

**AGREEMENT RESPECTING FORFEITED CONTRABAND
UNDER CHAPTER 59, TEXAS CODE OF CRIMINAL PROCEDURE
ARANSAS COUNTY, TEXAS
ARANSAS PASS POLICE DEPARTMENT**

This agreement is entered into pursuant to the provisions of Chapter 59, Texas Code of Criminal Procedure, to provide for the disposition of contraband under said Chapter. The definitions of Chapter 59, supra, are incorporated in this agreement and referenced as if fully set forth herein. The parties to this agreement are the Aransas County Attorney and the Aransas Pass Police Department. The parties will be referred to hereafter as "Prosecuting Attorney" and the "Law Enforcement Agency".

I. CUSTODY OF CONTRABAND AFTER SEIZURE

All contraband which is currency of the United States, and which is seized by the Law Enforcement Agency, shall be delivered to the Aransas County Treasurer to the special fund designated as "*Confiscated Funds*." A currency seizure will be accepted, and forfeiture proceedings will commence, once receipt of funds is presented and the case is delivered to the Prosecuting Attorney. Funds may be withdrawn from this account only upon authorization by the Prosecuting Attorney who shall distribute the same according to the terms of this agreement and any applicable court order.

All other contraband, or the proceeds thereof, shall be safely kept by the Law Enforcement Agency according to the requirements of Chapter 59, supra, and other applicable laws, pending final disposition. In the event a court Order applies, the parties will follow the provisions of the Order unless otherwise governed.

II. DISPOSITION OF FORFEITED CONTRABAND

The parties hereby agree to the following disposition of contraband forfeited to the Prosecuting Attorney as the agent for the State:

A. Percentages

1. **If there is no answer filed** (default judgment). Currency of the United States and proceeds from the sale of forfeited property will be divided between the Law Enforcement Agency and the Prosecuting Attorney in the following manner:

70% of the money and proceeds to the Law Enforcement Agency and
30% of the money and proceeds to the Prosecuting Attorney,

seized funds that are greater than \$2,500.00 pursuant to Art. 59.05(f), court costs will be deducted along with other necessary expenses (to include service of process costs).

If Interest earned on deposited funds, they shall be distributed in the percentage stated above.

2. **If an answer is filed.** Currency of the United States and proceeds from the sale of forfeited property will be divided between the Law Enforcement Agency and the Prosecuting Attorney in the following manner:

60% of the money and proceeds to the Law Enforcement Agency and

40% of the money and proceeds to the Prosecuting Attorney,

seized funds that are greater than \$2,500.00 pursuant to Art. 59.05(f), court costs will be deducted along with other necessary expenses (to include service of process costs). If Interest earned on deposited funds, they shall be distributed in the percentage stated above.

3. **If trial commences.** For cases that are tried, either before the Court or a jury, current money of the United States and proceeds from the sale of forfeited property will be divided between the Law Enforcement Agency and the Prosecuting Attorney in the following manner:

50% of the money and proceeds to the Law Enforcement Agency and

50% of the money and proceeds to the Prosecuting Attorney,

seized funds that are greater than \$2,500.00 pursuant to Art. 59.05(f), court costs will be deducted along with other necessary expenses (to include service of process costs). If Interest earned on deposited funds, they shall be distributed in the percentage stated above.

B. **ITEMS**

All stocks, bonds, securities, negotiable instruments and other documents representing things of value, jewelry, precious metals, coins, aircraft, boats, boat motors, and real property shall be sold and the proceeds divided pursuant to the terms set out in paragraph 1, 2, or 3 above, between the parties after deducting court costs, expenses of sale, and other necessary expenses.

All other personal property such as cars, trucks, television sets, stereos, etc., shall be sold and the proceeds divided pursuant to the terms set out in paragraphs A, B, and C above, between parties after deducting court costs, expenses of sale, and other necessary expenses.

If the Law Enforcement Agency intends to use the property in a manner prescribed by Chapter 59 of the Code of Criminal Procedure, it shall advise the Prosecuting Attorney of the use in writing at the time of final judgment.

If property is to be sold, and not used in the manner prescribed by Chapter 59 of the Code of Criminal Procedure, the property must be sold, and disbursements made in accordance with this agreement, not later than 90 days after the entry of an agreed order or final judgment.

All non-monetary property seized, including motor vehicles, will be sold with the proceeds transferred as detailed above [with certain percentage to the Prosecuting Attorney]. The Law Enforcement Agency will be responsible for ensuring that all bidding laws are complied with regarding disposition of any seized property and that proper accounting procedures are followed regarding distribution of any seized money or property.

Pursuant to Article 59.06(b) of the Texas Code of Criminal Procedure, the Prosecuting Attorney, at its discretion, may transfer ownership of a forfeited motor vehicle to the Law Enforcement Agency upon receipt of thirty percent (30%) of the Blue Book value of the vehicle at the time of forfeiture or \$1,000.00, whichever is greater. The Law Enforcement Agency will be responsible for satisfying any existing liens against the forfeited motor vehicle.

The parties shall receive, keep and use all forfeited property and the proceeds thereof for the purposes and in the manner prescribed by Chapter 59 of the Code of Criminal Procedure and other applicable laws.

III. AGREEMENTS

If the Law Enforcement Agency or Prosecuting Attorney expend significant amounts of time and effort in investigative efforts or trial efforts on a particular case, or if other special circumstances exist which are not adequately taken into account herein, then this agreement may be modified with the consent of both parties, to provide for the distribution of forfeited contraband between the Law Enforcement Agency and Prosecuting Attorney commensurate with the amount of time and effort expended by each. Any such modifications shall be reduced to writing.

The parties may from time to time reach a special separate agreement regarding the holding and disposition of any seized property without affecting the validity of or continuation of this agreement.

IV. DISBURSMENT

This agreement applies to all things forfeited pursuant to Chapter 59 of the Texas Code of Criminal Procedure after the effective date of this agreement. Money and property will be considered to have been finally forfeited to the State when the forfeiture judgment has become final and no motion for new trial or appeal has been taken (or all such motions and appeals have been disposed of).

Disbursement of currency which has been deposited in the Prosecuting Attorney's Forfeiture of Contraband Fund, as described in this agreement, shall be made no later than 60 days after the entry of an agreed order or final judgment.

V. TERM OF AGREEMENT

This agreement is to continue in effect until modified by a subsequent agreement in writing or until either party gives written notice to the other party of its intention to withdraw from the same. Notice of withdrawal from this agreement must be given at least thirty (30) days in advance of the effective date.

AGREED AND EXECUTED this _____ day of _____, 2021.



Amanda Oster
County Attorney
Aransas County
2840 Highway 35 N
Rockport, TX 78382

Chief Eric Blanchard
Aransas Pass Police Department
600 W. Cleveland Blvd.
Aransas Pass, TX 78336