

LOCAL AGREEMENT

 **COPY**

STATE OF TEXAS

COUNTY OF JOHNSON

This LOCAL AGREEMENT is made and entered into by and between the **CLEBURNE POLICE DEPARTMENT**, which is headquartered in Johnson County, Texas, and which conducts operations in the above-captioned county, hereinafter referred to as CPD, and the District Attorney of Johnson and Somervell Counties, hereinafter referred to as District Attorney.

Pursuant to the provisions of Chapter 59 of the Texas Code of Criminal Procedure pertaining to forfeiture of contraband, and the disposition of forfeited property, the CPD and the District Attorney desire to enter into an agreement regarding the disposition of said forfeited contraband.

This agreement is entered into by and between the respective parties hereto and is predicated upon the mutual consideration of the equitable sharing of forfeited contraband and the proceeds of such forfeited contraband, seized by law enforcement officers pursuant to Chapter 59 of the Texas Code of Criminal Procedure. Therefore, in accordance with article 59.06 of the Texas Code of Criminal Procedure, it is the intention of said parties to enter into an agreement with regard to the disposition of contraband forfeited under Chapter 59 of the Texas Code of Criminal Procedure.

In consideration of the services rendered by the District Attorney for the CPD, associated with and relating to the forfeiture of contraband, it is hereby agreed by and between CPD and the District Attorney that forfeited contraband and the proceeds of forfeited contraband be distributed as follows:

- \* The District Attorney shall receive fifty percent (50%) of all United States Currency forfeited as a result of seizures made by CPD in Johnson County;

- \* The District Attorney shall receive fifty percent (50%) of the final sum received from the sale of real property, personal property, or any other property not otherwise disposed of by this agreement, which is forfeited as a result of seizures made by CPD in Johnson County;

- \* CPD shall receive fifty percent (50%) of all United States Currency forfeited as a result of seizures made by CPD in Johnson County;

- \* CPD shall receive fifty percent (50%) of the final sum received from the sale of real property, personal property, or any other property not otherwise disposed of by this agreement, which is forfeited as a result of seizures made by CPD in Johnson County.

It is specifically agreed by and between the parties that all property disposed of under this agreement shall be used in accordance with the provisions of Article 59.06 of the Texas Code of Criminal Procedure.

It is further specifically agreed by and between the parties that should special circumstances dictate that a percentage other than the one set out in this agreement be awarded to the District Attorney, then, in that event, this agreement may be modified by the consent of both parties, and said agreement shall be reduced to writing.

It is further specifically agreed by and between the parties that the District Attorney will diligently pursue all forfeiture actions which arise for operations initiated and investigated by CPD, and the decision whether contraband is forfeited will be solely within the discretion of the District Attorney.

The parties agree that CPD may deposit the seized United States currency in a special interest bearing account. If the seized United States currency is not placed in an interest bearing account either the District Attorney shall deposit the money with the County Treasurer of Johnson County in a special fund or CPD shall keep the currency separate and not co-mingled with any other currency. Funds shall be withdrawn from either account only upon authorization by the District Attorney who shall distribute the same according to the terms of this agreement and any applicable court order. All contraband which is United States currency and which is seized by CPD shall be delivered to the District Attorney as soon as practical.

All other contraband or the proceeds thereof shall be safely kept by CPD according to the requirements of Chapter 59, supra, and other applicable laws pending final disposition.

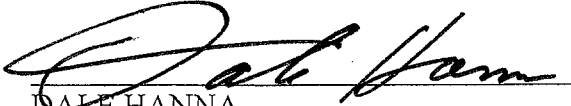
This agreement will be in effect from and after the date of its execution. It is the specific intention of the parties that this agreement shall automatically be renewed on a yearly basis, except in the event that either party shall notify the other within thirty (30) days prior to the date of expiration, that it intends not to renew the agreement. In the event forfeiture proceeding has been commenced prior to the termination date of said agreement or the notification with regard to the same, said forfeiture shall not be affected by the termination of the agreement or the notification of intended termination.

It is the specific intention of the parties that this agreement shall apply to all things forfeited pursuant to Chapter 59 of the Texas Code of Criminal Procedure following the execution date of this agreement. Money and property shall be considered to have been finally forfeited to the State when the forfeiture judgment or judgments have become final. Forfeiture proceedings underway at the time this agreement is made and entered may be covered by this agreement if the parties agree to the same, such determination to be made with respect to each individual case.

All disbursements of forfeited funds shall be made upon final judgment in each individual case, after deducting all reasonable costs associated with the prosecution of

each forfeiture, and after deducting all reasonable costs associated with the maintenance, or sale of said property.

MADE AND ENTERED INT ON THIS THE 27<sup>th</sup> DAY OF October, 2017.



DALE HANNA  
DISTRICT ATTORNEY  
JOHNSON AND SOMERVELL COUNTIES



~~CHIEF ROBERT SEVERANCE III~~ STEVE POLASEK - CITY MGR.  
~~CLEBURNE POLICE DEPARTMENT~~ CITY OF CLEBURNE