

LOCAL AGREEMENT

STATE OF TEXAS

COUNTY OF BRAZOS

This LOCAL AGREEMENT is made and entered into by and between the City of College Station, located in Brazos County, Texas, and hereinafter called "City" and the Criminal District Attorney of Brazos County, Texas; hereinafter called "Prosecuting Attorney"

WITNESSETH:

WHEREAS, The City and Prosecuting Attorney desire to enter into an agreement regarding disposition of forfeited contraband seized under Chapter 59 of the Texas Code of Criminal Procedure;

WHEREAS, Chapter 59 of the Texas Code of Criminal Procedure provides for the forfeiture to the State of Texas of property found to be "contraband" as defined by Chapter 59 of the Texas Code of Criminal Procedure; and

WHEREAS, the Prosecuting Attorney of Brazos County, Texas, represents the State of Texas regarding forfeiture of contraband seized pursuant to Chapter 59 of the Code of Criminal Procedure.

NOW THEREFORE, THIS LOCAL AGREEMENT is hereby made and entered into by the City and the Prosecuting Attorney for the mutual considerations stated herein:

As Article 59.06 of Chapter 59 of the Texas Code of Criminal Procedure mandates that a local agreement be reached between the attorney representing the state and the law enforcement agency to effect the disposition of contraband forfeited to the State, both parties therefore agree that:

In consideration for the services associated with the forfeiture of contraband, the City agrees that thirty percent (30%) of all money forfeited shall be retained by Prosecuting Attorney to be used for the official purposes of the office. If money is forfeited without a contested hearing, twenty-five percent (25%) of all money forfeited shall be retained by Prosecuting Attorney. The remainder of the money shall be retained by the City to be used solely for law enforcement purposes as set out in Article 59.06 of the Texas Code of Criminal Procedure.

Thirty percent (30%) of the final sum received from the sale of real estate shall be retained by Prosecuting Attorney to be used for the official purposes of the office. The remainder of the money shall be retained by the City to be used solely for law enforcement purposes as set out in Article 59.06 of the Texas Code of Criminal Procedure.

Automobiles that are forfeited shall initially be evaluated for their usefulness in a undercover capacity. If not to be used in an undercover capacity, then upon their sale, thirty percent (30%) of the proceeds will be retained by the Prosecuting Attorney to be used for the official purposes of the office. If the automobile is forfeited without a contested hearing, then twenty-five percent (25%) of the proceeds shall be retained by the Prosecuting Attorney. The remainder of the money shall be retained by the City to be used solely for law enforcement purposes as set out in Article 59.06 of the Texas Code of Criminal Procedure.

The Prosecuting Attorney agrees that the final sum received from all other contraband shall be divided as follows: thirty percent (30%) shall be retained by Prosecuting Attorney. If the proceeds are forfeited without a contested hearing then twenty-five percent (25%) of the proceeds shall be retained by the Prosecuting Attorney. The remainder of the money shall be retained by the City to be used solely for law enforcement purposes as set out in Article 59.06 of the Texas Code of Criminal Procedure.

This agreement shall apply to money or property seized by the College Station Police Department on or after October 18, 1989. All money subject to forfeiture shall be deposited with the Brazos County Auditor's Office. All interest earned from the seizure pending account will be retained by the Prosecuting Attorney's Office; provided, however, that if the amount of money seized is greater than \$50,000.00, then the interest earned on that amount will be divided between the City and Prosecuting Attorney according to the division of the principal under the terms of the Agreement. All other property, other than real property, seized by the College Station Police Department and subject to forfeiture will be stored by the College Station Police Department. All costs of court proceedings shall be deducted from the proceeds of all forfeitures including the cost of titles searched and title policies issued prior to the division of the principal between the Prosecuting Attorney and the City under the terms of this Agreement. Money and property shall be considered forfeited to the State once a forfeiture judgment has become final and no Motion for New Trial or Notice of Appeal has been taken. Payment will be made by the Brazos County Auditor's Office when the property is considered forfeited.

The term of this Agreement shall be for a period of one (1) year from October 18, 2005. This agreement shall automatically be renewed on a yearly basis after the initial one (1) year term. This Agreement may be terminated by either party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon the date specified in such notice. Any pending forfeitures under this Agreement filed prior to the termination date, however, shall not be affected by such notices.

Any notices, payment, statement or demand required or permitted to be given hereunder by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

This agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

No waiver by either party hereto of any term or condition of this agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

This agreement represents the entire and integrated agreement between the City and the Prosecuting Attorney and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may only be amended by written instrument approved and executed by the parties.

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this agreement.

The undersigned represent that they have full and complete authority and power to execute this Agreement in the capacity herein stated and to bind the parties and their successors to the terms of this agreement.

BRAZOS COUNTY DISTRICT
ATTORNEY'S OFFICE



Criminal District Attorney
Brazos County, Texas
300 E. 26th St., Ste. 310
Bryan, Texas 77803

Date: Nov 2, 2005

CITY OF COLLEGE STATION

Ron Silvia, Mayor
P.O. Box 9960
College Station, Texas 77842

Date: _____

ATTEST:

Connie Hooks, City Secretary
Date: _____

APPROVED:

Glen Brown, Interim City Manager
Date: _____

Carla A. Robinson

City Attorney
Date: _____

Jeff Kersten,
Finance & Strategic Planning Director
Date: _____