

**TEXAS A & M AgriLife Extension Service**  
**The Texas A&M University System**  
**MONTHLY SCHEDULE OF TRAVEL**

**NAME: Mark Arnold**  
**COUNTY: Ellis**

**TITLE: County Extension Agent – Agriculture**  
**MONTH: October 2014**

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
10/1	Waxahachie-Dallas-return-State Fair of Texas	72		
10/2	Waxahachie-Dallas-return-State Fair of Texas	72		
10/3	Waxahachie-Waco-Heart of Texas Fair	69		
10/4	Waco area-Heart of Texas Fair	6		
10/5	Waco-Waxahachie-Heart of Texas Fair	72		
10/6	Waxahachie area-Producers & Livestock Project visit	17		
10/7	Waxahachie area-New Landowners Educational Program	6		
10/10	Waxahachie-Dallas-return- State Fair of Texas	74		
10/11	Waxahachie-Dallas-return-State Fair of Texas	72		
10/12	Waxahachie-Dallas-return-State Fair of Texas	72		
10/14	Waxahachie area-Master Gardener Meeting/Training	6		
10/15	Waxahachie area-Ellis County Youth Expo Meeting	12		
10/17	Waxahachie-Dallas area-State Fair of Texas & Ellis County Youth Expo 350 Planning Meeting	106		
10/18	Waxahachie area-Ellis County Youth Expo 350 Benefit	7		
10/19	Waxahachie-Dallas-return-State Fair of Texas	72		
10/20	Waxahachie-Dallas-return-District 4-H Gold Star Banquet	142		
10/21	Waxahachie area-Midlothian area-State Lamb & Goat Validation/New Landowners Program	49		
10/22	Waxahachie-Hillsboro-Ennis area-Boll	112		

	Weevil Eradication Meeting/New Farm Bill Education Program			
10/23	Waxahachie-Midlothian-Palmer area-State Heifer Validation	79		
10/24	Waxahachie area-Producer/4-H Project	61		
10/25	Ennis area-State Heifer Validation	6		
10/28	Waxahachie area-New Landowner Program	7		
10/29	Waxahachie area-Leadership Advisory Board Meeting/Major Show Entry Meeting	16		
10/30	Waxahachie area- Major Show Entry Meeting	6		
10/31	Waxahachie area-Ellis County Youth Expo Commercial Heifer Show/Sale	18		
		<b>1231</b>		

Other expenses in field (list)

I hereby certify this is a true and correct report of travel (mileage) and other expenses incurred by me in performance of my official duties for the month shown.

Date: November 5, 2014

Signed: \_\_\_\_\_

*Mark Eld*

**EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT****Miles traveled: 1231****Selected major activities since last report****October 2014**

- 10/1 State Fair of Texas Market Show. 10 Ellis County 4-H members exhibited 15 project and/or market, steer and swine projects at the State Fair of Texas, several high placing animals were exhibited by Ellis County 4-H members including Champion Brahman Project Steer.
- 10/2-5 15 Ellis County 4-H Beef Project members exhibited 24 steer and heifer projects at the Heart of Texas Fair in Waco. Agent assisted members, leaders, and parents with feeding and management decisions. Local members exhibited many high placing animals.
- 10/7,14,21,28  
New Landowner Education program presented to 16 total participants. Topics covered included, Soils and Soil Fertility, Pasture Management, Livestock Considerations, and Pond Management.
- 10/9 Agents conducted new 4-H Family Night with 22 new members, leaders, and parents in attendance. 4-H programs, guidelines, projects and related timelines questions were covered.
- 10/9-12 5 Ellis County 4-H Beef Project members participated in the State Fair of Texas Junior Heifer Show. Local 4-H members garnished multiple breed or reserve breed division winners.
- 10/14 Master Gardener Training and Meeting with 47 in attendance. Landscape Water Conservation, plants and cash management guidelines were covered.
- 10/15 Ellis County Youth Expo Show Committee met 15 to discuss and make plans for the 2015 show. Dates for 2015 will be April 5-11, 2015
- 10/17-19 State Fair of Texas Junior Heifer Show (Simmental, Simbrah, and Santa Gertrudis) 4 Ellis County 4-H members participated.
- 10/18 Ellis County Youth Expo "350" Fundraiser, Agent assisted director and other volunteers as needed to facilitate event. Over \$15,000 is raised annually to support local 4-H/FFA youth.
- 10/20 Agent attended District 8 Gold Star Banquet with the Ellis County Gold Star recipient, Peter Chomicki and parents.
- 10/21 Assisted Ag Science teachers and other volunteers in completing the state sheep and goat validation process. Over 100 sheep and goat projects were validated by Ellis County 4-H/FFA members for exhibiting at Fort Worth, San Angelo, San Antonio, Houston and Austin Major Stock Shows.
- 10/22 Agent attended "Boll Weevil Eradication" and "Cotton Stalk Destruction in Hillsboro with 5 Ellis County Cotton Producers. Eradication efforts and stalk destruction due dates were discussed.
- 55 area row crop producers attended a Farm Bill Training Program in Ennis to receive detailed information and become familiar with the "Decision Aid" program. Local and state FSA employees were on hand as was Dr. Joe Outlaw, Director of Ag and Food Technology Policy Center at Texas A & M University.
- 10/23, 25 Agent assisted 15 Ellis County 4-H/FFA beef heifer exhibitors, parents and advisors in completing the State Heifer Validation Program.
- 10/29 Agents conducted leadership Advisory Board Meeting with 6 Leadership Advisory Board members present. Long Range Program Planning and related issues discussed and program and update from local Sheriff Johnny Brown was presented for this advisory group.
- 10/29,30 Agent conducted Entry Sign Up Meeting for Ellis County 4-H Livestock Project members to enter spring major livestock shows. 49 Ellis County 4-H members made cattle, sheep, goat, swine entries for Fort Worth, San Antonio, San Angelo, Houston and Austin.

10/31 30 area beef producers attended the Fall Beef and Forage Program held as a part of the statewide "Rebuilding the Herd" educational initiatives. This program was also held in tandem with the 1st Ellis County Youth Expo Commercial heifer Show and Sale where 13 pens of replacement heifers were raised, shown and offered for sale to area beef producers.

**Educational Programming**

Programs 15  
 Participants 425

**Educational Contacts**

Site Visits 4-H 15  
 Site Visits Ag 6  
 Telephone 146  
 MG/MN Telephone 67  
 Office Visits 75  
 E-Mails 4559  
 Newsletter/Letters 629  
 Faxes 5  
 E-Gardening Newsletters 1274

**Media Outreach:**

Website hits 175  
 News Releases-AG 1  
 News Releases-4-H 5  
 Facebook posts-AG 26  
 Facebook posts-4-H 54  
 MG/MN new releases 9  
 MG/MN magazine 2  
 MG TV/Radio 4

**Major plans for next month**

- 11/1 Ellis County Youth Expo Commercial Heifer Show/Sale-Waxahachie
- 11/2, 3 TCAAA Animal Industries Fall Meeting-Austin
- 11/3 4-H Council/Adult Leaders Meeting-Waxahachie
- 11/5 Central Region Judges/Commissioners Meeting-Waco
- 11/6 State Representative John Wray Interpretative Program-Waxahachie
- 11/7 West Ellis County United Way Interpretative Program-Waxahachie
- 11/8, 9 District 8 Holiday Classic Educational Livestock Program/Show-Belton
- 11/10 State Heifer Validation-Bardwell
- 11/11 Master Gardener Training/Meeting-Waxahachie
- 11/12 Row Crop CEU Program-Waxahachie
- 11/15 County Lamb & Goat Validation-Waxahachie
- 11/19-21 4-H Swine Project Selection-Duncan, Athens
- 11/24 TCAAA Animal Industries Committee Meeting-Waco
- 11/25 4-H Beef Project Workshop-Waxahachie

**Mark Arnold**

**Name**

**County Extension Agent - Agriculture**

**Title**

**Ellis**

**County**

**11/05/14**

**Date**

TEXAS COUNTY EXTENSION  
 The Texas A&M University System  
**MONTHLY SCHEDULE OF TRAVEL**

NAME: Rita Hodges

TITLE: County Extension Agent - Family & Consumer Sciences

COUNTY: Ellis

MONTH: October 2014

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
10/1	Waxahachie (Faith Academy, St. Joseph's School, Pettigrew Academy, Master of Memory class, Senior Center, 4-H Foods project, Better Living for Texans)	29		
10/2	Dallas, Waxahachie (State Fair 4-H, Better Living for Texans)	95		
10/3	Waxahachie (distribution of 4-H information, gardening project, Better Living for Texans, Sr. Citizens project-'match 4-Hers' to assist seniors)	21		
10/6	Waxahachie (Better Living for Texans, distribution of 4-H information, Master Wellness volunteers, Walk Across Texas)	25		
10/7	Palmer, Waxahachie (Senior Center, Newspaper, 4-H information distribution, St. Joseph School, Better Living for Texans, Palmer Elementary-2 trips)	71		
10/8	Waxahachie (Master of Memory program, 4-H Foods project, Senior Center, Better Living for Texans)	42		
10/9	Waxahachie (Senior Center, 4-H Information Day, Better Living for Texans, 4-H Food Challenge, Ferris Heights Methodist Church)	41		
10/10	Waxahachie (4-H Week, 4-H Fashion Show, Better Living for Texans, Master Wellness volunteers)	22		
10/13	Waxahachie (Commissioners Court, 4-H, Better Living for Texans, Senior Center, Newspaper)	11		
10/14	Waxahachie (4-H Fashion Show, Better Living for Texans, Master Wellness volunteers, 4-H Training preparation)	14		
10/15	Waxahachie (Master of Memory-week 3, 4-H Training preparation, set up for Senior Resource Fair, Better Living for Texans)	17		
10/16	Ennis, Waxahachie (Senior Resource Fair, 4-H Council Meeting-Ellis & Navarro counties, Ennis-2 trips, Better Living for Texans, Master Wellness volunteers, 4-H Fashion Show preparation)	111		
10/17	Midlothian, Waxahachie (Manna House, Master Wellness volunteers, 4-H Fashion Show, Better Living for Texans, 4-H Training preparation)	61		
10/20	Palmer, Waxahachie (First Look Women's Resource Center, Better Living for Texans, 4-H Food & Fashion Training preparation, 4-H Fashion Show preparation, deliver goody bags for "Happy Healthy Kids Day.")	45		

	Wellness volunteers, Golden Circle Senior Center, 4-H Food & Fashion Training preparation, Better Living for Texans)		
10/22	Waxahachie (Master of Memory course, 4-H Food & Fashion Training preparation, Better Living for Texans, Master Wellness volunteers)	29	
10/23	Palmer, Waxahachie (Palmer Elementary, Happy Healthy Kids Day, Master Wellness volunteers, 4-H Food & Fashion Training, Better Living for Texans)	57	
10/24	Waxahachie (4-H Food & Fashion Training preparation, Master Wellness volunteers, Better Living for Texans)	12	
10/25	Corsicana, Waxahachie (4-H Food & Fashion Training)	99	
10/27	Waxahachie (Senior Center, 4-H Fashion Show preparation, Better Living for Texans, Waxahachie C.A.R.E.)	33	
10/28	Ennis, Waxahachie (4-H Fashion Show, Senior Center, Library, Better Living for Texans)	49	
10/29	Waxahachie (Leadership Advisory Board Meeting, Program Planning Conference, Master of Memory, Better Living for Texans, 4-H)	22	
10/30	Midlothian, Waxahachie (Master Wellness Volunteers, 4-H Fashion Project, Better Living for Texans, Manna House, Waxahachie C.A.R.E.)	54	
10/31	Waxahachie (Ellis/Navarro Counties 4-H Committee Meeting, 4-H Fashion Project, Better Living for Texans)	9	
		1024	

Other expenses in field (list)

I hereby certify this is a true and correct report of travel (mileage) and other expenses incurred by me in performance of my official duties for the month shown.

Date: November 3, 2014

Signed:

*Rika M. Hodges*

**EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT**  
**Miles traveled: 1024**

**Selected major activities since last report**

**October 2014**

- 10/1 Master of Memory-Week 1. Exploring ways to keep memory active. (16)
- 10/1 Meeting with faculty at Pettigrew Academy on the 4-H program, projects, etc. Director said they would pay the \$20.00 enrollment fee and \$5.00 fee for adults for the 2014-15 year. (3)
- 10/3 Meeting with Sr. Citizens-gardening. Senior need assistance with their raised bed garden; match seniors and 4-Hers? (7)
- 10/8 Master of Memory-week 2; explored strategies to use when trying to remember. (25)
- 10/9 4-H Information Night; 9 news release sent to papers, 1,000 flyers distributed, on the Citizens National Bank marquee throughout the county and on the radio. (21)
- 10/11 One Day 4-H; collected 3,000 canned goods for food bank and 40 coats to be donated.
- 10/13 County Commissioners' Court; approval of Megan Parr as Ellis County Extension Agent-4-H.
- 10/15 Master of Memory-week 3; how nutrition affects memory (21)
- 10/16 Senior Resource Fair-My Plate display and nutrition information (250)
- 10/16 Ellis/Navarro Counties 4-H Council Meeting to plan leadership for members for the October 25 Food & Fashion Training. (17)
- 10/21 Family & Consumer Sciences Committee Meeting-continued plans for Happy, Healthy Kids Day in Palmer, Diabetes Conference preparation, Long Range Extension Plan discussion. (5)
- 10/22 Master of Memory-weeks 4 & 5-how medication can affect your memory and medical conditions and memory function (20)
- 10/23 Happy, Healthy Kids Day-Palmer Elementary; Master Wellness Volunteers taught Increasing Physical Activity, Nutrition, Hand washing & Water Conservation and Flu Prevention. REACH Council taught alcohol & tobacco prevention. Approximately 85% of audience is BLT eligible. (450)
- 10/25 Ellis/Navarro Counties Food & Fashion Training-made Fashion Storyboards. Introduced Duds to Dazzle Contest. Had a Fashion Show with garments from past shows, Food Challenge-had 4 teams participate. (30)
- 10/28 Ellis County 4-H Fashion Show. Buying and Construction entries and competition. 10 entries (35)
- 10/28 Leadership Advisory Board Meeting-2014 program update; Long-Range Extension Plan training; Ellis County Update from Sheriff. (9)
- 10/28 Master of Memory-week 6; importance of exercise and evaluations (20)
- 10/30 Met with Master Wellness Volunteer Arlene Hamilton to go over her part for the Commissioners Court Conference, November 6.
- 10/31 Met with Navarro County Extension Agents to set guidelines for Ellis/Navarro Counties 4-H Dance, December 5.

**Educational Programming:**

Programs 11  
Participants 920

**Educational Contacts:**

Site Visits-FCS 21  
Telephone 225  
Office Visits 62  
E-mails 1942  
Newsletters/Letters 768

**Media Outreach:**

News Releases-4-H 7  
News Releases-FCS 5  
Website 175  
Facebook-4-H 52  
Facebook-FCS 60

400x10 F&N Handouts, Food Safety, healthy eating (Palmer)

600 MyPlate, Increasing Physical Activity, Dinner Tonight (Sr. Resource)

**Major plans for next month:**

11/3 Ellis County 4-H Council Meeting  
11/5 County Commissioners/Judge Conference, Waco  
11/6 Diabetes Conference, Red Oak  
11/7 United Way Hearing for Funding  
11/13 Ellis County 4-H Food Challenge/Food Show  
11/18 FCS Committee Meeting  
11/18 District 8 4-H Fashion Show/Storyboard Contest, Belton

**Rita Hodges**

**Name**

**Ellis**

**County**

**County Extension Agent - Family & Consumer Sciences**

**Title**

**11/03/14**

**Date**



## ELLIS COUNTY LAW LIBRARY SERVICES OFFERED AND PRICES

Services	Prices
Printing per page	.25 cents per page
Copies per page	.20 cents per page
Faxing received	\$1.50 per received page
Faxing outgoing	\$2 for 1 <sup>st</sup> page and \$1 per page after.
Notary	\$6.00 per document plus \$1.00 for each additional signature on same document
Board Room Rental (Hour)	\$25
Board Room Rental (½ a Day)	
Board Room Rental (Full Day)	
No charge for any material downloaded to a flash drive of any source on the computer.	

**ELLIS COUNTY BUDGET  
2014/2015 LINE ITEM ADJUSTMENT**

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

**TRANSFER FROM:**

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
001-0210-40964-00000-000	Contracting Elections	\$16,277.50

**TRANSFER TO:**

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
001-0210-50801-00000-000	Supplies	\$16,277.50

<u>Bruce Sherbet - see attached</u>	<u>11/13/2014</u>	<u>Elections</u>
<i>Signature of Department Head</i>	<i>Date Signed</i>	<i>Department</i>

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014/2015

_____	County Judge
_____	Commissioner Precinct #1
_____	Commissioner Precinct #2
_____	Commissioner Precinct #3
_____	Commissioner Precinct #4

Approved by County Auditor's Office:

Biller 11/13/14  
Needs court approval



## **ELLIS COUNTY ELECTIONS**

Bruce Sherbet, CERA  
Elections Administrator

106 S. Monroe  
Waxahachie, TX 75165  
Bus. (972) 923-5195  
Fax (972) 923-5194

November 12, 2014

TO: Mike Navarro

FROM: Bruce Sherbet

*Bruce Sherbet 11-12-14*

SUBJECT: Line Item Transfer Request

As you know, the City of Ennis and the City of Red Oak contracted with the elections department for election services for their November 4, 2014 special elections. The election contract funds for Red Oak and Ennis were deposited in Line Item 001-0210-40964 (See attached). Now that the election has been completed, the elections department is requesting the funds be transferred as follows:

City of Ennis contract fees – \$9,565.82

City of Red Oak contract fees - \$6,711.68

Total **\$16,277.50**

Requested line item transfer:

**\$16,277.50 from Line Item 001-0210-40964**

**To Line Item 001-0210-50801 (Supplies)**

If you have any questions regarding this request, please do not hesitate to contact me.

10

ELLIS COUNTY BUDGET  
2013/2014 LINE ITEM ADJUSTMENT  
2014/2015

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2013/2014 Budget as follows:  
2014/2015

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-50848	holding/ Salary	\$ 5,000

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-50801	SUPPLIES	\$ 5,000

RECEIVED  
NOV 13 2014  
ELLIS COUNTY  
AUDITOR

*Steve Sherbet*

Signature of Department Head

11-12-14

Date Signed

Elections

Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013/2014

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

*Bollen 11/13/14*

*Needs court approval*

**ELLIS COUNTY BUDGET  
2012/2013 LINE ITEM ADJUSTMENT**

*2013-2014*

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my ~~2012/2013~~ Budget as follows:

**TRANSFER FROM:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
047-0947- <del>40687</del> -30302-000	Fund Balance	8,707.55
047-0947-30302		
<i>per Capt. Janibach</i>		

**TRANSFER TO:**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
047-0947-50802-00000-000	Equipment	8,707.55

*[Signature]*  
Signature of Department Head

*11-14-14*  
~~20 Jun 12~~     *047*  
-10 / Sheriff  
Department

**ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.**

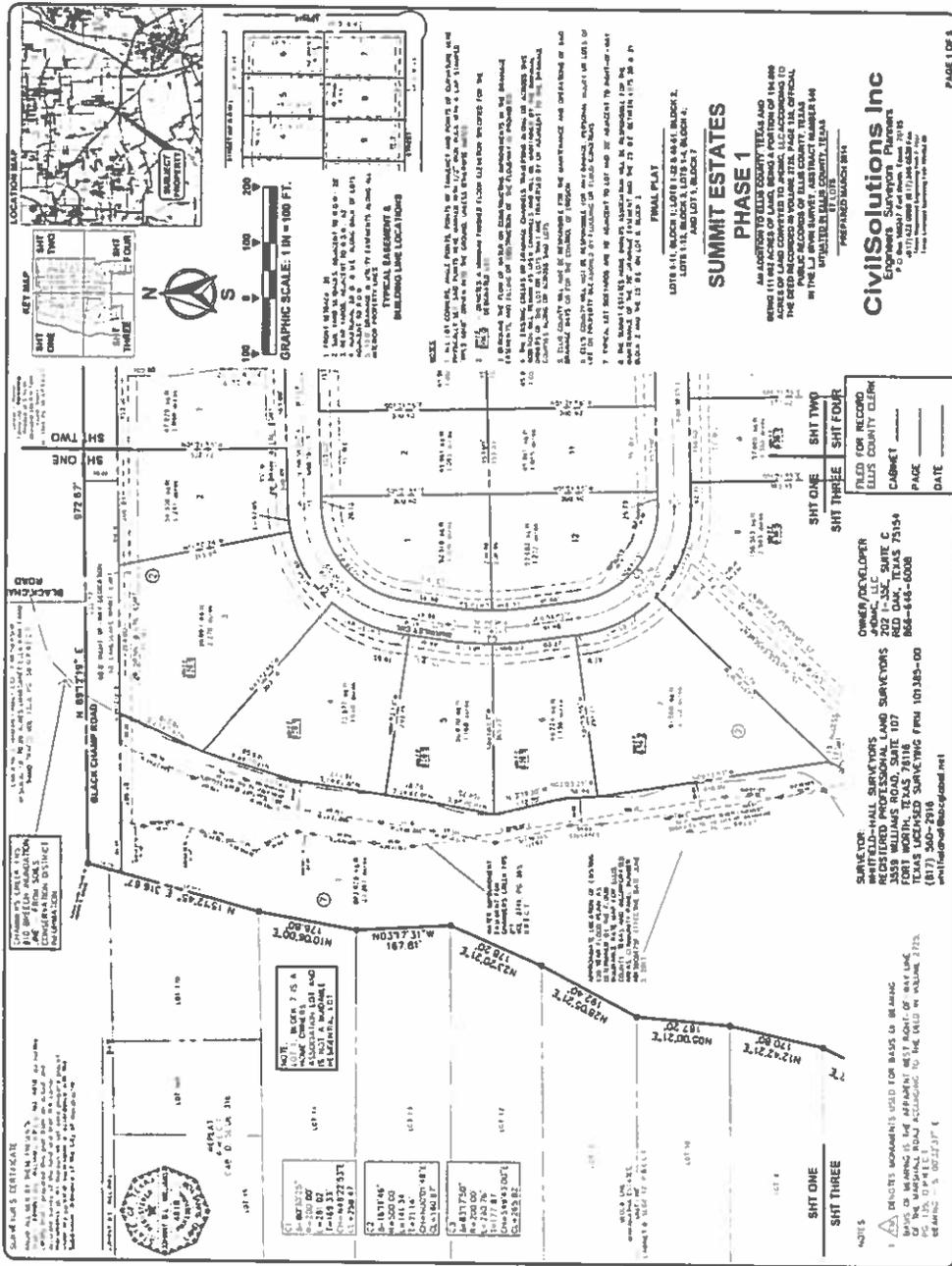
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

County Judge  
Commissioner Precinct #1  
Commissioner Precinct #2  
Commissioner Precinct #3  
Commissioner Precinct #4

Approved by County Auditor's Office:

*[Signature]* 11/18/14  
*Needs court approval*













MONCRIEF  
CANCER  
INSTITUTE

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**UTSouthwestern**

MONCRIEF CANCER INSTITUTE

New Home



MONCRIEF  
CANCER  
INSTITUTE

UTSouthwestern

# Moncrief Cancer Institute

- MCI is a nonprofit, community-based cancer center serving the social, emotional and physical needs of individuals with cancer.
- Moncrief is an affiliate of the UT Southwestern Harold C. Simmons Cancer Center, the only NCI-designated cancer center in North Texas.
- Since 1958, the generosity of the William A. and Elizabeth B. Moncrief Foundation has made it possible for us to maintain our charitable mission for over 56 years.
- Moncrief has funded \$25 million for cancer screening and survivorship services in Tarrant and surrounding counties.



MONCRIEF  
CANCER  
INSTITUTE

UT Southwestern

# Moncrief focus: three program areas

- **Prevention**
- **Survivorship**
- **Research**

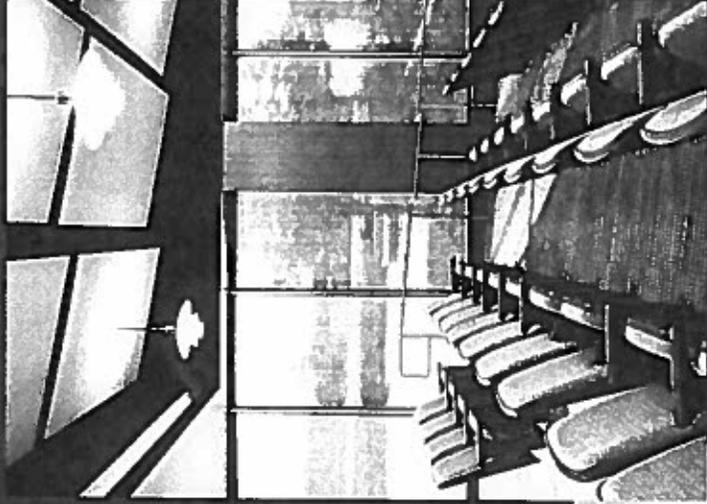


MONCRIEF  
CANCER  
INSTITUTE

UT Southwestern

# New Home

- Wellness/exercise area
- Survivorship clinic
- 90 seat auditorium



# Current Partnerships

- Local hospitals and clinics in 25 Texas counties
- In 2013, provided 8,000 funded mammograms, navigated 1,200 women to clinical resolution, and diagnosed 124 cancers.



MONCRIEF  
CANCER  
INSTITUTE

UT Southwestern

# Mobile Cancer Survivorship Program

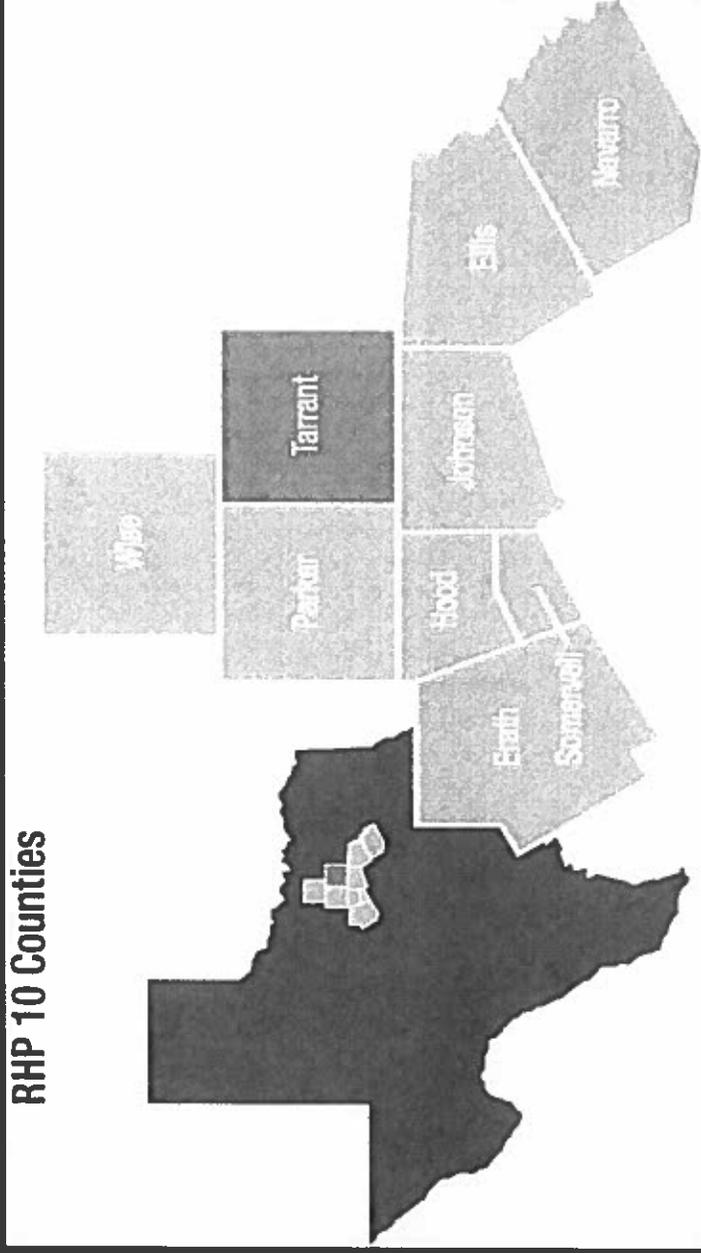
- Federal grant / State grant
- New dollars coming to your county
- No cost to county
- Collaborate with other health care providers



MONCRIEF  
CANCER  
INSTITUTE

UT Southwestern

# Mobile Cancer Survivorship Program



- Survivorship: during and after cancer treatment
- Indigent population: rural uninsured and Medicaid cancer survivors



MONCRIEF  
CANCER  
INSTITUTE

UT Southwestern

# Survivorship Services

- Breast Screening
- Colorectal Screening
- Navigation (manage person through system for other services)
- Wellness and exercise program with a certified exercise specialist
- Personalized nutritional counseling and interactive cooking classes
- Genetic screening and risk assessment for families with a history of cancer
- Psychological counseling for survivors and family members
- Support groups
- Social services
- Scheduling, appointments and plans



MONCRIEF  
CANCER  
INSTITUTE

UT Southwestern



# Benefits to Partners

- Reducing access-to-care barriers for uninsured (transportation, language, cost)
- Cancer follow up assessments and yearly screening
- Identification of a new diagnosis or recurrence at an earlier stage
- Decrease in financial burden
- Increase long-term survival
- Reimbursement for partner hospitals or clinics on breast imaging
- Moncrief vested interest
- Moncrief navigates
- Reduced emergency room visits
- Reduction in loss of work
- Reduction in loss of income
- Keep dollars local
- Local referrals and providers
- Incentives for residents to participate



MONCRIEF  
CANCER  
INSTITUTE

UT Southwestern

The mobile survivorship  
program is coming to your  
county 2015!



MONCRIEF  
CANCER  
INSTITUTE

UT Southwestern

# Moncrief Cancer Institute

400 W. Magnolia Ave.

Fort Worth, TX 76104

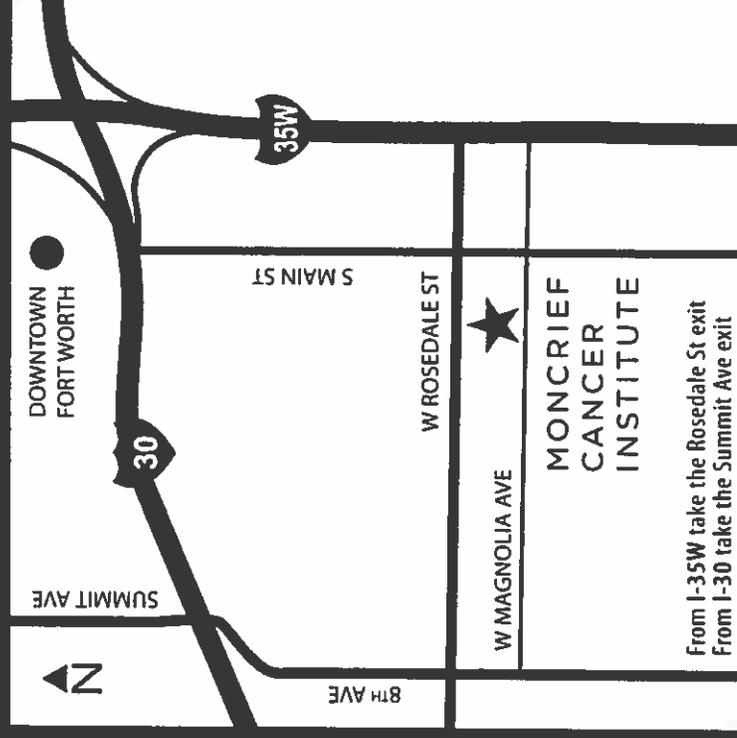
1-800-405-7739

817-288-9801

Hours Monday- Friday

8:00 a.m. to 5:00 p.m.

[survivor@moncrief.com](mailto:survivor@moncrief.com)



MONCRIEF  
CANCER  
INSTITUTE

UTSouthwestern

# Contact Information

Keith Argenbright, M.D.

Director

[keith.argenbright@moncrief.com](mailto:keith.argenbright@moncrief.com)

817-288-9898

Julie Johncox

Community Outreach Manager

[julie.johncox@moncrief.com](mailto:julie.johncox@moncrief.com)

817-229-3121



MONCRIEF  
CANCER  
INSTITUTE

UT Southwestern



Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Total spent on salaries under permitted salary exceptions		
b	Total spent on overtime		
c	Total spent on informants, "buy money", and rewards		
d	Total spent on travel and training		
e	Total spent on communications and computers		\$50,154.60
f	Total spent on weapons and protective gear		\$17,172.50
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C)		
j	Total spent on other law enforcement expenses (To populate, complete Table D)	\$71,656.80	
k	Total Expenditures in Support of Community-Based Programs (To populate, complete Table E)	\$400.00	
l	Total Windfall Transfers (To populate, complete Table F)		
m	Total spent on matching grants (To populate, complete Table G)		
n	<b>Total</b>	\$72,056.80	\$67,327.10
o	Did your agency receive non-cash assets? <input checked="" type="radio"/> Yes <input type="radio"/> No If yes, complete Table H.		

Please fill out the following tables, if applicable.

**Table A: Members of Task Force**

Agency Name	NCIC/ORI/Tracking Number

**Table B: Equitable Sharing Funds Received from other Agencies**

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>		
NCIC/ORI/Tracking Number: <input type="text"/>		

**Table C: Equitable Sharing Funds Transferred to Other Agencies**

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>		
NCIC/ORI/Tracking Number: <input type="text"/>		

*ac*

**Table D: Other Law Enforcement Expenses**

Description of Expense	Justice Funds	Treasury Funds
PURCHASED 2010 DODGE CHALLENGER FROM USMS REF-DEA-589826	\$4,643.25	
2013 CHEVY TAHOE LS FROM CALDWELL CHEVROLET FOR CID LIEUTENANT	\$30,000.00	
2014 CHEVY TAHOE PPV FROM CALDWELL CHEVROLET FOR K-9 OPERATIONS	\$27,884.00	
K-9 DEPLOYMENT SYSTEM FOR K-9 TAHOE FROM RAY ALLEN MANUFACTURING	\$1,028.99	
STORAGE CABINET FOR K-9 TAHOE FROM AMERICAN ALUMINUM	\$2,130.56	
STORAGE CABINET FOR CID TAHOE FROM WILDFIRE TRUCK AND EQUIPMENT SALES	\$1,720.00	
AIRCRAFT INSURANCE FOR TECNAM P-92 EAGLET ISSUED TO OUR AGENCY BY CENTER FOR RURAL DEVELOPMENT (DOJ)	\$4,250.00	

**Table E: Expenditures in Support of Community-Based Programs**

Recipient	Justice Funds	Treasury Funds
PAYMENT TO IRS TO SET UP EXEMPT STATUS FOR CRIMESTOPPERS PROGRAM	\$400.00	

**Table F: Windfall Transfers**

Recipient	Justice Funds	Treasury Funds

**Table G: Matching Grants**

Matching Grant Name	Justice Funds	Treasury Funds

**Table H: Other Non-Cash Assets Received**

Source	Description of Asset
Justice <input checked="" type="radio"/> Treasury <input type="radio"/>	2010 DODGE CHALLENGER FROM USMS. PAID \$4643.25 FOR OUR PART (SEE DESCRIPTION OF EXPENSES ABOVE)

**Table I: Civil Rights Cases**

Name of Case	Type of Discrimination Alleged			
	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender
	<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other	

*al*

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.

Handwritten initials or signature consisting of two distinct scribbled marks.

# 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 its signatures, 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 federal Equitable Sharing Program. 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 to [aca.submit@usdoj.gov](mailto:aca.submit@usdoj.gov) within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute 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, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

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

**4. Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.

**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 and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

**6. Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

# Affidavit - Existing Participant

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 *Justice and/or Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice 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.

**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

**If you answered yes to the above question, complete Table I**

**Agency Head**

**Governing Body Head**

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

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

Name: JOHNNY D. BROWN

Name: CAROL BUSH

Title: SHERIFF

Title: COUNTY JUDGE

Date: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail: JOHNNY.BROWN@CO.ELLIS.TX.US

E-mail: CAROL.BUSH@CO.ELLIS.TX.US

**Subscribe to Equitable Sharing Wire:**

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

**Final Instructions:**

Step 1: Click to save for your records

Step 2: Click to save in XML format

Step 3: Email the XML file to [aca.submit@usdoj.gov](mailto:aca.submit@usdoj.gov)

Step 4: Scan & email this Affidavit to [aca.affidavit@usdoj.gov](mailto:aca.affidavit@usdoj.gov)

(Email subject line must include Agency NCIC/ORI Code)

**FOR AGENCY USE ONLY**

Entered by \_\_\_\_\_

Entered on \_\_\_\_\_

FY End: 09/30/2014

NCIC: TX0700000

State: TX



Date Printed: November 17, 2014 11:07

Agency: Ellis County Sheriff's Office

Preparer: CHARLES LAUBACH

Phone: 972-825-4921

E-mail: [CHUCK.LAUBACH@CO.ELLIS.TX.US](mailto:CHUCK.LAUBACH@CO.ELLIS.TX.US)

3.6

FY 2014  
CHAPTER 59 ASSET FORFEITURE REPORT  
BY LAW ENFORCEMENT AGENCY

Agency Name: ELLIS CO. SHERIFFS OFFICE Reporting Period: 10-1-13 to 9-30-14  
 (local fiscal year)  
 Agency Mailing Address: 300 S. JACKSON example: 01/01/14 to 12/31/14,  
WAXAHACHIE, TX. 75165 09/01/13 to 08/31/14 etc.  
 Phone Number: 972-825-4921  
 County: ELLIS  
 Email Address: chuck.lambach@co.ellis.tx.us This should be a permanent agency email address

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS PURSUANT TO CHAPTER 59

A) Beginning Balance:	\$ 314,441.00
B) Seizures During Reporting Period	
1) Amount seized and retained in your agency's custody:	\$ 14,430.00
2) Amount seized and transferred to the District Attorney pending forfeiture:	\$ 0
C) Interest Earned on Seized Funds During Reporting Period:	\$ 113.00
D) Amount Returned to Defendants/Respondents:	\$ 478.00
E) Amount Transferred to Forfeiture Account:	\$ 1,898.00
F) Other Reconciliation Items:	\$ 475.00
G) Ending Balance. Instructions: Add lines A, B(1), C and F, subtract lines D and E, put total in line G.	\$ 326,133.00

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

A) Beginning Balance:	\$ 157,390.00
B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period:	\$ 1,497.00
C) Interest Earned on Forfeited Funds During Reporting Period:	\$ 174.00
D) Amount Awarded Pursuant to 59.022 (f)(1):	\$ 0
E) Amount Awarded Pursuant to 59.023 (a):	\$ 0
F) Proceeds Received by Your Agency From Sale of Forfeited Property:	\$ 78,986.00
G) Amount Returned to Crime Victims:	\$ 0
H) Other Reconciliation Items:	\$ 0

I) Total Expenditures of Forfeited Funds During Reporting Period	\$ 96,878.00
J) Ending Balance: Instructions: Add lines A, B, C, D E, F and H, subtract lines G and I, place total in line J.	\$ 141,149.00

**III. OTHER PROPERTY**

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	RETURNED TO DEFENDANTS / RESPONDENTS	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	3	1	0	0
2) REAL PROPERTY (Count each parcel seized as one item)				
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)				
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)				
5) Other Property - Description <u>TV</u>	2	2	0	2
Other Property -Description <u>cell phone</u>	2	1	0	1
Other Property -Description:				

**IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY**

A) Motor Vehicles:	#
B) Real Property:	#
C) Computers:	#
D) Firearms:	#
E) Other:	#

**V. FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY**

A) Motor Vehicles:	#
B) Real Property:	#
C) Computers:	#
D) Firearms:	#
E) Other:	#

**VI. EXPENDITURES**

A) SALARIES	
1. Increase of Salary, Expense, or Allowance for Employees (Salary Supplements):	\$

2.	Salary Budgeted Solely From Forfeited Funds:	\$	
3.	Number of Employees Paid Using Forfeiture Funds:	#	
4.	<b>TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS:</b>	\$	0
<b>B)</b>	<b>OVERTIME</b>		
1.	For Employees Budgeted by Governing Body:	\$	
2.	For Employees Budgeted Solely out of Forfeiture Funds:	\$	
3.	Number of Employees Paid Using Forfeiture Funds:	#	
4.	<b>TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS:</b>	\$	0
<b>C)</b>	<b>EQUIPMENT</b>		
1.	Vehicles:	\$	
2.	Computers:	\$	
3.	Firearms, Protective Body Armor, Personal Equipment:	\$	
4.	Furniture:	\$	
5.	Software:	\$	
6.	Maintenance Costs:	\$	
7.	Uniforms:	\$	
8.	K9 Related Costs:	\$	47,510.00
9.	Other (Provide Detail on Additional Sheet):	\$	20,501.00
10.	<b>TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS:</b>	\$	68,011.00
<b>D)</b>	<b>SUPPLIES</b>		
1.	Office Supplies:	\$	
2.	Mobile Phone and Data Account Fees:	\$	
3.	Internet:	\$	
4.	Other (Provide Detail on Additional Sheet):	\$	K-9 ITEMS 852.00
5.	<b>TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS:</b>	\$	852.00
<b>E)</b>	<b>TRAVEL</b>		
1.	Total In State Travel	\$	
	a) Transportation:	\$	
	b) Meals & Lodging:	\$	
	c) Mileage:	\$	
	d) Incidental Expenses:	\$	
2.	Total Out of State Travel	\$	
	a) Transportation:	\$	
	b) Meals & Lodging:	\$	

	c) Mileage:	\$
	d) Incidental Expenses:	\$
<b>3.</b>	<b>TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS:</b>	\$
<b>F)</b>	<b>TRAINING</b>	
1.	Fees (Conferences, Seminars): <i>NARC</i>	\$ <i>1835.00</i>
2.	Materials (Books, CDs, Videos, etc.): <i>SCUBA</i>	\$ <i>2625.00</i>
3.	Other (Provide Detail on Additional Sheet):	\$
4.	<b>TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS</b>	\$ <i>4460.00</i>
<b>G)</b>	<b>INVESTIGATIVE COSTS</b>	
1.	Informant Costs:	\$
2.	Buy Money:	\$
3.	Lab Expenses:	\$
4.	Other (Provide Detail on Additional Sheet):	\$
5.	<b>TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS:</b>	\$ <i>0</i>
<b>H)</b>	<b>PREVENTION/TREATMENT PROGRAMS / FINANCIAL ASSISTANCE / DONATIONS</b>	
1.	Total Prevention/Treatment Programs (pursuant to 59.06 (d-3(6)), (h), (j)):	\$
2.	Total Financial Assistance (pursuant to Articles 59.06 (n) and (o)):	\$
3.	Total Donations (pursuant to Articles 59.06 (d-2)):	\$
4.	<b>TOTAL PREVENTION/TREATMENT PROGRAMS / FINANCIAL ASSISTANCE / DONATIONS (pursuant to Articles 59.06 (d-3(6)), (h), (j), (n), (o) (d-2)):</b>	\$ <i>0</i>
<b>I)</b>	<b>FACILITY COSTS</b>	
1.	Building Purchase:	\$
2.	Lease Payments:	\$
3.	Remodeling:	\$
4.	Maintenance Costs:	\$
5.	Utilities:	\$
6.	Other (Provide Detail on Additional Sheet):	\$
7.	<b>TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS:</b>	\$ <i>0</i>
<b>J)</b>	<b>MISCELLANEOUS FEES</b>	
1.	Court Costs: <i>1 yr. Salary For DWI JUDGE</i>	\$ <i>12,000.00</i>
2.	Filing Fees:	\$
3.	Insurance:	\$
4.	Witness Fees (including travel and security):	\$

5.	Audit Costs and Fees (including audit preparation and professional fees):	\$	
6.	Other (Provide Detail on Additional Sheet):	\$	11,555.00
7.	<b>TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS:</b>		\$ 23,555.00
<b>K)</b>	<b>PAID TO STATE TREASURY / GENERAL FUND / HEALTH &amp; HUMAN SERVICES COMMISSION:</b>		
1.	Total paid to State Treasury due to lack of local agreement pursuant to 59.06 (c):	\$	
2.	Total paid to State Treasury due to participating in task force not established in accordance with 59.06 (q)(f):	\$	
3.	Total paid to General Fund pursuant to 59.06 (C-3) (c) (Texas Department of Public Safety only):	\$	
4.	Total forfeiture funds transferred to the Health and Human Services Commission pursuant to 59.06 (p):	\$	
5.	<b>TOTAL PAID TO STATE TREASURY / GENERAL FUND / HEALTH &amp; HUMAN SERVICES COMMISSION OUT OF CHAPTER 59 FUNDS:</b>		\$ 0
<b>L)</b>	<b>TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT:</b>		\$ 0
<b>M)</b>	<b>TOTAL OTHER EXPENSES PAID OUT OF CHAPTER 59 FUNDS WHICH ARE NOT ACCOUNTED FOR IN PREVIOUS CATEGORIES (provide detailed descriptions on additional sheet(s) and attach to this report):</b>		\$ 0
<b>N)</b>	<b>TOTAL EXPENDITURES:</b>		\$ 96,878.00

**NOTE: BOTH CERTIFICATIONS MUST BE COMPLETED**

**AUDITOR / TREASURER / ACCOUNTING PROFESSIONAL/PREPARER CERTIFICATION**

I swear or affirm that the Commissioners Court, City Council or Agency Head (if no governing body) has requested that I 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, I believe that the information contained in this report is true and correct to the best of my knowledge.

**AUDITOR**, TREASURER,  
ACCOUNTING PROFESSIONAL or  
PREPARER (Printed Name):

TITLE:

SIGNATURE:

DATE:

Michael Navarro  
County Auditor  
10/17/14

**AGENCY HEAD CERTIFICATION**

I swear or affirm, under penalty of perjury, that I 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. I further swear or affirm that, to the best of my knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

AGENCY HEAD (Printed Name): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**RETURN COMPLETED FORM TO:** Office of the Attorney General  
Criminal Prosecutions Division  
P.O. Box 12548  
Austin, TX 78711-2548  
Attn: Kent Richardson  
(512)463-1591  
Chapter59AuditReport@texasattorneygeneral.gov

**WE CANNOT ACCEPT FAXED OR EMAILED COPIES. PLEASE MAIL THE SIGNED, ORIGINAL DOCUMENT TO OUR OFFICE AT THE ADDRESS ABOVE.**

## LAW ENFORCEMENT AGENCY INSTRUCTIONS

Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.

- I. SEIZED FUNDS PURSUANT TO CHAPTER 59 - Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.**
- A) Beginning Balance:**  
Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period, including interest. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney's account
- B) Seizures During Reporting Period:**  
Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency. (e.g. seizing officer's affidavit)
- B)1** If your agency retains custody of the seized funds in an in-house account/evidence room until a judgment is issued ordering forfeiture of the funds, enter the amount here.
- B)2** If your agency turns its seized funds over to the District Attorney upon seizure and does not keep an in-house account (i.e. an account that your agency controls), enter the amount here.
- C) Interest Earned on Seized Funds During Reporting Period:**  
Enter amount of interest earned on funds in your agency's seizure account during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account
- D) Amount Returned to Defendants/Respondents**  
If you returned seized funds to the Defendant(s) enter that amount here. If you turn your funds over to the District Attorney prior to judgment, this should be 0.
- E) Amount Transferred to Forfeiture Account:**  
Include all amounts in your agency's possession forfeited during the reporting period and transferred to your forfeiture account. Do not include funds that are in an account held by another agency, e.g. the District Attorney's account
- F) Other Reconciliation Items:**  
Use this line for situations where the agency's handling of funds differs causing accounts to remain unbalanced. Enter reconciliation amount here as a positive or negative amount (as appropriate). Please explain on a separate sheet and attach.
- G) Ending Balance:**  
Include total amount of seized funds on hand (in your agency's possession) at end of reporting period. Do not include funds that are in an account held by another agency, e.g. the District Attorney's account. Add lines A, B(1), C and F, subtract lines D and E, put total in line G.
- II. FORFEITED FUNDS AND OTHER COURT AWARDS PURSUANT TO CHAPTER 59- Funds awarded to your agency by the judicial system and which are available to spend.**
- A) Beginning Balance:**  
Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.
- B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period:**  
Do not include amounts forfeited but not yet received by your agency, interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.
- C) Interest Earned on Forfeited Funds During Reporting Period :**  
Include only the amount of interest earned on funds in your agency's forfeiture account or interest earned on funds derived from the sale of forfeited property during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account
- D) Amount Awarded Pursuant to 59.022 (f)(1):**  
Award by the court which involves costs incurred in investigating and identifying the location of the contraband, including discovery costs, reasonable attorney's fees, expert fees, other professional fees incurred by the attorney, and travel expenses.
- E) Amount Awarded Pursuant to 59.023(a):**  
Proceeds that are gained from the commission of an offense listed in Article 59.01(2)(A) or (B).
- F) Proceeds Received by Your Agency From Sale of Forfeited Property:**  
Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.
- G) Amount Returned to Crime Victims:**  
Example theft, misapplication of fiduciary property.
- H) Other Reconciliation Items**  
Use this line for situations where the agency's handling of funds differs causing accounts to remain unbalanced. Enter reconciliation amount here as a positive or negative amount (as appropriate). Please explain on a separate sheet and attach.
- I) Total Expenditures of Forfeited Funds During Reporting Period:**  
Enter Total from Section VI. N).
- J) Ending Balance:**  
Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account

or in your agency's possession) at the end of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency. Add lines A, B, C, D, E, F and H, subtract lines G, and I, place total in line J.

**III. OTHER PROPERTY**

List the number of items seized for each category. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

**IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY**

Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

- A) Motor Vehicles - number of vehicles, not a currency amount
- B) Real Property - number of separate parcels of property, not a currency amount
- C) Computers - number of computers, not a currency amount
- D) Firearms - the number of firearms, not a currency amount
- E) Other - the number of items, not a currency amount

**V. FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY**

Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

- A) Motor Vehicles - number of vehicles, not a currency amount
- B) Real Property - number of separate parcels of property, not a currency amount
- C) Computers - number of computers, not a currency amount
- D) Firearms - the number of firearms, not a currency amount
- E) Other - the number of items, not a currency amount

**VI. EXPENDITURES**

This category is for Chapter 59 expenditures SOLELY for law enforcement purposes - not for expenditures made pursuant to your general budget. List the total amount expended for each of the categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

**BOTH CERTIFICATIONS MUST BE COMPLETED. THE CHAPTER 59 FORM WILL BE RETURNED TO YOU AND WILL NOT BE CONSIDERED RECEIVED UNTIL BOTH CERTIFICATIONS ARE SIGNED APPROPRIATELY.**

**WE MUST HAVE THE ORIGINAL, SIGNED DOCUMENT.**

**WE CANNOT ACCEPT FAXED OR EMAILED COPIES. RETURN THE SIGNED, ORIGINAL DOCUMENT TO:**

Office of the Attorney General  
Criminal Prosecutions Division  
P.O. Box 12548  
Austin, TX 78711-2548  
Attn: Kent Richardson  
(512)463-1591  
Chapter59AuditReport@texasattorneygeneral.gov

## FREQUENTLY ASKED QUESTIONS

### WHO IS REQUIRED TO FILL OUT THIS FORM?

Any agency that has the authority to receive property forfeited under Chapter 59 of the Code of Criminal Procedure or has the authority to hire peace officers is required to fill out this form and return to the Office of the Attorney General (OAG). This includes but is not limited to:

- |                                    |  |
|------------------------------------|--|
| 1) Airport Police                  | 9) Police Departments                        |
| 2) City Attorney*                  | 10) Public Universities and Junior Colleges  |
| 3) City Marshal                    | 11) School Districts with Police Departments |
| 4) Constables                      | 12) Sheriff Departments                      |
| 5) County Attorney                 | 13) State Agencies                           |
| 6) District Attorneys              | 14) Task Forces                              |
| 7) Fire Departments / Fire Marshal | 15) Water Districts                          |
| 8) Hospital Districts              |  |

\* City attorneys are only required to fill out this form if their city has a population over 250,000.

### WHO IS REQUIRED TO PERFORM THE AUDIT?

If an agency is governed by a Commissioner's Court or City Council, the Commissioners Court or City Council is required to perform the audit pursuant to Art. 59.06(g)(1) of the Code of Criminal Procedure. For attorneys representing the state, this means that the Commissioners Court shall perform the audit (in a multi-county district, all commissioners courts in the district shall perform the audit).

### MY AGENCY IS REQUIRED TO FILL OUT THE FORM, BUT DOESN'T SEIZE ANY ASSETS - WHAT DO I DO?

You may use the Chapter 59.069(1) Certification (available on our website) or simply fill out the form with zeros, sign, and return to the OAG.

### WHEN IS THE REPORT DUE?

Per the statute the report is due 60 days after the end of the agency's fiscal year except for District Attorneys. District Attorney reports are due 60 days after the end of the state fiscal year (08/31). The OAG may give one fifteen day extension.

### WHAT TYPE OF SEIZURES AND EXPENDITURES TO REPORT:

You are only required to report those seizures made pursuant to Chapter 59 of the Code of Criminal Procedure. You are only required to report those expenditures made out of funds forfeited pursuant to Chapter 59. You do not report federal seizures on this form.

### WHAT IF I HAVE CONFIDENTIAL EXPENDITURES THAT MIGHT COMPROMISE INVESTIGATIONS IF DETAILED IN THE REPORT?

If breaking out confidential informant payments and buy money as shown on the form might compromise investigations, please fill out only the Total Investigative Costs line and attach an explanation of the reasons for this to the report.



**LAW ENFORCEMENT AGENCY (LEA)  
APPLICATION FOR PARTICIPATION**

\*This application must be updated and resubmitted within 30 days of any changes or on an annual basis

NEW  UPDATE  SCREENER ID (Update Only): \_\_\_\_\_

AGENCY: Ellis County Sheriff's Office

PHYSICAL ADDRESS (No P.O. Box): 300 S. Jackson

MAILING ADDRESS (If different than above): \_\_\_\_\_

CITY: Waxahachie STATE: Texas

ZIP: 75165 EMAIL: chuck.laubach@co.ellis.tx.us

PHONE: 972-825-4921 FAX: 972-825-4927

**NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY**

FULL-TIME: 81 PART-TIME: 5 RESERVE: \_\_\_\_\_

**SCREENER(S) POC: MUST HAVE AT LEAST ONE**

\*MAIN POC: Designated POC for calls and emails on 1033 Program requests and property pickup

SCREENER/MAIN POC: Brad Norman: 972-825-4911 brad.norman@co.ellis.tx.us

SCREENER/POC #2: Chuck Laubach: 972-825-4921 chuck.laubach@co.ellis.tx.us

SCREENER/POC #3: James Saulter: 972-825-4953 james.saulter@co.ellis.tx.us

SCREENER/POC #4: Alex Zurfas: 972-937-6060 alex.zurfas@co.ellis.tx.us

WEAPON POC (Optional): Mike McKenna: 972-825-4948 mike.mckenna@co.ellis.tx.us

AIRCRAFT POC (Optional): Chuck Laubach: 972-825-4921 chuck.laubach@co.ellis.tx.us

**INVENTORY CHECK**

Does the Agency currently have any equipment from the 1208/1033 Program? YES  NO

WEAPONS YES  NO  AIRCRAFT YES  NO  WATERCRAFT YES  NO

TACTICAL VEHICLES YES  NO  OTHER CONTROLLED PROPERTY YES  NO  DDMIL A (LESS THAN A YEAR OLD) YES  NO

\*By signing this application, the Chief Executive Official/Head of Agency (Local Field Office) is aware of 1208/1033 Property currently in the possession of their department.

\*Upon acceptance into the 1033 Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all 1033 Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate.

CHIEF EXECUTIVE OFFICIAL/ HEAD OF LOCAL AGENCY: Johnny D. Brown DATE: \_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

STATE COORDINATOR: Skylor Hearn DATE: \_\_\_\_\_  
(NOT REQUIRED FOR FEDERAL.) PRINTED NAME

\_\_\_\_\_  
SIGNATURE



**TEXAS 1033 SURPLUS PROPERTY PROGRAM  
SUPPLEMENTAL DATA SHEET**

Date: 11-24-14

Agency: Ellis County Sheriff's Office

Phone: (972)937-6060 Alternate Phone: (972)825-4902

Fax: (972)8254927

Website (if applicable): http://elliscountysheriff.com/

Screeners #1: Captain / Brad Norman / brad.norman@co.ellis.tx.us  
RANK / NAME / E-MAIL ADDRESS

Screeners #2: Captain / Chuck Laubach / chuck.laubach@co.ellis.tx.us  
RANK / NAME / E-MAIL ADDRESS

Screeners #3: Lieutenant / James Sautler/ james.sautler@co.ellis.tx.us  
RANK / NAME / E-MAIL ADDRESS

Screeners #4: Lieutenant / Alex Zurfas / alex.zurfas@co.ellis.tx.us  
RANK / NAME / E-MAIL ADDRESS

Weapons Officer: Sergeant / Mike McKenna / mike.mckenna@co.ellis.tx.us  
RANK / NAME / E-MAIL ADDRESS

**AGENCY CHIEF EXECUTIVE OFFICIAL<sup>1</sup>**

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

Name: Johnny D. Brown

Title: Sheriff

Email: johnny.brown@co.ellis.tx.us

**AUTHORIZED OFFICIAL<sup>2</sup>**

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

Name: Carol Bush

Title: County Judge

Email: countyjudge@co.ellis.tx.us

<sup>1</sup> Agency Chief Executive Official – Chief of Police or County Sheriff.

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



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

AGENCY: Ellis County Sheriff's Office Waxahachie, 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 Department of Public Safety to provide appropriate or adequate training to any person using the Transferred Property.

The Department of Defense, the State of Texas nor the Texas Department of Public Safety 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, subject to the appropriation of sufficient funds, to be solely responsible for any and all suits, actions, demands or claims of any nature arising for its 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 Department of Public Safety 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 Coordinators 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 the sole responsibility 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 weapon 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 OFFICIAL (1):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Johnny D. Brown / Sheriff

Name/Title

AUTHORIZED OFFICIAL (2):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Carol Bush / County Judge

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 machine gun 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 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

**STATE PLAN OF OPERATION BETWEEN**  
**THE STATE OF TEXAS**  
**AND THE**  
Ellis County Sheriff's Office

**I. PURPOSE**

This State Plan of Operation (SPO) is entered into between the State of Texas and the Ellis County Sheriff's Office, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property which is transferred pursuant to Title 10 USC § 2576a and to promote the efficient and expeditious transfer of the property and to ensure accountability of the same.

**II. AUTHORITY**

The Secretary of Defense is authorized by Title 10 USC § 2576a to transfer to Federal and State Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with emphasis on counter-drug/counter-terrorism activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the DLA in determining whether property is suitable for use by agencies in law enforcement activities. DLA 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 powers of arrest and apprehension.

**III. GENERAL TERMS AND CONDITIONS**

A. Operational Authority.

The Governor of the State of Texas has designated in writing with an effective date of August 8, 2011 to implement this program statewide as well as conduct management and oversight of this program. Funding to administer this program is provided by the Texas Department of Public Safety. The funding is used to administer the program and to provide support and assistance to the Law Enforcement Agencies (LEAs), via computer/telephone assistance and occasional physical visits to the LEAs. The facilities, staffing to provide the support to the LEAs within the State of Texas are as follows:

State Coordinator (SC): Skylor Hearn

(if appointed) State Point of Contact (SPOC): Rolando Avala

(if appointed) State Point of Contact (SPOC): Laurie Patterson

(if appointed) State Point of Contact (SPOC): \_\_\_\_\_

The State Coordinator contact information is:

Agency Address/Location: 5805 North Lamar Boulevard, Austin, Texas 78773

EMAIL/Contact Phone Numbers: Texas1033program@dps.texas.gov 512-424-7590

Fax Number: 512-424-7591

Hours of Operation: Monday-Friday, 7:30 am - 4:30 pm

The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for conditional transfer to law enforcement activities.

B. This agreement creates no entitlement to the LEA to receive excess DOD personal property.

C. Property available under this agreement is for the current use of authorized program participants; it will not be requested nor issued for speculative use/possible future use. Property will not be obtained for the purpose of sale, lease, loan, personal use, rent, exchange, barter, to secure a loan, or to otherwise supplement normal LEA or State/local governmental entities budgets. All requests for property will be based on bona fide law enforcement requirements. Under no circumstances will property be sold or otherwise transferred to non-U.S. persons or exported. Loaning to non-participants of the DLA LESO Program is not authorized.

D. Requests for property solely for the purpose of cannibalization, and cannibalization of DOD property currently on an LEA inventory, must be submitted in writing thru the State Coordinators office to DLA Disposition Services LESO for approval. The DLA Disposition Services LESO will consider cannibalization requests on a case-by-case basis. Any transportation, repair, maintenance, insurance, disposal or other expenses associated with these assets is the sole responsibility of the LEA.

E. The DLA Disposition Services LESO reserves the right to recall any and all property issued through the LESO Program.

F. The DLA Disposition Services LESO conditionally transfers excess DOD property to States/LEAs enrolled in the LESO Program. DLA Disposition Services LESO retains permanent title to property with Demilitarization (DEMIL) Codes of B, C, D, E, F, G and Q (with an Integrity Code of 3), property with these DEMIL codes is also known as controlled property. Once the State/LEA no longer have use for property in these DEMIL codes the property must either be transferred to another LEA with State approval first or returned to DLA Disposition Services for disposal.

G. The DLA Disposition Services LESO permanently passes title to property with DEMIL Codes of “A” and “Q” (with an Integrity Code of “6”) to the State/LEA after one year from the initial transfer to the State/LEAs property book from the DLA Disposition Services inventory.

1. Property with DEMIL Codes of “A” and “Q” (with Integrity Code of 6) will be systematically archived upon meeting the one year mark and will no longer be on the LEAs inventory. Prior to this property being archived, the State and/or LEAs are still responsible for the accountability and physical control of the item (s).
2. Archived property is not subject to annual inventory requirements, and will not be inventoried during State or DLA Disposition Services LESO Program Compliance Review (PCR).
3. The State and/or LEA may dispose or sell DEMIL “A” and “Q” (with Integrity Code of 6) items that have been archived from the property book, in accordance with applicable Federal, State and local laws.

H. State and LEAs are not authorized to transfer or turn-in property issued under the LESO Program without State and DLA Disposition Services LESO approval. Property will not physically move until the approval process is complete.

I. Property obtained under this SPO must be placed into use within one (1) year of receipt, unless the condition of the property renders it unusable, in which case the property can be returned to the nearest DLA Disposition Services Site. If property is not put into use by the LEA within one (1) year, the State/LEA must coordinate a transfer of property to another LEA or request a turn-in to return the property to the nearest DLA Disposition Services Site.

#### IV. ENROLLMENT

A. For the purposes of this program, law enforcement activities are defined as Government agencies whose primary function is the enforcement of applicable Federal, State, Local laws, and whose compensated officers have powers of arrest and apprehension.

B. The State and LEA’s shall:

1. LEA submits the Application for Participation to the State Coordinator for their approval.
2. Ensure only authorized LEA applications for LESO Program enrollment are submitted.
3. Approve/disapprove applicants in the LESO Program. The State Coordinator will only certify LEAs that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension.
4. Ensure LEAs enrolled in the LESO Program update their account information annually

in the current property accounting system. Annual update is defined as 365 days from initial date of enrollment and/or last update.

5. Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment.

**C. State Required Compliance Criteria:**

1. If the Application for Participation is approved by the State Coordinator, it will be forwarded to LESO. If approved by LESO, the State Coordinator's office will then provide the LEA with instructions for registering in both electronic systems used for screening, requisitions, and inventory management. Once approved for participation in the program, the LEA shall submit an updated application packet to the State Coordinator no later than January 31 each year or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.
2. Identification/Acquisition/Transportation of Property – Property may be identified electronically through the Reutilization Transfer Donation (RTD) website. Once identified, the LEA shall submit an electronic requisition through the RTD website. The State Coordinator shall approve/disapprove the request. Approved requests are sent to the LESO. LESO approved requests are routed to the Enterprise Business Solutions (EBS) or the "system". If the EBS approves, the LEA has fourteen (14) calendar days to make arrangements with the DLA site for removal of the property. It is the responsibility of the LEA to transport requested property from the DLA site to their location. DLA will not fund the transportation cost.
3. LEA Transfer of Responsibility – Program property is assigned to the LEA. A change in the Chief Executive Official (CEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property. If the new CEO does not wish to be responsible for existing property, they shall notify the State Coordinator's office in writing that they wish to return equipment to the nearest Disposition Center or transfer it to a qualifying LEA. The LEA remains responsible for existing property until the property is officially transferred or returned.

**V. ANNUAL INVENTORY REQUIREMENT**

A. Per the DLA Memorandum of Agreement (MOA) between DLA and the State, it is required to conduct an annual inventory certification of controlled property.

B. The State and LEA's shall:

1. Receive and validate incoming certified inventories and reconcile inventories with the LEA.
2. Ensure the LEAs provide serial numbers identified in annual inventory process for

inclusion in the DLA Disposition Services property accounting system, for Aircraft, Watercraft, Tactical Vehicles and Weapons and other unique items, as required.

3. Send confirmation, to the State Coordinator, when the LEAs inventory is reconciled in the DLA Disposition Services LESO property accounting system. This will serve as the State's confirmation that LESO Program controlled property within his/her State has been reconciled in the accounting system of record.

4. The State may suspend/terminate an LEA, as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

a. The LEA will complete inventories for their agency by January 31<sup>st</sup> of each year. The Fiscal Year (FY) is defined as October 1<sup>st</sup> through September 30<sup>th</sup> of each year. This provides the LEAs four months to physically inventory LESO Program property in their possession, and submit their certified inventories to their State Coordinators.

b. In addition to the certifying inventories, the State requires photographs for all Aircraft, Watercraft, Tactical Vehicles, NVGs and Weapons received through the LESO Program.

(1) The State requires front, side and data plate photos for Aircraft, Watercraft, Tactical Vehicles and other unique items as required that are received through the LESO Program.

(2) The State requires submission of serial number photos for each Aircraft, Watercraft, Tactical Vehicles, NVGs, Weapons and other unique items as required that are received through the LESO Program.

c. LEAs that fail to comply with the inventory by January 31<sup>st</sup> may be suspended/terminated from operations within the LESO Program. Further failure to submit the inventory may result in a LEA termination.

d. Validate the accountability of all High Profile (Aircraft, Watercraft, Tactical Vehicles, NVGs and Weapons), High Awareness (Demilitarization required) property with each LEA following a domestic disaster within 60 days by having them conduct a physical inventory.

e. The LEA is aware that High Profile Commodities (Aircraft, Watercraft, Tactical Vehicles, NVGs and Weapons), High Awareness (Demilitarization required) property is subject to additional controls.

## VI. PROGRAM COMPLIANCE REVIEWS

A. The State of Texas in accordance with the DLA Disposition Services Memorandum of Agreement is subject to Biannual Program Compliance Reviews. This review includes Law Enforcement Agencies that have DLA LESO issued property in their possession. Law Enforcement Agencies that may be selected by the DLA LESO will be subject to a DLA LESO

Property and documentation review. As a participant in the DLA LESO Program your Law Enforcement Agency may be subject to selection in these reviews. In addition to this requirement, the State will conduct annual internal 5% Program Compliance Reviews of LEAs participating in the LESO program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. Results of internal PCRs in terms of LEA non-compliance with terms and conditions of the LESO Program will be kept on-file at the State Coordinator's Office.

1. The State internal review will include, at minimum:

- (a) A review of each selected LEAs LESO Program files.
- (b) A review of the signed State Plan of Operation.
- (c) A review of the LEA application and screener(s) letter.
- (d) A physical inventory and/or approved custody card verification of LESO Program property at each selected LEA.
- (e) A review of property accountability procedures to include the following criteria;

- 1. The proper security and storage of assets. (Secure controlled area with limited access).
- 2. Asset tracking and sign out procedures in place for LESO assets.
- 3. Prior approval of any transfer of high visibility assets.
- 4. Reporting of all lost, missing or stolen assets.
- 5. Identification of all unused property\*\*

\*\*The State and/or LEA will bear all expenses related to the repossession, transfer or turn-in of LESO Program property to a different LEA or the nearest DLA Disposition Service site.

- (f) A specific review of each selected LEAs files for the following: DD Form 1348-1A for each item currently on inventory, weapons documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any) and other pertinent documentation as required.

## **VII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY**

A. All property missing, lost, stolen, damaged, or destroyed must be reported to the State and DLA Disposition Services LESO.

- 1. Excess DOD personal property with a Demilitarization Code of B, C, D, E, F, G and Q (with an Integrity Code of 3) must be reported to the State and DLA Disposition Services LESO within

twenty-four (24) hours.

2. Excess DOD personal property with a Demilitarization Code of A or Q (with an Integrity Code of 6) must be reported to the State and DLA Disposition Services LESO within seven (7) days.

3. All reports are subject to the DLA Office of the Inspector General (OIG) inspection.

B. The DLA Disposition Services LESO may grant extensions to the reporting requirements listed above, on a case by case basis.

## VIII. AIRCRAFT AND WEAPONS

A. Aircraft (fixed wing and rotary wing), may be transferred to the LEA for its use in law enforcement activities. The State Plan of Operation must ensure that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.

Additionally, the following conditions apply:

Aircraft acquired *prior to* September 30, 1996, under the 1208 Program *were* considered "1208 Aircraft". Public Law 104-201, Section 1033 (b) (1) repealed all Section 1208. Therefore, all aircraft and/or aircraft parts are considered LESO Program aircraft and/or aircraft parts as of September 30, 1996. [As repealed by Pub. L. 104-201 Sec. 1033 (b) (1)]. Sale, trade or transfer of aircraft and/or aircraft parts (acquired prior to September 30, 1996) may be authorized by the DLA Disposition Services LESO, on a case by case basis. The DLA Disposition Services LESO reserves the right to approve or deny requests for sale, trade or transfer of all LESO Program aircraft and/or aircraft parts, regardless of when the aircraft was originally acquired.

B. Law Enforcement Agencies no longer requiring LESO Program weapons must request authorization to transfer or return weapons. Transfers and turn-ins of weapons must be approved by the State Coordinator and the DLA Disposition Services LESO. Weapons will not physically move until the approval process is complete. Weapons that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he/she has received the appropriate weapon(s) with the correct, specific serial number(s).

## IX. RECORDS MANAGEMENT

A. State Coordinator and LEAs enrolled in the LESO Program, must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the properties DEMIL codes. All documents concerning a property record must be retained.

1. Property records for items with DEMIL codes of A and Q (with a DEMIL Integrity code of 6) must be retained for two calendar years (CY) from approval date and then may be destroyed.

2. Property records for items with DEMIL codes of B, C, D, E, F, G and Q (with a DEMIL Integrity code of 3) must be retained for 5 years or for the life span of the property, whichever is longer.
3. Environmental Property records must be retained for fifty years, regardless of DEMIL code (Chemicals, Batteries, Hazardous Material/Hazardous Waste).
4. LESO Program files must be segregated from all other records.
5. All property records must be filed, retained, and destroyed in accordance with the DLA Records Schedule. These records include, but are not limited to the following: DRMS Form 103, DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

## **X. PROPERTY ALLOCATION**

### **A. The State and LEA's shall:**

1. Ensure LEAs submit appropriate justifications when requesting excess DOD property via the LESO Program, and will ensure LESO Program property will be used for law enforcement purposes only.
2. Access the DLA Disposition Services LESO Website on a weekly basis for timely and accurate guidance, information and links concerning the LESO Program and ensure that all relevant information is passed on to participating LEAs.
3. Encourage and assist the Law Enforcement Agencies in the use of electronic screening of property via the DLA Disposition Services Reutilization, Transfer and Donation (RTD) Web.
4. Upon receipt of a valid LEA request for property, submit requests that ensure fair and equitable distribution of property to the greatest extent possible based on current LEA inventory and LEA justification for property. Generally no more than one of any item per officer will be allocated.
5. Maintain access to the DLA Disposition Services RTD Website to approve/ disapprove transfers, turn-ins and disposal requests from an LEA or to generate these requests at the State level and forward all approvals to the DLA Disposition Services LESO for action.
6. Assist the LEAs with enrollment, property request, transfer, turn-in and disposal procedures.
7. Review property requests in the DLA Disposition Services RTD Website and property receipts and conduct monthly reconciliations of property records.

8. Access the DLA Disposition Services RTD Web at a minimum of once daily (Monday thru Friday) to process LEAs requests for excess DOD property.

## **XI. PROGRAM SUSPENSION & TERMINATION**

- A. The LEA is required to abide by the terms and conditions of the State Plan of Operation in order to maintain active status.
- B. The State and/or DLA LESO shall suspend or terminate an LEA:
  1. Suspend LEAs in all situations relating to the suspected or actual abuse of LESO Program property or requirements and/or repeated failure to meet the terms and conditions of the SPO. Suspension may lead to TERMINATION.
  2. Suspend or terminate an LEA(s) and/or LEA POC(s) based upon their findings during internal program compliance reviews and/or spot checks at the State level.
  3. Require the LEAs to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and DLA Disposition Services LESO upon receipt.
  4. Initiate corrective action to rectify suspensions and/or terminations placed upon the LEAs for failure to meet the terms and conditions of the LESO Program.
  5. The State Coordinator will maintain contact (until resolved) with suspended LEA(s) within his/her State to ensure corrective actions are rectified by timeframe provided by the DLA Disposition Services LESO.
  6. Provide documentation to the State and DLA Disposition Services LESO when actionable items are rectified by the LEA.
  7. In the event of a LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an authorized LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services Site.
  8. In cases relating to an LEA termination, the LEA will have 60 days to complete the transfer or turn-in of all LESO Program property in their possession.
  9. Request reinstatement via the State Coordinator or SPOC(s) to full participation status at the conclusion of a suspension period.
  10. The DLA Disposition Services LESO Program Manager has final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.

## **XII. COSTS & FEES**

A. All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program, is the sole responsibility of the LEA.

## **XIII. NOTICES**

A. The State or DLA Disposition Services LESO, may, from time to time, propose modifications or amendments to the provisions of this SPO. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator or LEA to conform changes affecting their operations.

## **XIV. ANTI-DISCRIMINATION**

A. By signing this SPO or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

1. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.
2. On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.
3. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 U.S.C. 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the LEA.

## **XV. INDEMNIFICATION CLAUSE**

A. To the extent permitted by law, the State Coordinator/LEA shall indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while in, upon or about the sale site and/or the site on which the property is located, or while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from U.S. Government control. The State will maintain or assure that the LEA maintains adequate insurance to cover damages or injuries to persons or property relating to the use of the property. Self-insurance by the State/LEA is considered

acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of the property.

**XVI. TERMINATION**

A. This State Plan of Operation may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned Chief Executive Official for the LEA hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

**XVII. IN WITNESS THEREOF**, the parties hereto have executed this agreement as of the last date written below.

Ellis County Sheriff's Office  
Agency Name

Johnny D. Brown / Sheriff  
Type/Print Chief Executive Official Name

\_\_\_\_\_  
Chief Executive Official Signature

Skylor Hearn

\_\_\_\_\_  
Type/Print State Coordinator

\_\_\_\_\_  
State Coordinator Signature

\_\_\_\_\_  
Date (MM/DD/YYYY)

\_\_\_\_\_  
Date (MM/DD/YYYY)

## XVIII. Addendum

A. As of July 1, 2014, the DLA LESO has implemented policy and procedural changes which place additional controls on certain excess DOD property with Demilitarization codes of Q (with an Integrity Code of 6). These items will be subsequently referred to as, "National Security Exemption (NSE) restricted DEMIL Q6 items". Section III-General Terms and Conditions, § G-H, has been amended via Section XVIII-Addendum, to reflect the additional controls placed on these items.

1. The DLA LESO will maintain a list of National Security Exemption (NSE) restricted DEMIL Q6 items, by National Stock Numbers (NSN), which will be treated as controlled property.
2. All items falling into this category that were acquired with an MRO/Ship date after July 1, 2013, will be treated as controlled property, and will *not* be systematically archived from the DLA LESO inventory. Law Enforcement Agencies are not authorized to sell NSE restricted Q6 items.
3. When an NSE restricted DEMIL Q6 item is no longer needed by a Law Enforcement Agency, the item must be turned back into a DLA Disposition Services location or transferred to another participating Law Enforcement Agency within the DLA LESO.
4. For Annual Inventory purposes, Law Enforcement Agencies who obtain or have obtained NSE restricted DEMIL Q6 items after July 1, 2013, must now provide Serial numbers for these items. In addition, photographs of these items may also be required, if the item falls into a Federal Supply Group (FSG) of 10, 15, 19 or 23.
5. Law Enforcement Agencies may request to sell items with a DEMIL Code of Q (with an Integrity Code of 6), which *do not* fall into the category of NSE restricted items, but must gain State Coordinator and DLA LESO approval, *prior to* the actual sale of such items. These items will *not* be systematically archived from the DLA LESO inventory.
6. Only excess property with a DEMIL Code of A will continue to systematically archive from the DLA LESO inventory one year from MRO/Ship date. Title for items in this category will continue to pass to the LEA.

The aforementioned changes to the State Plan of Operation (SPO) are acknowledged and accepted by the following individuals:

Johnny D. Brown / Sheriff

Type/Print Chief Executive Official Name

\_\_\_\_\_  
Chief Executive Official Signature

\_\_\_\_\_  
Date (MM/DD/YYYY)

SKYLOR HEARN

Type/Print State Coordinator Name

\_\_\_\_\_  
State Coordinator Signature

\_\_\_\_\_  
Date (MM/DD/YYYY)