

AN ORDINANCE 2009-04-09-0268

AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE TEXAS 1033 SURPLUS PROPERTY PROGRAM, TO ENABLE THE SAN ANTONIO POLICE DEPARTMENT TO RECEIVE PROPERTY DISPERSED TO LAW ENFORCEMENT AGENCIES BY THE U.S. DEPARTMENT OF DEFENSE.

WHEREAS, Section 1033 of the National Defense Authorization Act permits the Secretary of Defense to transfer to state and local law enforcement agencies personal property of the Department of Defense which the secretary determines is suitable for use by law enforcement officers; and

WHEREAS, the Texas Army National Guard administers the program, the Texas 1033 Surplus Property Program, that implements the authority granted to the secretary in Texas; and

WHEREAS, it is necessary to submit an application to that agency in order to participate in the program; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager and her designee are hereby authorized to submit an application to the Texas 1033 Surplus Property Program to enable the San Antonio Police Department to receive property dispersed to law enforcement agencies by the U.S. Department of Defense. A copy of the application is attached hereto.

SECTION 2. Funding for this ordinance is available per the table below as part of the FY09 budget:

Cost Center	General Ledger	Fund
1711030001	5304050	29039000

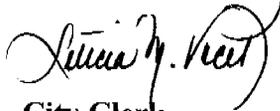
Payment not to exceed the budgeted amount is authorized and should be encumbered with a purchase order.

SECTION 3. The financial allocations in this ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

SECTION 4. This ordinance shall take effect ten days from the date of passage.

PASSED AND APPROVED this 9th day of April, 2009.

ATTEST:


City Clerk


MAYOR

APPROVED AS TO FORM:


City Attorney



Agenda Voting Results - 12

Name:	8, 9, 10, 11, 12, 14A, 14B, 14C, 14D, 15, 16, 18, 20A, 20B, 22, 23						
Date:	04/09/2009						
Time:	03:38:53 PM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the submission of an application to the Texas 1033 Surplus Property Program, to enable the San Antonio Police Department to receive property dispersed to law enforcement agencies by the U.S. Department of Defense. [Erik J. Walsh, Assistant City Manager; William McManus, Police Chief]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Sheila D. McNeil	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5	x					
Delicia Herrera	District 6		x			x	
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x				
Louis E. Rowe	District 9		x				
John G. Clamp	District 10		x				

**TEXAS 1033 SURPLUS PROPERTY PROGRAM
APPLICATION LETTER**

TO: JFTX-LES-CD/1033
ATTN: Texas 1033 Program
2200 W. 35TH Street
BLDG 41
Austin, TX 78703

AGENCY: SAN ANTONIO POLICE DEPARTMENT

SUBJECT: Request Authorization for Screening and Receiving Surplus Property

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 may 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, 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. Additionally, assigned aircraft or weapons can not be disposed of, bartered or transferred without written consent from the Texas 1033 Program. Failure to comply will result in eternal termination from the program and possible 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 each year prior to the one year anniversary of our Authorization Letter and/or when there are administration changes and a new LEA Data Sheet when there are any personnel changes. Failure to comply may result in suspension from the program and possible termination.

9. We understand that the inventory form (TX 1033 Form A6) will be completed and maintained for all transferred property. Additionally, we acknowledge that the inventory form must be submitted annually with the application packet to maintain compliance with program policies. Failure to comply may result in suspension of the program and possible termination.

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.

AGENCY CHIEF EXECUTIVE OFFICIAL¹:

Signature

Date

WILLIAM P. MCMANUS, CHIEF OF POLICE

Name / Title

AUTHORIZED OFFICIAL²:

Signature

Date

SHERYL L. SCULLEY, CITY MANAGER

Name / Title

¹ Agency Chief Executive Official – Chief of Police or County Sheriff.

² Authorized Official – County Judge, Mayor, or City Manager/Administrator, University/College President or Director.



TEXAS 1033 SURPLUS PROPERTY PROGRAM SUPPLEMENTAL DATA SHEET

Date: _____

Agency: SAN ANATONIO POLICE DEPARTMENT

Phone: (210) 207-7273 Alternate Phone: (210) 207-6227

Fax: (210) 207-6226

Website (if applicable): http://www.sanantonio.gov/SAPD/

Screeners #1: ARMORER BLANCA E. HULL, Blanca.Hull@sanantonio.gov
RANK / NAME / E-MAIL ADDRESS

Screeners #2: OFFICER ARMANDO RAMIREZ, Armando.Ramirez@sanantonio.gov
RANK / NAME / E-MAIL ADDRESS

Screeners #3: OFFICER AARRON VETTER, Aarron.Vetter@sanantonio.gov
RANK / NAME / E-MAIL ADDRESS

Screeners #4: SERGEANT SLYVIA CAMERON, Sylvia.Cameron@sanantonio.gov
RANK / NAME / E-MAIL ADDRESS

Weapons Officer: OFFICER RICHARD RUIZ, Richard.Ruiz@sanantonio.gov
RANK / NAME / E-MAIL ADDRESS

AGENCY CHIEF EXECUTIVE OFFICIAL¹

Signature: _____

Name: WILLIAM P. MCMANUS

Title: CHIEF OF POLICE

Email: William.McManus@sanantonio.gov

AUTHORIZED OFFICIAL²

Signature: _____

Name: SHERYL L. SCULLEY

Title: CITY MANAGER

Email: Sheryl.Sculley@sanantonio.gov

¹ Agency Chief Executive Official – Chief of Police or County Sheriff.

² Authorized Official – County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

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

AGENCY: San Antonio Police Dept.

San Antonio / Bexar, 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 State of Texas or the Texas Joint Military Forces to provide appropriate or adequate training to any person using the Transferred Property.

The Department of Defense, the State of Texas nor the Texas Joint Military Forces 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. The Department of Defense, the State of Texas nor the Texas Joint Military Forces make 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 (BATF) 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 the State Coordinator's Office a copy of an approved Form-10 for each machine gun 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 written approval from the State Coordinator's Office and in accordance with local, state, federal laws, and the regulations and guidelines of the 1033 Program prescribed by the Law Enforcement Support Office. 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.

By signing below, the Agency Chief Executive Official and the Authorized Official acknowledge and understand all previously stated guidelines and conditions.

AGENCY CHIEF EXECUTIVE OFFICIAL¹:

Signature

Date

WILLIAM P. MCMANUS, CHIEF OF POLICE
Name / Title

AUTHORIZED OFFICIAL²:

Signature

Date

SHERYL L. SCULLEY, CITY MANAGER
Name / Title

* The National Firearms Act, 26 U.S.C. section 5801 et seq., defines a firearm to include machine gun. 26 U.S.C. Section 5845(a)(6). That same act, defines a machinegun as follows:

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 combination of parts designed and intended, for use in converting a weapon into a machine gun, and any 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.

¹ Agency Chief Executive Official – Chief of Police or County Sheriff.

² Authorized Official – County Judge, Mayor, or City Manager/Administrator, University/College President or Director.