

#14,869(1)

FILED FOR RECORD  
at 12:00 o'clock P M

NOV 14 2017

**TEXAS DEPARTMENT OF PUBLIC SAFETY**

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

[www.dps.texas.gov](http://www.dps.texas.gov)



STEVEN C. McCRAW  
DIRECTOR  
DAVID G. BAKER  
ROBERT J. BODISCH, SR.  
SKYLOR HEARN  
DEPUTY DIRECTORS



COMMISSION  
STEVEN P. MACH, CHAIRMAN  
MANNY FLORES  
A. CYNTHIA LEON  
JASON K. PULLIAM  
RANDY WATSON

November 3, 2017

John L. Horn  
Hunt County Judge  
P.O. Box 1097  
Greenville, TX 75403-1097

Dear Judge Horn:

This letter is to advise you that your application to participate in the Emergency Management Performance Grant (EMPG) program during Fiscal Year 2017 (FY 17) has been approved.

The enclosed "Notice of Sub-recipient Grant Award" specifies the federal EMPG program funding that will be provided to your jurisdiction during FY 17. This document must be signed by the "Authorized Official" indicated on the "Designation of EMPG Grant Officials" form (TDEM-17B) submitted in your original application. The signed "Notice of Sub-recipient Grant Award" must be returned to the Texas Division of Emergency Management (TDEM) within 45 days of the date of this letter. Failure to return documentation to TDEM within 45 days may result in redistribution of award funds to another jurisdiction.

Participation in the EMPG program requires adherence to all tasks outlined in the *2017 Local Emergency Management Performance Grant (EMPG) Guide* located online at <http://www.txdps.state.tx.us/dem/CouncilsCommittees/EMPG/empgCurrentGuide.pdf>. The 2017 Terms and Conditions are also enclosed for your review.

Of these tasks, there are three reports (financial, metrics, and progress reports) that must be submitted throughout the grant year. Due dates are outlined in the "EMPG Application Timeline" enclosure.

If your jurisdiction does not wish to participate in the FY 17 EMPG program, please submit a letter from your authorized official requesting termination of participation.

If you have any questions, please contact the EMPG Program Supervisor (Lisa Resendez at [Lisa.Resendez@dps.texas.gov](mailto:Lisa.Resendez@dps.texas.gov) or 512-424-7511/512-574-1473) or your District Coordinator.

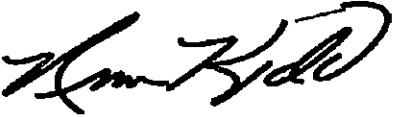

Respectfully,

W. Nim Kidd, MPA, CEM, TEM  
Chief  
Texas Division of Emergency Management  
Division Director  
Texas Department of Public Safety

**TEXAS DEPARTMENT OF PUBLIC SAFETY  
TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM)**

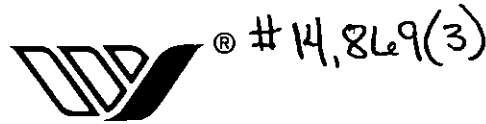
<b>NOTICE OF SUBRECIPIENT GRANT AWARD</b>	
<b>Program Title:</b> FY 2017 Emergency Management Performance Grant (EMPG)	
<b>DHS Instrument Number:</b> EMT-2017-EP-00005-S01	
<b>TDEM Grant Number:</b> 17TX-EMPG-0042	
<b>Administered By:</b> Texas Division of Emergency Management Texas Department of Public Safety P.O. Box 4087 Austin, Texas 78773-0220	
<b>Recipient:</b> Hunt County P.O. Box 1097 Greenville, TX 75403-1097	
<b>Amount of Grant:</b> \$36,616.92	
<b>Period of Grant:</b> October 1, 2016 to March 31, 2018	

The period of grant reflects a six (6) month **PROGRAMMATIC EXTENSION ONLY** to complete and close out your FY 17 EMPG grant year. Signing Acceptance of this document means that you accept and will comply with all requirements listed in the attached FY 2017 Terms and Conditions.

AGENCY APPROVAL	GRANT ACCEPTANCE
	 <small>Original Signature Required</small>
W. Nim Kidd, MPA, CEM, TEM <i>Chief</i> Texas Division of Emergency Management <i>Division Director</i> Texas Department of Public Safety	<small>Printed Name/Title:</small> JOHN L. HORN County Judge
<b>Date:</b> 11/03/2017	<b>Date:</b> 11-14-2017

**Return Signed Copy of This Page within 45 days to: [TDEM.EMPG@dps.texas.gov](mailto:TDEM.EMPG@dps.texas.gov)**

or mail in a copy to  
Texas Department of Public Safety  
Texas Division of Emergency Management  
Attention: Heather Baxter, Grant Technician  
P.O. Box 4087  
Emergency Management Support MSC 0229  
Austin, TX 78773-0220



TX

# Western Surety Company

## RIDER INCREASING OR DECREASING PENALTY OF BOND

To be attached to and form part of County Court at Law Judge County of Hunt Bond No. 71602216

issued on behalf of Timothy S. Linden as Principal in favor of County of Hunt, obligee.

WESTERN SURETY COMPANY (hereinafter called the Company), hereby increases the penalty from TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), to ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), subject to the covenants and conditions of said bond, except as herein stated.

This Rider becomes effective on the 31st day of October, 2017, at twelve and one minute o'clock AM standard time.

FILED FOR RECORD  
at 12:00 o'clock P M

NOV 14 2017

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By Jennifer Lindenzweig

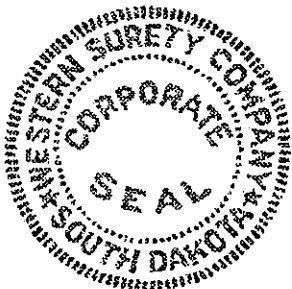
Signed and dated this 30th day of October, 2017.

Principal

ACCEPTED

By \_\_\_\_\_ Obligeo  
By \_\_\_\_\_

By \_\_\_\_\_  
WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President



**MERCHANTS**  
**BONDING COMPANY™**

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.  
P.O. BOX 14498 • DES MOINES, IOWA 50306-3498 • PHONE: (800) 678-8171 • FAX: (515) 243-3854

**ENDORSEMENT**  
**#14,869(4)**

FILED FOR RECORD  
at 2:11 o'clock P M

**OCT 27 2017**

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *Jennifer Lindenzweig*

It is hereby understood and agreed that Bond No.: TX 551910

Principal: F. Duncan Thomas

Obligee: Hunt County Treasurer

in the Merchants Bonding Company (Mutual), is changing this bond effective November 1, 2017

FROM:

Bond Amount: \$10,000.00

FILED FOR RECORD  
at 12:00 o'clock P M

**NOV 14 2017**

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *Jennifer Lindenzweig*

TO:

Bond Amount: \$100,000.00

All terms and conditions of said bond, except as above changed, to remain the same.

Signed, sealed and dated this 25th day of October, 2017

Merchants Bonding Company (Mutual)

By *Steve LeC Ramsey*

Steve LeC Ramsey  
Attorney-In-Fact

# MERCHANTS BONDING COMPANY<sup>TM</sup>

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute, and appoint, Individually,

**Steve LeC Ramsey**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

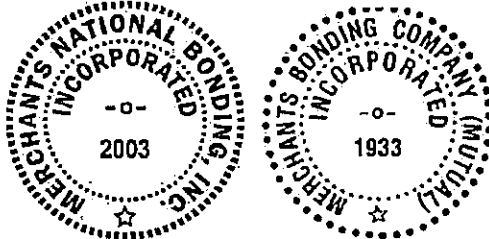
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 25th day of October, 2017.

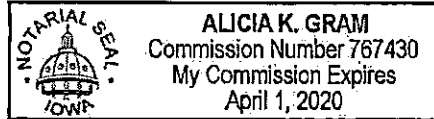


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 25th day of October, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

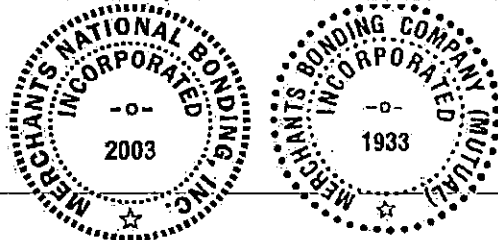


*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of October, 2017.



*William Warner Jr.*  
Secretary

# 14,869(5)

TJCTC

CRIMINAL VOLUME

KP

ORDER AWARDING POSSESSION OF SEIZED PROPERTY  
TEX. CODE CRIM. PROC. ANN. Arts. 47.04, 47.09

No. SP30011

THE STATE OF TEXAS  
VS.  
CARRY ON SINGLE  
AXLE FLATBED TRAILER  
VIN# OBLITERATED

US  
VS  
US

IN THE JUSTICE COURT  
PCT. 3  
HUNT COUNTY, TEXAS

FILED FOR RECORD  
at 12:00 o'clock P M

NOV 14 2012

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *Jennifer Lindenzweig*

ORDER AWARDING POSSESSION OF SEIZED PROPERTY

On the 5TH day of OCTOBER 2012 in the Justice Court of Precinct 3, Hunt County, Texas, came to be heard the above-styled cause INSTA CASH PAWN AND KENNETH PETERS HUNT COUNTY SHERIFF'S OFFICE, claimants, are seeking to establish the right to possession of the following-described property; CARRY ON SINGLE AXLE FLATBED TRAILER VIN# OBLITERATED. Said property is now in the possession and control of KENNETH PETERS with the HUNT COUNTY SHERIFF'S OFFICE, who stored said property until a determination could be made by a court having jurisdiction and venue as to the possession or proper disposition of the property.

All the parties expressing a claim to possession were properly notified of this examining trial; those desiring to assert such claim to possession appeared in person or by attorney; and the court, after hearing all the evidence and testimony, is of the opinion that possession of the above-described property should be awarded as follows:

- 1) Property Awarded: CARRY ON SINGLE AXLE FLATBED TRAILER VIN# OBLITERATED  
Claimant's Name: HUNT COUNTY, P.O. BOX 1097, GREENVILLE, TX 75403.

Therefore, it is ORDERED that the possession of said property now in the possession and control of KENNETH PETERS be immediately transferred to the Claimant, as set forth above, subject to the condition that such property shall be made available to the State should it be needed in future prosecutions, or that any court having jurisdiction over the offense may order the property to be used for evidentiary purposes; and furthermore the court finds that no storage charges are currently due. This order does not determine ownership of said property, only a right to possession under Chapter 47.01a Texas Code of Criminal Procedure. The authority of this award is based on jurisdiction as a criminal magistrate and not as a civil court, Texas Code of Criminal Procedure 47.01a.


It is ORDERED that KENNETH PETERS make due return showing execution of same.

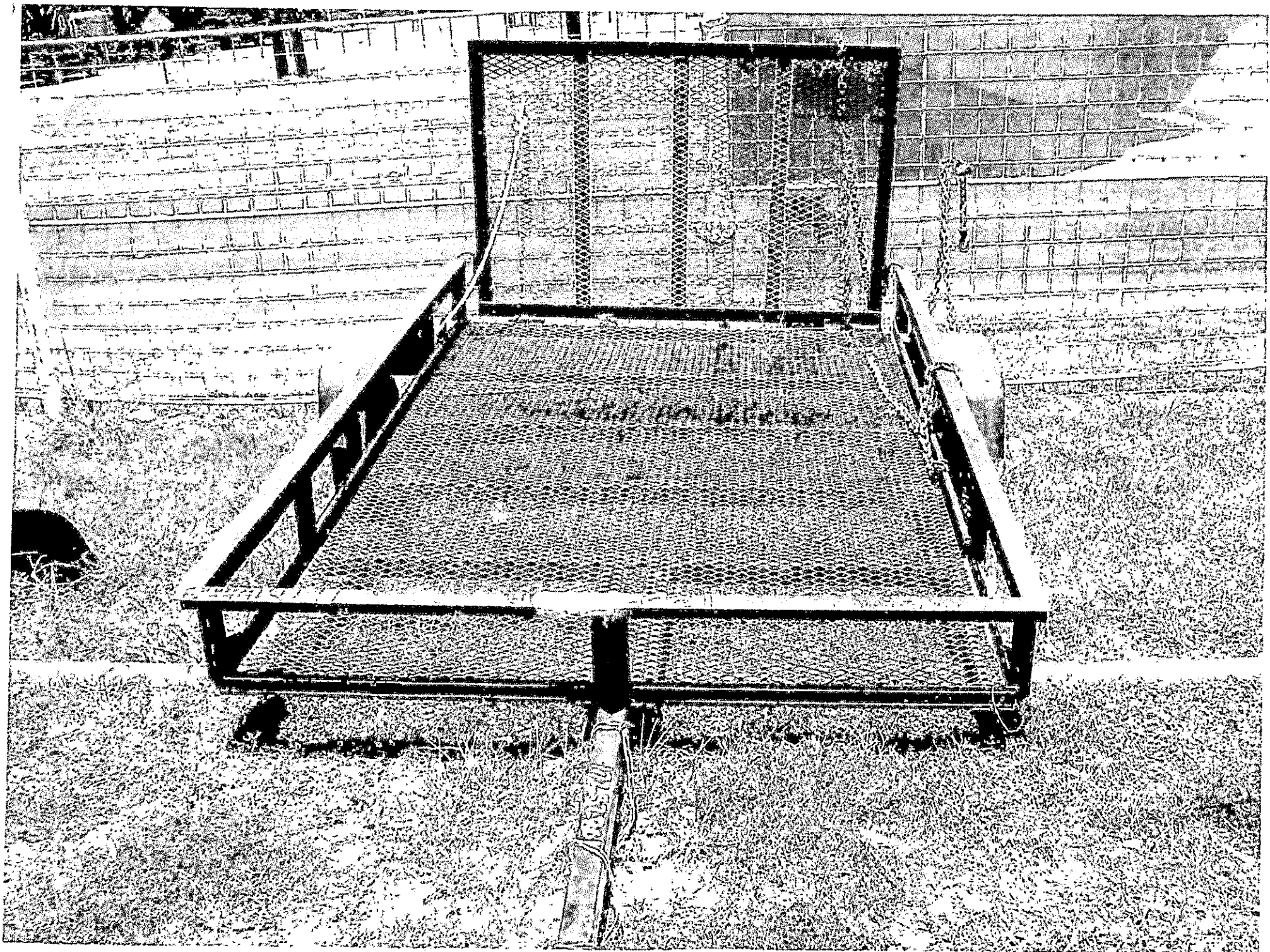
ISSUED this the 5TH day of OCTOBER 2012.

Appeal Bond Amount: \$1,000.00

*[Signature]*

JUSTICE OF THE PEACE,  
PCT. 3,  
HUNT COUNTY, TEXAS

JUSTICE COURT  
PCT. #3  
HUNT COUNTY, TEXAS 



# 14,869(6)

FY 2017  
CHAPTER 59 ASSET FORFEITURE REPORT  
BY LAW ENFORCEMENT AGENCY

FILED FOR RECORD  
at 12:00 o'clock P M

NOV 14 2017

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *[Signature]*

Agency Hunt County Sheriff's Dept.  
Mailing Address 2801 Stuart St.  
City Greenville  
State TX  
Zip 75401  
Phone Number (903) 453-6800  
Fiscal Beginning Month October  
Fiscal Ending Month September  
Fiscal Year 2017

NOTE: PLEASE ROUND ALL FIGURES TO NEAREST WHOLE DOLLAR

I. SEIZED FUNDS PURSUANT TO CHAPTER 59

A) Beginning Balance:	\$0.00
B) Seizures During Reporting Period:	
1) Amount seized and retained in your agency's custody	\$0.00
2) Amount seized and transferred to the District Attorney pending forfeiture	\$305,969.00
3) Total Seizures	\$305,969.00
C) Interest Earned on Seized Funds During Reporting Period:	\$0.00
D) Amount Returned to Defendants/Respondents:	\$0.00
E) Amount Transferred to Forfeiture Account:	\$0.00
F) Other Reconciliation Items:	\$0.00
Description:	
G) Ending Balance	\$0.00

II. FORFEITED FUNDS AND OTHER COURT AWARDS PURSUANT TO CHAPTER 59

A) Beginning Balance:	\$45,338.00
B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period:	\$173,970.00
C) Interest Earned on Forfeited Funds During Reporting Period:	\$0.00
D) Amount Awarded Pursuant to 59.022:	\$0.00
E) Amount Awarded Pursuant to 59.023:	\$0.00
F) Proceeds Received by Your Agency From Sale of Forfeited Property:	\$0.00
G) Amount Returned to Crime Victims:	\$0.00
H) Other Reconciliation Items:	\$0.00

Description:



I) Total expenditures of Forfeited Funds During Reporting Period:						\$115,538.00
J) Ending Balance:						\$103,770.00
<b>III. OTHER PROPERTY</b>						
<b>A) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)</b>						
1) Seized:						0
2) Forfeited to Agency:						0
3) Returned to Defendants/Respondents:						0
4) Put into use by Agency:						0
<b>B) REAL PROPERTY (Count each parcel seized as one item)</b>						
1) Seized:						0
2) Forfeited to Agency:						0
3) Returned to Defendants/Respondents:						0
4) Put into use by Agency:						0
<b>C) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)</b>						
1) Seized:						0
2) Forfeited to Agency:						0
3) Returned to Defendants/Respondents:						0
4) Put into use by Agency:						0
<b>D) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)</b>						
1) Seized:						0
2) Forfeited to Agency:						0
3) Returned to Defendants/Respondents:						0
4) Put into use by Agency:						0
<b>E) Other Property</b>						
Description	Seized	Forfeited to Agency	Returned to Defendants/Respondents	Put into use by Agency		
	0	0	0	0		
<b>IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY</b>						
A) Motor Vehicles:						0
B) Real Property:						0
C) Computers:						0
D) Firearms:						0
E) Other:						0
<b>V. FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY</b>						
A) Motor Vehicles:						0

B) Real Property:	0
C) Computers:	0
D) Firearms:	0
E) Other:	0

VI. EXPENDITURES

A) SALARIES

1) Increase of Salary, Expense or Allowance for Employees (Salary Supplements):	\$90,078.00
2) Salary Budgeted Solely From Forfeited Funds:	\$25,010.00
3) Number of Employees Paid Using Forfeiture Funds:	47
4) TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:	\$115,088.00

B) OVERTIME

1) For Employees Budgeted by Governing Body:	\$0.00
2) For Employees Budgeted Solely out of Forfeiture Funds:	\$0.00
3) Number of Employees Paid Using Forfeiture Funds:	0
4) TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS:	\$0.00

C) EQUIPMENT

1) Vehicles:	\$0.00
2) Computers:	\$0.00
3) Firearms, Protective Body Armor, Personal Equipment:	\$0.00
4) Furniture:	\$0.00
5) Software:	\$0.00
6) Maintenance Costs:	\$0.00
7) Uniforms:	\$0.00
8) K9 Related Costs:	\$0.00
9) Other:	\$0.00

Description:

10) TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:	\$0.00
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D) SUPPLIES

1) Office Supplies:	\$0.00
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2) Mobile Phone and Data  
Account Fees: \$0.00

3) Internet: \$0.00

4) Other: \$0.00

Description:

5) TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS:

\$0.00

E) Travel

1) In State Travel

a) Transportation:

\$0.00

b) Meals & Lodging:

\$0.00

c) Mileage:

\$0.00

d) Incidental Expenses:

\$0.00

e) Total In State Travel:

\$0.00

2) Out of State Travel

a) Transportation:

\$0.00

b) Meals & Lodging:

\$0.00

c) Mileage:

\$0.00

d) Incidental Expenses:

\$0.00

e) Total Out of State Travel:

\$0.00

3) TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS

Total Travel Paid Out of Chapter 59 Funds:

\$0.00

F) TRAINING

1) Fees (Conferences,  
Seminars): \$0.00

2) Materials (Books, CDs,  
Videos, etc.): \$0.00

3) Other: \$450.00

Description: Academy scholarships for 2 employees

4) TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS:

\$450.00

G) INVESTIGATIVE COSTS

- 1) Informant Costs: \$0.00
- 2) Buy Money: \$0.00
- 3) Lab Expenses: \$0.00
- 4) Other: \$0.00

Description:

5) TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS: \$0.00

**H) PREVENTION / TREATMENT PROGRAMS / FINANCIAL ASSISTANCE / DONATIONS**

- 1) Total Prevention/Treatment Programs (pursuant to 59.06 (d-3(6), (h), (i) ): \$0.00
- 2) Total Financial Assistance (pursuant to Articles 59.06 (n) and (o) ): \$0.00
- 3) Total Donations (pursuant to Articles 59.06 (d-2)): \$0.00
- 4) Total Scholarships to Children of Officers Killed in the Line of Duty (pursuant to Article 59.06 (r)): \$0.00
- 5) TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE/DONATIONS (pursuant to Articles 59.06 (d-3(6)), (h), (i), (n), (o), (d-2), (r)): \$0.00

**I) FACILITY COSTS**

- 1) Building Purchase: \$0.00
- 2) Lease Payments: \$0.00
- 3) Remodeling: \$0.00
- 4) Maintenance Costs: \$0.00
- 5) Utilities: \$0.00
- 6) Other: \$0.00

Description:

7) TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS: \$0.00

**J) MISCELLANEOUS FEES**

- 1) Court Costs: \$0.00
- 2) Filing Fees: \$0.00
- 3) Insurance: \$0.00
- 4) Witness Fees (including travel and security): \$0.00
- 5) Audit Costs and Fees (including audit preparation and professional fees): \$0.00
- 6) Other: \$0.00

Description:

7) TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS: \$0.00

**K) PAID TO STATE TREASURY / GENERAL FUND / HEALTH & HUMAN SERVICES COMMISSION**

1) Total paid to State Treasury due to lack of local agreement pursuant to 59.06 (c): \$0.00

2) Total paid to State Treasury due to participating in task force not established in accordance with 59.06 (q)(f): \$0.00

3) Total paid to General Fund pursuant to 59.06 (C-3) (c) (Texas Department of Public Safety only): \$0.00

4) Total forfeiture funds transferred to the Health and Human Services Commission pursuant to 59.06 (p): \$0.00

5) TOTAL PAID TO STATE TREASURY/ GENERAL FUND/ HEALTH & HUMAN SERVICES COMMISSION OUT OF CHAPTER 59 FUNDS: \$0.00

**L) TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT**

TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT: \$0.00

**M) TOTAL OTHER EXPENSES PAID OUT OF CHAPTER 59 FUNDS WHICH ARE NOT ACCOUNTED FOR IN PREVIOUS CATEGORIES**

TOTAL OTHER  
EXPENSES PAID OUT  
OF CHAPTER 59 FUNDS  
WHICH ARE NOT \$0.00  
ACCOUNTED FOR IN  
PREVIOUS  
CATEGORIES:

Description:

**N) TOTAL EXPENDITURES**

TOTAL EXPENDITURES: \$115,538.00

## AUDITOR/ TREASURER/ACCOUNTING PROFESSIONAL/PREPARER CERTIFICATION

By pressing "Save" below using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your knowledge.

AUDITOR/ TREASURER/  
ACCOUNTING  
PROFESSIONAL/ Diane McNair  
PREPARER  
SIGNATURE:

TITLE: Asst. Auditor

## HEAD OF AGENCY CERTIFICATION

By pressing "Submit" below using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

HEAD OF AGENCY  
SIGNATURE: Randy Meeks

TITLE: Sheriff

DATE: 11/7/2017

### Comments

#14,869(7)

OMB Number 1123-0011  
Expires January 31, 2018



### Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: TX1160000  
Agency Name: Hunt County Sheriff's Office  
Mailing Address: P.O. Box 1097  
Greenville, TX 75403

Type: Sheriff's Office

Finance Contact  
Name: Gilmore, Beverly  
Phone: 9034536950

Email: bgilmore@huntcounty.net

ESAC Preparer  
Name: Gilmore, Beverly  
Phone: 9034536950

Email: bgilmore@huntcounty.net

FY End Date: 09/30/2017

Agency FY 2018 Budget: \$10,769,730.00

FILED FOR RECORD  
at 12:00 o'clock  
NOV 14 2017  
By JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX

### Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
1	Beginning Equitable Sharing Fund Balance (Must match Ending Balance from prior FY)	\$309,017.77	\$0.00
2	Equitable Sharing Funds Received	\$0.00	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force (Complete Table B)	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.00	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$309,017.77	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n below)	\$15,160.36	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$293,857.41	\$0.00

<sup>1</sup>Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

<sup>2</sup>Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law enforcement operations and investigations	\$4,613.10	\$0.00
b	Training and education	\$0.00	\$0.00
c	Law enforcement, public safety and detention facilities	\$0.00	\$0.00
d	Law enforcement equipment	\$8,022.26	\$0.00
e	Joint law enforcement/public safety operations	\$0.00	\$0.00
f	Contracting for services	\$0.00	\$0.00
g	Law enforcement travel and per diem	\$0.00	\$0.00
h	Law enforcement awards and memorials	\$2,525.00	\$0.00
i	Drug, gang and other education or awareness programs	\$0.00	\$0.00
j	Matching grants (Complete Table C)	\$0.00	\$0.00
k	Transfers to other participating law enforcement agencies (Complete Table D)	\$0.00	\$0.00
l	Support of community-based programs (Complete Table E)	\$0.00	\$0.00
m	Non-categorized expenditures (Complete Table F)	\$0.00	\$0.00
n	Salaries (Complete Table G)	\$0.00	\$0.00
Total		\$15,160.36	\$0.00

**Table B: Equitable Sharing Funds Received From Other Agencies**

Transferring Agency Name	Justice Funds	Treasury Funds

**Table C: Matching Grants**

Matching Grant Name	Justice Funds	Treasury Funds

**Table D: Transfers to Other Participating Law Enforcement Agencies**

Receiving Agency Name	Justice Funds	Treasury Funds

**Table E: Support of Community-based Programs**

Recipient	Justice Funds	Treasury Funds

**Table F: Non-categorized expenditures in (a) - (n) Above**

Description	Justice Funds	Treasury Funds

**Table G: Salaries**

Salary Type	Justice Funds	Treasury Funds

**Paperwork Reduction Act Notice**

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section: 1400 New York Avenue, N.W., Washington, DC 20005.

Did your agency purchase any controlled equipment?  YES  NO



## Affidavit

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the Guide during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

### Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submission of this form, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the Department of Justice and Department of the Treasury Equitable Sharing Programs. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

**1. Submission.** This Document must be submitted within 60 days of the end of the Agency's fiscal year. This Document must be signed and submitted electronically. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

**2. Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be from the law enforcement agency and must be from a separate entity.

**3. Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the Department of Justice and the Department of the Treasury Equitable Sharing Programs as set forth in the current edition of the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies (Guide)*.

**4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must first verify with the Department of Justice that the receiving agency is a compliant Equitable Sharing Program participant. Transfers of tangible property are not permitted.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures, joint law enforcement operations funds, and other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that funds are maintained by the jurisdiction maintaining appropriated funds and agrees that such accounting will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the current edition of the *Guide*, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or supplantation of existing resources with shared assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending shared funds. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Guide*.

**6. Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Super Circular,

Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Department of Justice and the Department of the Treasury reserve the right to conduct periodic random audits or reviews.

7. Freedom of Information Act. Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

Yes  No

**Agency Head**

Name: Meeks, Randy  
Title: Hunt County Sheriff  
Email: rmeeks@huntcounty.net



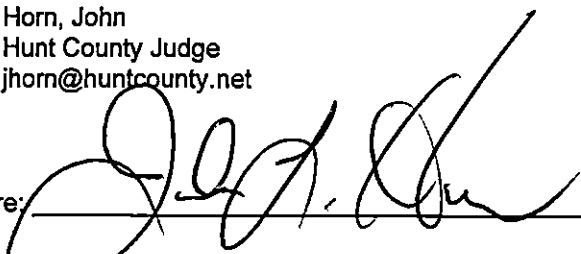
Signature: Submitted Electronically

Date: 11/08/2017

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, including ensuring permissibility of expenditures and following all required procurement policies and procedures. Entry of the Agency Head name above also indicates his/her acceptance of and agreement to abide by requirements set forth in this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing programs. The Law Enforcement Head also certifies that no items on the Prohibited list, as detailed in "Recommendations Pursuant to Executive Order 13688", were purchased with equitable sharing funds on or after October 1, 2015.

**Governing Body Head**

Name: Horn, John  
Title: Hunt County Judge  
Email: jhorn@huntcounty.net



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

Date: 11-14-2017

To the best of my knowledge and belief, the agency's current fiscal year budget reported on this form is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.