

Law Enforcement 1033 Excess Property Program Eligibility Application

Thank you for your interest in the Law Enforcement Property Program. Effective February 6, 1995, the Pennsylvania Department of General Services, Law Enforcement Property Program assumed the responsibilities of the Drug Reduction Property Program that had been administered by the Pennsylvania State Police. Public Law 101-189 expanded the scope of the original program, opening the excess property program to all law enforcement activities, removing the requirement that the property be suitable for counterdrug activity only, and ensuring the permanent status of the program. **The Department of Defense, Defense Logistics Agency 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 the powers of arrest and apprehension.**

The Law Enforcement Property Program will work in conjunction with the Federal Surplus Property Program and its extensive resources to provide you with the highest quality property available to enable you to perform your duties more efficiently and safely.

Please complete the attached application and return it to our office in order to participate in the Law Enforcement Property Program. The first page of the application complies with state regulations for participation. The Law Enforcement Data Sheet complies with federal regulations for participation. Furnish all requested information, including supporting documentation as outlined in the attached instructions. **The application must be signed by the Chief Executive Officer of your sponsoring municipality and the Chief Executive Officer of your law enforcement activity.** Eligibility will be determined based on the returned information conforming with Federal requirements.

Should you have any questions regarding the completion of this application, please call our office at 717-787-9725 ext. 3212. We look forward to serving your law enforcement needs.

**Department of General Services
Law Enforcement Property Program
2221 Forster Street, PO Box 1365
Harrisburg, Pennsylvania 17105**

Law Enforcement Property Program Application and Agreement

1.

Organization Name: _____

Organization Address: _____

Telephone: _____

Fax: _____

Federal ID: _____

Mailing Contact: _____

E-mail Address: _____

2. Applicant Narrative: submit as an attachment to the application

3. Law Enforcement Data Sheet: submit as an attachment to the application

4. Certification: initial and return attached Certifications and Agreements

By signature of this document, I/we certify that we have the authority to enter into this Agreement and to be bound by its terms and conditions.

Chief Executive Officer, Political Subdivision (print)

Chief Executive Officer, Political Subdivision (sign)

Date

Chief Executive Officer, LEA (print)

Chief Executive Officer, LEA (sign)

Date

FOR OFFICIAL USE ONLY

Reviewed By:

Date:

Approved

Denied—Reason

Director

Date

**Law Enforcement Data Sheet
Pennsylvania Law Enforcement Property Program**

Law Enforcement Agency: _____

Address: _____

E-mail: _____

Phone: _____

Fax: _____

Number of Full-Time Sworn Officers: _____

Number of Full-Time Sworn Narcotics Officers: _____

Number of Full-Time Sworn Tactical Officers: _____

Weapons Point of Contact: _____

All Authorized Screeners Must Be Sworn Officers

	<u>Name (print)</u>	<u>Rank</u>	<u>Signature</u>	<u>E-Mail</u>
Screeener:	_____	_____	_____	_____
Screeener:	_____	_____	_____	_____
Screeener:	_____	_____	_____	_____
Screeener:	_____	_____	_____	_____

Chief Executive Officer, LEA

Date

State Coordinator

Date

This form must be completed annually or as changes occur within the Law Enforcement Activity, and submitted through the State Coordinator

Sample Narrative

Anywhere City Police Department 123 Any Street Anywhere, PA 00000

January 0, 0000

Scott E. Pepperman, Chief
Department of General Services
Law Enforcement Property Division
2221 Forster Street, PO Box 1365
Harrisburg, Pennsylvania 17105

Dear Mr. Pepperman:

Anywhere City's Police Department is located in Somewhere County, Pennsylvania, and consists of 50 full time sworn officers. Our jurisdiction covers the metropolitan city of Anywhere and the 10 unincorporated townships of the surrounding area. In all, our agency serves over 10,000 citizens and covers 30 square miles. We operate out of one building, approximately 5000 square feet in size, located at 123 Any Street in the City of Anywhere, 00000.

Anywhere City's Police Department requests that it be enrolled as a participant in the excess Federal personal property program as defined in the Defense Authorization Act, 1997 PL 104-181, Section 1033, Transfer of Excess Personal Property.

Over the past two years, we have observed a steady increase in illicit drug activity. Arrests involving illegal drugs have increased to the highest level ever, with sixty arrests made last month alone. Our largest problem in marijuana cultivation, followed closely by clandestine drug laboratories. The situation has deteriorated to the point of requiring a full-time narcotics task force consisting of five officer.

We are particularly interest in camouflage clothing, boots, binoculars, office equipment, radios, vehicles, and any other equipment that could be utilized by our police department to accomplish its mission of drug eradication.

Sincerely,

I.M. Incharge, Chief
Anywhere City Police Department

Please note that your agency is not bound to acquire the items listed in the request section of your letter. Also, you may make additional requests on behalf of your agency at any time. This list is used to track trends on requested items, and to allow our screeners the opportunity to find the items most needed.

Instructions

1. Applicant Contact Information:

Provide the Federal Identification number and full legal name of your organization. The Chief Executive Officer may hold any appropriate title—President, Chairman, Chief—and must hold the ultimate responsibility for the management of your organization. Please include a telephone number, a fax number, and an e-mail address at which the CEO may be reached. If your legal mailing address is a rural route or a post office box number, please include a physical location as well. The mailing contact may be the CEO or other individual whom you choose to designate within your organization.

2. Applicant Narrative:

Provide a detailed narrative description of your organization's mission, services, and activities. Include the number of sworn officers; the community and population served by your organization, as well as the area in square miles served; a description of your physical facilities; the positive impact of this property on any region or jurisdiction beyond your agency; and the intended use of any property in a counterdrug or counterterrorism role. **If your organization is not a political subdivision, but was created by an act of law, such as an authority, please provide a reference to the law under which you were created and the organization that supervised your creation.** The attached letter is provided for your reference in completing your activity's narrative.

3. Law Enforcement Data Sheet:

This data sheet is your activity's contract with the Department of Defense regarding utilization and compliance with the terms and conditions incident to the donation of excess personal property for law enforcement purposes.

4. Certifications and Agreements:

Read, initial, and return the enclosed Certifications and Agreements. The Memorandum of Agreement between the Commonwealth of Pennsylvania and the Department of Defense is for your records.

4. Certifications and Agreements

The Applicant certifies and agrees to the following terms and conditions:

- (1) It is a Law Enforcement Activity whose primary function is the enforcement of applicable Federal, State, and local laws, and whose compensated law enforcement officers have the powers of arrest and apprehension.
- (2) The property secured is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area the mission of the LEA. The property is not being acquired for any other use or purpose, or for sale or other distribution, or for permanent use outside the State, except with prior written approval of the State Coordinator.
- (3) Funds are available to pay all costs and charges incident to donation.
- (4) Program participation is subject to the nondiscrimination regulations governing the donation of excess personal property issued under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 303 of the Age Discrimination Act of 1975. The applicant hereby agrees that the program for or in connection with which any property is donated will be conducted in compliance with, and the applicant will comply with and will require any other person or legal entity who, through contractual or other arrangements with the applicant, is authorized to provide services or benefits under said program, to comply with all requirements imposed by or pursuant to the regulations of the Department of Defense in 32CFR part 195, issued under the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq); Section 504 of the Rehabilitation Act of 1973, as amended by the Rehabilitation Act Amendments of 1974, as implemented by Department of Justice regulations in 28 CFR Part 41 and Department of Defense regulations at 32 CFR Part 56; and Section 303 of the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by the Department of Health and Human Services regulations in 45 CFR part 90, to the end that no person in the United States shall, on the grounds of race, color, natural origin, sex, or age, or that no otherwise qualified handicapped personnel shall, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the applicant received federal assistance from the Department of Defense, and hereby gives assurance that it will immediately take any measure necessary to effectuate this agreement.
- (5) It will be bound by the terms and conditions stated on all transfer documents.
- (6) The individuals listed as Authorized Screeners on the Law Enforcement Data Sheet are vested with the power to sign for and secure property on behalf of your activity.
- (7) All items of property shall be placed into use for the purpose(s) for which acquired within 1 year of receipt and shall be continued in use for such purpose(s) for 1 year from the date the property was placed into use. In the event the property is not placed into use, or continued in use, the application shall immediately notify the State Coordinator and, at the applicant's expense, return such property to the State Agency, return such property to the DRMO, or otherwise make the property available for transfer or other disposal by the State Coordinator, provided the property is still usable, as determined by the State Coordinator.
- (8) Such special handling or use limitations as stated herein and/or as are imposed by the Department of Defense on any item(s) of property received.
- (9) In the event the property is not so used or handled as required by (1) and (2) of this section, title and right to the possession of such property shall, at the option of the Department of Defense, revert to the United States of America, and, upon demand, the application shall release such property to such person as the Department of Defense or its designee shall direct.
- (10) The property acquired by the applicant is on an "as-is, where-is" basis, without warranty of any kind, and the Government of the United States of America and the Commonwealth of Pennsylvania will be held harmless from any or all debts, liabilities, judgments, costs, demands, suits, actions, or claims of any nature arising from or incident to the donation of the property, its use, or its final disposition.
- (11) The applicant shall carry insurance against damages to or loss of property due to fire or other hazards, and where loss of or damage to donated property with unexpired terms, conditions, reservations, or restrictions occurs, the Department of Defense or the State Agency, as the case may be, will be entitled to reimbursement from the applicant out of the insurance proceeds of an amount equal to the unamortized portion of the fair market value of the damaged or destroyed donated items.
- (12) From the date it receives any property through the period(s) of time the conditions imposed by this agreement remain in effect, the applicant shall not trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property or remove it permanently for use outside the State without the prior ap-

proval of the Department of Defense or the State Coordinator, as appropriate. The proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the property when so authorized by the Department of Defense or the State Coordinator, shall be remitted promptly by the applicant to the Department of Defense and/or the State Agency, as the case may be.

- (13) In the event any of the property received is sold, traded, leased, loaned, bailed, encumbered, cannibalized, or otherwise disposed of by the applicant from the date it receives the property through the period(s) of time the conditions imposed by this agreement remain in effect, without the prior approval of the Department of Defense or the State Coordinator, the applicant, at the option of the Department of Defense or the State Coordinator shall pay to the Department of Defense or the State Agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by the Department of Defense or the State Coordinator.
- (14) If, at any time from the date it receives the property through the period(s) of time the conditions imposed by this agreement remain in effect, any of the property received is no longer suitable, usable, or further needed by the applicant for the purpose(s) for which acquired, the applicant shall promptly notify the State Coordinator, and shall, as directed by the State Coordinator, return the property to the State Agency, release the property to another applicant or another State Agency or to a department or agency of the United States, sell, or otherwise dispose of the property. The proceeds from any such sale shall be remitted promptly by the applicant to the State Agency.
- (15) In the event that the LEA abrogates any of the terms and conditions incident to the issuance of property resulting in a non-compliance investigation, the Law Enforcement Property Program reserves the right to recover all reasonable costs it may incur incident to the investigation and resolution of the non-compliance issue from the responsible LEA.
- (16) The applicant shall make reports to the State Coordinator on the use, condition, and location of the property received, and on other pertinent matters as may be required from time to time by the State Coordinator.
- (17) The Applicant agrees to the following additional conditions applicable to the donation of Aircraft (fixed-wing and rotary), Flight Safety Critical Aircraft Parts (FSCAP), and Munitions List Items (MLI):
 - (a) Applicant shall provide yearly evidence (flight hours) to the Defense Logistics Agency that aircraft are maintained in accordance with applicable standards and procedures for maintenance and repair for a period of five (5) years.
 - (b) The Applicant may, through the State Coordinator, and with the approval of the Law Enforcement Support Office (LESO), exchange aircraft and FSCAP with other authorized Applicants, provided that the aircraft and components are maintained in accordance with applicable airworthiness standards and procedures for maintenance and repair, and provided further that the recipient Applicant perpetuate repair and maintenance documentation.
 - (c) The Applicant shall register the following weapons with the US Treasury Department's Bureau of Alcohol, Tobacco and Firearms—M14, M16, M21, & M79; and the Applicant shall comply with all Federal and State applicable firearm laws and regulations.
- (18) All property acquired through the Law Enforcement Property Program is considered Federal Financial Grant-in-Aid and may require compliance under the Single Audit Act of 1984 and the provisions of OMB Circular A-133.

CEO, Political Subdivision

Date

CEO, LEA

Date