

STATE OF TEXAS

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**INTERLOCAL AGREEMENT BETWEEN
BEXAR COUNTY CRIMINAL DISTRICT
ATTORNEY AND CITY OF SAN
ANTONIO FOR CONTRABAND
FORFEITURES**

COUNTY OF BEXAR

This Interlocal Agreement (“Agreement”) is entered into by and between the Bexar County Criminal District Attorney and the City of San Antonio, a home rule municipal corporation of the State of Texas, acting on behalf of the San Antonio Police Department, pursuant to authorization granted in Chapter 791 of the Government Code (“the Interlocal Cooperation Act”).

WITNESSETH

WHEREAS, the San Antonio Police Department (“SAPD”) is a major law enforcement agency in Bexar County, Texas; and

WHEREAS, the Bexar County Criminal District Attorney (“PROSECUTOR”) is charged with representing the State of Texas in criminal matters before the Courts of Bexar County; and

WHEREAS, both SAPD and PROSECUTOR depend on forfeited property and money pursuant to Chapter 59 of the Code of Criminal Procedure (C.C.P.) to assist in the investigation of the criminal laws of this State; and

WHEREAS, it is the desire of both SAPD and PROSECUTOR not to supplant but to supplement existing programs; and

WHEREAS, it is in the best interest of the community that both parties work with each other in the seizure and forfeiture of property secured pursuant to Chapter 59 C.C.P.

NOW THEREFORE, the parties hereby agree as follows:

ARTICLE I

PURPOSE

- 1.01 The purpose of this Agreement is to determine the equitable distribution of money and property forfeited pursuant to Chapter 59 C.C.P. from seizures submitted by SAPD other than gambling property and gambling proceeds which is addressed in a separate interlocal agreement between the parties.

ARTICLE II

TERM

- 2.01 The term of this Agreement will commence on April 1, 2014 and end on March 30, 2019.
- 2.02 This Agreement covers all money and property seized by SAPD and submitted to PROSECUTOR for forfeiture action in accordance with Chapter 59 C.C.P. including that, which is:
- currently in the possession of SAPD and already forfeited to SAPD or the State;
currently in the possession of SAPD for which forfeiture proceedings are
currently pending or anticipated to be filed; and
seized by SAPD and subject to forfeiture during the term of this Agreement.
- 2.03 This Agreement covers all SAPD seizures currently pending as well as all other SAPD forfeiture cases submitted to PROSECUTOR during the term of this Agreement regardless of whether the forfeiture cases have been resolved prior to the date on which the Agreement terminates.
- 2.04 This Agreement specifically excludes any money or property seized by SAPD dealing with the forfeiture of proceeds derived from items believed to be gambling paraphernalia, devices, equipment, and other property, whether personal, mixed or real (gambling property) and proceeds and cash (proceeds) submitted to PROSECUTOR for forfeiture proceedings. A separate interlocal agreement between SAPD and PROSECUTOR covers those forfeiture actions.
- 2.05 Either party may terminate this Agreement by giving thirty (30) days advance written notice to the other party.

ARTICLE III

DISPOSITION OF FORFEITURE SEIZURES

- 3.01 PROSECUTOR agrees to use its best efforts in the use of its personnel to forfeit money and property seized by SAPD.
- 3.02 SAPD shall endeavor to have all money seized by SAPD deposited in the Prosecutor's Forfeiture Trust Fund as soon as possible, but in no event later than fifteen (15) days after seizure.
- 3.03 All property including vehicles, other than money seized by SAPD, shall be held, maintained, and preserved by SAPD until final disposition. Upon final determination that the property is subject to forfeiture, and provided that the court order or judgment reflects that the forfeited property be distributed to SAPD or the State of Texas, SAPD shall use its best efforts to dispose of said property by sale or other means. As the filing agency,

SAPD will be the only agency to divide the seizure with PROSECUTOR regardless of whether another agency assisted SAPD. Should SAPD choose to divide its allocation of the seizure with another agency, it shall be SAPD's responsibility to do so out of SAPD's share.

- 3.04 SAPD and PROSECUTOR may agree that forfeitures of money and property be shared with other law enforcement agencies due to the existence of special circumstances, such as assistance by other law enforcement agencies, in certain seizures. Under those circumstances, the PROSECUTOR, SAPD, and the other law enforcement agency(ies) may agree to allocate money and property in accordance with a written agreement among the PROSECUTOR, SAPD, and the other law enforcement agency(s), to be negotiated on a case-by-case basis.
- 3.05 SAPD and PROSECUTOR may agree that the percentages of proceeds attributable to forfeitures of money and property be increased for PROSECUTOR, above the percentages allocated below, due to an original investigation initiated by PROSECUTOR with a higher level of participation in a particular case. In those special circumstances, the PROSECUTOR and SAPD may agree to allocate money and property in accordance with a written agreement between the PROSECUTOR and SAPD to be negotiated on a case-by-case basis.
- 3.06 Forfeited money (i.e., cash, securities, negotiable instruments, stocks and bonds) shall be allocated as follows:
- Seventy percent (70%) to SAPD; and
 - Thirty percent (30%) to PROSECUTOR.
- 3.07 Net proceeds from the disposition of forfeited property, other cash proceeds, shall be allocated as follows:
- Seventy percent (70%) to SAPD; and
 - Thirty percent (30%) to PROSECUTOR.

For all forfeitures of money (3.06) and property, (3.07), certain expenses shall be deducted from the gross amount of money and proceeds of sale prior to the allocation of money and property between the parties. When applicable, these expenses include: court costs, citations by publication, ad litem fees, court reporter/transcript fees, auction fees (commission to auctioneer, law enforcement overtime for working the auction, and advertising fees for auction), storage costs, disposal costs, and liens when property is to be sold pursuant to 3.07. However, if a lien is filed on the property and the property is going to be placed into service, the party taking possession of the property will bear the cost of the lien.

- 3.08 On property seized other than money, PROSECUTOR may endeavor to negotiate a cash settlement in lieu of forfeiture of the property. Any money received in this manner shall be divided between SAPD and PROSECUTOR as provided in Section 3.06 above. If

SAPD desires to have seized property, other than money forfeited to SAPD for their official use, SAPD shall notify PROSECUTOR of this fact. If SAPD fails to use the forfeited property, namely vehicles, more than two (2) years from the date of the final determination of forfeiture, and the property is subsequently sold, the net proceeds shall be distributed as provided in Section 3.07 above.

- 3.09 Notwithstanding the provisions of Sections 3.06 and 3.07 above, PROSECUTOR may have an interest in converting certain seized property, other than cash proceeds, for PROSECUTOR's official use. If PROSECUTOR desires to have any such property forfeited to PROSECUTOR's office, PROSECUTOR shall make this request to SAPD prior to the forfeiture of the property. SAPD shall endeavor to comply with the request, when feasible, if SAPD does not intend to use the property for its official purposes. If PROSECUTOR fails to use the forfeited property, namely vehicles, more than two (2) years from the date of the final determination of forfeiture, and the property is subsequently sold, the net proceeds shall be distributed as provided in Section 3.07 above.
- 3.10 No provisions of this Agreement shall be construed to prohibit SAPD from submitting seized property for forfeiture through the federal government, when and only when, the case giving rise to the seizure is one in which a federal agency actively participated in the planning and seizure of property subject to forfeiture. In the event that PROSECUTOR or a state judge performs any services related to a seizure that SAPD has submitted to the federal government and SAPD is awarded money and property from the resolution of the federal seizure, the awarded money and property will be distributed pursuant to 3.06 and 3.07. Notwithstanding Section 3.03 above, this provision shall be construed to mean that only the percentages actually received by SAPD shall be divided with PROSECUTOR in accordance with this provision. In the event PROSECUTOR has been individually included in the same distribution of forfeited money and property pursuant to a Form DAG-71 Application for Transfer of Federally Forfeited Property, this provision will not apply to SAPD's awarded share.

ARTICLE IV

BUSINESS RECORDS

- 4.01 The parties hereto agree that during the term of this Agreement and for a three (3) year period thereafter, the parties shall keep and maintain accurate and current records supported by case number, offense, and the date of incident to provide verification of seized funds and equipment, and permit inspection of same by the other party.
- 4.02 SAPD and PROSECUTOR further agree that all expenditures of forfeited property shall comply with Chapter 59 C.C.P., for seizures made on or after October 18, 1989.

ARTICLE V

TEXAS LAW TO APPLY

- 5.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas.

ARTICLE VI

LEGAL CONSTRUCTION

- 6.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VII

AMENDMENT

- 7.01 No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto. The Chief of Police for SAPD shall be the party with the authority to amend this Agreement on behalf of SAPD and the City of San Antonio.

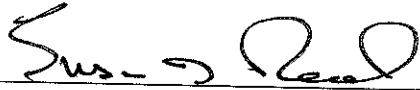
ARTICLE VIII

ENTIRE AGREEMENT

- 8.01 This Agreement is intended as a full and complete expression of, and constitutes the entire Agreement between the parties hereto with respect to, the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are merged and incorporated into this Agreement, and no such oral or written understandings, agreements, promises, representations, terms or conditions not specifically set forth in this Agreement shall be binding upon the parties.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, THIS THE ____ DAY OF _____, 2013.

**BEXAR COUNTY
CRIMINAL DISTRICT ATTORNEY**



SUSAN D. REED
CRIMINAL DISTRICT ATTORNEY
CADENA-REEVES JUSTICE CENTER
300 DOLOROSA, FIFTH FLOOR
SAN ANTONIO, TEXAS 78205-3030

Date: 10/7/13

CITY OF SAN ANTONIO

SHERYL L. SCULLEY
CITY MANAGER
CITY HALL
100 S. FLORES, FIRST FLOOR
SAN ANTONIO, TX 78205

Date: _____

APPROVED AS TO FORM:

MICHAEL BERNARD
CITY ATTORNEY