAD, SUITE 3422  
FT. BELVOIR, VIRGINIA 22060-6221

January 06, 2003

MEMORANDUM FOR: STATE COORDINATOR  
ATTN: OFC ROBERT M DI PIERO

SUBJECT: WEAPONS REQUEST RESPONSE


CA SAN JOAQUIN DELTA COLLEGE PD  
5151 PACIFIC AVE  
STOCKTON, CA 95207-

Dear OFC ROBERT M DI PIERO:

This letter is to inform you that your agency has been approved by the Law Enforcement Support Office to receive 2EA, RIFLE, 7.62 MILLIMETER on TRANCHE 83, pending shipment of weapons while quantities are available. The official weapons transfer agreements will be forwarded to your state coordinator.

If you have any questions regarding this correspondence, contact your state coordinator. If they are unavailable, contact this office at 1-800-532-9946.

Sincerely,

  
THOMAS F. SMALL  
LTC, USA  
Director, LESO

SAN JOAQUIN DELTA COLLEGE DISTRICT CLEARING ACCOUNT  
5151 PACIFIC AVE. • STOCKTON, CALIFORNIA 95207  
(209) 954-5083

No. 080512

DATE 27-MAR-03 CUST. ACCT. NO. 27-MAR-03 DEMO (ARMY) SURPLUS GUNS

INVOICE NO. 27-MAR-03

DESCRIPTION

DISCOUNT AMOUNT

NET AMOUNT

0.00

65.82

PLEASE DETACH AND RETAIN THIS STATEMENT AS YOUR RECORD OF PAYMENT

*Thank You*

65.82

SAN JOAQUIN DELTA COLLEGE  
DISTRICT CLEARING ACCOUNT

5151 PACIFIC AVE. • STOCKTON, CALIFORNIA 95207

No. 080512

PACIFIC AVENUE OFFICE  
WELLS FARGO BANK  
1906 PACIFIC AVENUE  
STOCKTON, CALIFORNIA 95204

THIS CHECK IS VOID AFTER SIX MONTHS

STEP 1 DATE

CHECK NUMBER

CHECK AMOUNT

27-MAR-03

80512

\*\*\*\*\*65.82

PAY TO THE ORDER OF *SAN JOAQUIN DELTA COLLEGE* Sixty-Five Dollars And 82 Cents \*\*\*\*\*

U S TREASURY

*Bill [Signature]*  
*Steve [Signature]*

TWO SIGNATURES REQUIRED

⑆080512⑆ ⑆21000248⑆4570 048785⑆

## GOVERNOR'S OFFICE OF CRIMINAL JUSTICE PLANNING

1130 K STREET, SUITE 300  
SACRAMENTO, CA 95814

Chief Marc Bromme  
C/O Ofc Robert Di Piero  
5151 Pacific Avenue  
Stockton, CA 95207-6370

**RE: WEAPONS REQUEST APPROVAL**

Your agency's request for weapons has been approved by William A. Hipsley, Chief, Public Safety Division, and Coordinator, California Counter-Drug Procurement Program, and is enclosed for your review and acquisition. **You are required to respond with payment and shipping instructions to the Department of Defense, Rock Island on or before 2 MAR 2005**. Failure to respond will result in cancellation of your authority to receive these weapons. **There are NO extensions.**

Follow the directions by responding to the four- (4) requirements listed:

The Chief Law Enforcement Executive must sign all original copies of each transfer agreement (Transferee Signature Block),

**Forward signed original complete copies: One (1) back to OCJP/CCDPP, Attention: Mike Croxson, SPOC / SSG Tom Goodman, Send one with your check to Rock Island, and keep one for your files,**

Follow Shipping instructions; and

After receipt of the weapons, register with ATF, Form #10, attached, make additional copies if needed, and send proof of registration to OCJP/CCDPP, Attention: Mike Croxson, SPOC / SSG Tom Goodman.

If you have any further questions, please contact me at (916) 323-7725, SSG Tom Goodman (916)324-6724 or email at tgoodman@ocjp.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Croxson".

MIKE CROXSON, CCDPP  
STATE POINT-OF-CONTACT  
OCJP  
1130 K ST. #300  
Sacramento, CA 95814

cc: File