

## **TEXAS 1033 SURPLUS PROPERTY PROGRAM**

### **Application Packet Instructions**

To apply or reenroll in the Texas 1033 Surplus Property Program please complete the four (4) required parts of the application packet.

**Note:** The Chief Executive Official is the Chief of Police, County Sheriff or Constable. The Authorized Official for Police Departments is the Mayor, City Manager or City Administrator; for Counties it is the County Judge; for School Districts or Universities/Colleges it is the Superintendent or President.

#### **1. LESO – Law Enforcement Agency Data Sheet**

*Complete the following fields on the LESO Data Sheet*

- a. Date – enter current date
- b. Agency – enter agency's full name
- c. Address, City, State, Zip, Email, Phone and Fax – PO Boxes are not authorized
- d. Number of Sworn Officers – enter quantity of sworn officers for each sub category (F/T, P/T, Reserve)
- e. Screeners & Weapons POCs – List personnel that are authorized to screen and receive surplus property
- f. Inventory Check – check the appropriate block for the type of loaned property
- g. State & Local Agencies – enter Chief Executive Official's Name and Rank

**DO NOT ENTER ANY DATA IN THE 'FEDERAL AGENCIES' BLOCK**

#### **2. TX 1033 – Supplemental Data Sheet**

*Complete the following fields on the State Data Sheet*

- a. Date – enter current date
- b. Agency – enter agency's full name
- c. Phone / Alternate Phone
- d. Fax
- e. Website – if applicable
- f. Screener's Data – enter Rank, Name and Email address for each screener (**required**)
- g. Weapons Officer's Data – enter Rank, Name and Email address for weapons POC
- h. Agency Chief Executive Official – enter Name, Title and Email address (**required**)
- i. Authorized Official – enter Name, Title and Email address (**required**)

#### **3. TX 1033 – Application Letter**

*Read and complete the following fields on the Application Letter*

- a. Agency – enter agency's full name
- b. Agency Chief Executive Official – enter Date, Name and Title of official
- c. Authorized Official – enter Date, Name and Title of official

#### **4. TX 1033 – Release of Liability**

*Read and complete the following fields on the Release of Liability*

- a. Agency – enter agency's full name
- b. City / County – enter the city and county the applicant agency resides

- c. Agency Chief Executive Official – enter Date, Name and Title of official
- d. Authorized Official – enter Date, Name and Title of official

**Print for Signature:**

The Agency Chief Executive Official is required to sign all four forms in the designated area.

The Authorized Official is required to sign the Supplemental Data Sheet, Application Letter and Release of Liability in the designated area.

**Submit for Approval:**

The application packet can be either emailed to your assigned State Point of Contact or faxed to the Program's office at (512) 782-5683.

**State Points of Contact:**

Assigned, alphabetically to agencies A thru L:

SGT Audrey M. Foushee                      [audrey.foushee@us.army.mil](mailto:audrey.foushee@us.army.mil)

Assigned, alphabetically to agencies M thru Z:

SGT Rondy L. Kilpatrick                      [rondy.kilpatrick@us.army.mil](mailto:rondy.kilpatrick@us.army.mil)



# LAW ENFORCEMENT AGENCY DATA SHEET

Date: 07-29-2009

Agency: HIDALGO COUNTY CONSTABLE PRECINCT 4

Address: 1212 SOUTH 25TH STREET

City: EDINBURG State: TEXAS Zip Code: 78542

Phone: ( 956 ) 383 - 8560 Fax: ( 956 ) 383 - 8565

Website (if applicable): \_\_\_\_\_

Number of Full-Time, Compensated, Sworn Officers: 14

Number of Full-Time Sworn Narcotics Officers: 1

Number of Full-Time Sworn Tactical Officers: 0

Number of Full-Time Sworn Diving Officers: 0

Screeners #1<sup>1</sup>: CONSTABLE J.E. "EDDIE" GUERRA EDDIE.GUERRA@CO.HIDALGO.TX.US  
RANK NAME E-MAIL ADDRESS

Screeners #2<sup>1</sup>: CHIEF DEPUTY JOEL RIVERAA JOEL.RIVERA@CO.HIDALGO.TX.US  
RANK NAME E-MAIL ADDRESS

Weapons Officer<sup>1</sup>: DEPUTY CONSTABLE MICHAEL E. ANZALDUA MICHAEL.ANZALDUA@CO.HIDALGO.TX.US  
RANK NAME E-MAIL ADDRESS

AGENCY CHIEF EXECUTIVE OFFICIAL

AUTHORIZED OFFICIAL<sup>2</sup>

Signature: \_\_\_\_\_

Name: J.E. "EDDIE" GUERRA

Title: HIDALGO COUNTY CONSTABLE PRECINCT 4

E-Mail: EDDIE.GUERRA@CO.HIDALGO.TX.US

\_\_\_\_\_

J.D. SALINAS

\_\_\_\_\_

HIDALGO COUNTY JUDGE

\_\_\_\_\_

## STATE COORDINATOR APPROVAL

RUSSELL W. MALESKY, COL, TXANG  
Commander, Texas Counterdrug Program  
Texas 1033 Program

<sup>1</sup>MUST BE A SWORN OFFICER

<sup>2</sup>THIS INDIVIDUAL IS THE OFFICIAL AUTHORIZED TO APPLY FOR, ACCEPT, DECLINE, OR CANCEL PARTICIPATION OF THE APPLICANT AGENCY IN THE TEXAS 1033/1122 PROGRAM. THIS PERSON MAY BE A COUNTY JUDGE, MAYOR, CITY MANAGER/ADMINISTRATOR OR COLLEGE/UNIVERSITY PRESIDENT/DIRECTOR.

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

7/30/09  
\_\_\_\_\_  
Date

J.E. "EDDIE" GUERRA, CONSTABLE HIDALGO COUNTY PRECINCT 4  
LEA Chief Executive's Typed Name & Title

\_\_\_\_\_  
Authorized Official's Signature \*\*

\_\_\_\_\_  
Date

J.D. SALINAS, HIDALGO 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 receiver 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 the possession or under the control of a person.

\*\* Authorized Official – County Judge, Mayor, or City Manager/Administrator, University/College President or Director

# **TEXAS 1033 SURPLUS PROPERTY PROGRAM RELEASE OF LIABILITY**

**AGENCY:** HIDALGO COUNTY CONSTABLE PRECINCT 4, EDINBURG/ HIDALGO, 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 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 a properly executed Form-10, ATF will accept the registration of the machine gun and notify the LEA. Any machine gun registered in this manner is restricted for law enforcement use only. The LEA agrees to provide CJD a copy of an approved Form-10 for each machine gun that is part of any Transferred Property received. The LEA must

**TEXAS 1033 SURPLUS PROPERTY PROGRAM  
APPLICATION LETTER**

TO: JFTX-CD  
Texas 1033/1122 Program  
2200 W. 35<sup>TH</sup> Street  
BLDG 41  
Austin, TX 78703

SUBJECT: Request Authorization for Screening and Receiving

1. Our Agency request that the personnel listed on the attached Law Enforcement Agency (LEA) Data Sheet be granted authorization to screen for and receive excess federal property as defined in the Defense Authorization Act, 1997, 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 (DRMO) within fourteen (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, 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 understand and acknowledge that at no time can transferred aircraft or weapons be sold. Failure to comply will result in eternal termination from the program and civil or criminal prosecution.
6. We have read and understand, in its entirety, the Texas Military Surplus Property and 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.

7. 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.

8. We understand and agree that our authorization to screen and receive property expires one year from the Law Enforcement Support Office (LESO) authorization letter date. We also understand that it is our responsibility to submit a new Texas 1033 Program application packet in January of each year and a new LEA Data Sheet when there are any changes. Failure to comply will result in suspension of the program.

9. We understand that the inventory form (1033 Form A6) will be completed and maintained for all transferred property. Additionally, we acknowledge that the inventory form must be submitted twice a year (January and June) to maintain compliance with program policies. Failure to comply will result in suspension of the program.

10. We understand that if a vehicle is obtained through the Texas 1033 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

7/30/09  
\_\_\_\_\_  
DATE

J.E. "EDDIE" GUERRA, CONSTABLE HIDALGO COUNTY PRECINCT 4  
LEA CHIEF EXECUTIVE'S TYPED NAME & TITLE

\_\_\_\_\_  
AUTHORIZED OFFICIAL'S SIGNATURE \*

\_\_\_\_\_  
DATE

J.D. SALINAS, HIDALGO COUNTY JUDGE  
AUTHORIZED OFFICIAL'S TYPED NAME & TITLE

\*AUTHORIZED OFFICIAL - County Judge, Mayor, or City Manager/Administrator, University/College President or Director.