

AGENDA ITEM 13

Consider approving Constable Pct. #2 participation in the Texas 1033 Surplus Property Program.

Commissioner Boatright requested that this item be added to the Consent Agenda.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve Constable Pct. #2 participation in the Texas 1033 Surplus Property Program.

Vote: 4 – 0. **Commissioner Limmer was absent from the dais.**

< Attachment >


**TEXAS 1033 SURPLUS PROPERTY PROGRAM
APPLICATION LETTER**

To: AGTX-CD
Texas 1033 Program
P.O. Box 5218
Austin, TX 787

SUBJECT: Request for Screening Authorization Action

1. Our Agency requests that the personnel noted on the attached Law Enforcement Agency Data Sheet be granted authority to screen for excess federal property as defined in the Defense Authorization Act, 1991, Public Law 104-181 Section 1033, Transfer of Excess Personal Property.
2. We the undersigned understand and agree that failure to comply with the terms of this application is in direct conflict with the intent of this program, and failure on our agency's part to abide by the terms and conditions of the Texas 1033 Program may result in termination from the program and other sanctions including civil or criminal prosecution.
3. We understand and agree that we are responsible for all transportation costs incident to the redistribution or collection of any transferred property. Transferred property must be removed from the Defense Reutilization and Marketing Offices within 14 days, or sooner if so directed by the DRMO. Failure to claim and remove property will result in the redistribution of the property to another agency.
4. We understand and agree that this property is transferred from the Department of Defense (DoD). Transferred property must have a direct application to the LEA's street law enforcement, arrest, and apprehension mission. Transferred property may not be disposed of, sold, bartered or transferred without prior notification, written authorization and instructions from the Texas 1033 Program Office, including instances in which property is no longer serviceable for law enforcement use.
5. We have read and understand, in its entirety, the Texas Military Surplus Property & Procurement Program booklet. We understand and agree to comply with the terms and conditions of the Texas 1033 Program and have signed the Release of Liability Statement.

6. We understand that the Federal Freedom of Information Act and the Texas Open Records Act apply to all property received under the Texas 1033 Program.
7. We understand and agree that our authority to screen expires on year from the date on the LESO authorization letter. We also understand that it is our responsibility to submit a new Law Enforcement Agency Data Sheet at least thirty (30) days prior to expiration of the LESO authorization letter, as well as anytime the information on the Data Sheet changes.
8. We understand that the LEA must compile and maintain a detailed inventory of all transferred property obtained throughout the Texas 1033 Program. We further understand that a detailed inventory report, as outlined in the program overview, (attachment 6) is due at the Criminal Justice Division - Texas 1033 Program Office no later than January 20th of every year.
9. We understand that if a vehicle is obtained through the Texas s1033 Program, the LEA will forward photocopies of both (1) the United States Government Certificate to Obtain Title to a Vehicle (SF 97); and (2) the Texas Certificate of Title (Form 30-C) to the Texas 1033 Program Office within thirty (30) days of receipt.


LEA CHIEF EXECUTIVE'S SIGNATURE

3-5-03
DATE

Jim Wilson, Constable
LEA CHIEF EXECUTIVE'S TYPED NAME & TITLE


AUTHORIZED OFFICIAL'S SIGNATURE*

3-11-03
DATE

AUTHORIZED OFFICIAL - County Judge, Mayor or City Manager

LAW ENFORCEMENT AGENCY DATA SHEET

Date _____

Agency: Williamson County Constable, Precinct TwoAddress: 350 Discovery Boulevard, Suite 205 E-Mail: JWilson@Wilco.OrgCity: Cedar Park State: Texas Zip: 78613 - _____Phone: (512)260-4270 FAX: :(512)260-4275

Number of full-time, Compensated, Sworn Officers:	<u>6</u>
Number of full-time, Sworn Narcotics Officers:	<u>6</u>
Number of full-time, Sworn Tactical Officers:	<u>6</u>
Number of full-time, Sworn Diving Officers:	<u>0</u>

Screener #1: Chief Deputy Mike Lock
Must be sworn Officer Rank Name

Screener #2: Lieutenant Randy Williams
Must be sworn Officer Rank Name

Weapons Officer: Lieutenant Randy Williams
Must be sworn Officer Rank Name

Signature: _____
Chief Executive Official of Agency

Authorized Official*

Name: John Doerfler
Chief Executive Official of Agency

Authorized Official*

Signature: John C. Doerfler 3-11-03
Chief Executive Official of Agency

Authorized Official*

*This person is the official authorized to apply for, accept, decline, or cancel participation of the applicant agency. This person may be the executive director of a state agency, county judge, mayor, city manager, or a designee as authorized through a resolution by the governing body.

Note: This form must be filled out annually or as changes occur by the LEA and forwarded to the Program Coordinator.

Signature: _____
 Russell W. Malesky, Col, TXANG
 Commander, Counterdrug Program
 Texas s1033 Program

STATE OF TEXAS
RELEASE OF LIABILITY
(New 3-02)

AGTX-CD

RELEASE OF LIABILITY

AGENCY: Williamson County Constable, Precinct Two, Cedar Park, Williamson, Texas
City/County

The Texas Law Enforcement Agency ("LEA") designated above acknowledges receipt of excess property from the Department of Defense pursuant to Section 1033 of the National Defense Authorization Act for Federal Fiscal Year 1997 (the "Act"). Such excess property transferred pursuant to the Act may include small arms and ammunition (hereinafter referred collectively as the "Transferred Property").

The LEA acknowledges that the Transferred Property is considered excess to the needs of the Department of Defense and that the Transferred Property may be in any condition from new to unserviceable. The LEA acknowledges that there may be hazards associated with the use of the Transferred Property, which could cause damage to property and serious injury or death. The term "use" with respect to the Transferred Property is acknowledged to include, but is not limited to, active deployment, passive transportation, and mere possession. The LEA agrees to provide appropriate or adequate training to any person who may use the property. The LEA agrees that it IS NOT the responsibility of the Department of Defense, the Office of the Governor's Criminal Justice Division ("CJD") or the State of Texas to provide appropriate or adequate training to any person using the Transferred Property.

Neither the Criminal Justice Division (CJD) nor the State of Texas assumes any liability for damages or injuries to any person or property arising from the use of the Transferred Property. By signing this agreement, the LEA agrees to be solely responsible for any and all suits, actions, demands, or claims of any nature arising from the use of the Transferred Property. The LEA agrees to maintain, at its expense, adequate liability and property damage insurance and workman's compensation insurance to cover any such claims.

The LEA accepts Transferred Property "as is" with no warranty of any kind. Neither CJD nor the State of Texas makes any claims or warranties, expressed or implied, concerning the Transferred Property, including but not limited to warranty of fitness for a particular purpose.

The LEA acknowledges that any item of the Transferred Property meeting the definition of "machine Gun" found in 26 U.S.C. 584(b)* must be registered with the Bureau of Alcohol, Tobacco, and Firearms ("ATF") with an ATF Form-10 (Application for Registration of Firearm Acquired by Certain Governmental

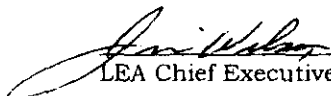
Entities). Upon receipt of property executed Form-10, ATF will accept the registration of the machine gun and notify the LEA. Any machine gun registered in this matter is restricted for law enforcement use only. The LEA agrees to provide CJD a copy of an approved Form-10 for each machine-guns that is part of any Transferred Property received. The LEA must execute a separate transfer agreement with the United States Army, through the 1033 Program, for any small arms/weapons.

The LEA acknowledges that it is solely responsible for any and all costs associated with the transferred Property, including but not limited to, packing, crating, handling, transportation, repossession, and disposal.

The LEA acknowledges that Transferred Property may be disposed of only with the express approval of the 1033 Program and in accordance with local, state, federal laws, and the regulations and guidelines of the 1033 Program. The LEA specifically acknowledges that the preceding rule includes, but is not limited to the transfer, destruction, or abandonment of any Transferred Property constituting small arms/weapons and weapons parts.

Subject to the conditions set forth herein, title to the Transferred Property is assumed by the LEA upon written acceptance hereof from the LEA.

The Chief Law Enforcement Executive and the Authorized Official signing below certify that he or she has the authority to legally bind the LEA.


LEA Chief Executive's Signature

3-5-03
Date

Jim Wilson, Constable
LEA Chief Executive's Typed Name & Title


Authorized Official's Signature **

3-11-03
Date

John Doerfler, County Judge
Authorized Official's Typed Name & Title

* **28 U.S.C.548 (b)** - The term "machine gun" means any weapon which shoots, is designed to shoot, or can be readily restored to shoot, automatically more than one shot, without manual reloading, by a single function of the trigger. The term shall also include the frame or received of any such weapon, any part designed and intended solely and exclusively, or combination of parts from which a machine gun can be assembled if such parts are in possession or under the control of a person.

** **Authorized Official** - County Judge, Mayor, or City Manager

AGENDA ITEM 14

Consider approving contract with Environmental Strategies for lawn mower exchange program.

Scott Johnson from Environmental Strategies stated that with the \$8,000 of funding from the county they would be able to sell approximately 130 electric lawn mowers. The event will take place Saturday, May 3, 2003 at the Round Rock Home Depot.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To approve contract with Environmental Strategies for lawn mower exchange program.

Vote: **4 – 0. Commissioner Limmer was absent from the dais.**

< Attachment >