

AN ORDINANCE 2013-04-04-0238

**AUTHORIZING A THREE-YEAR INTERLOCAL  
AGREEMENT WITH THE COMAL COUNTY CRIMINAL  
DISTRICT ATTORNEY'S OFFICE ALLOCATING  
PROCEEDS FROM ASSET FORFEITURE CASES FILED  
PURSUANT TO CHAPTER 59 OF THE TEXAS CODE OF  
CRIMINAL PROCEDURE.**

\* \* \* \* \*

**WHEREAS**, pursuant to Chapter 59 of the Texas Code of Criminal Procedure, it is necessary to enter into an interlocal agreement with the Comal County Criminal District Attorney's Office to provide for the division of the proceeds from asset forfeiture cases; and

**WHEREAS**, the term of said agreement will commence on the date of execution and end September 30, 2015; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager and her designee are hereby authorized to enter into an interlocal agreement with the Comal County Criminal District Attorney's Office to provide for the division of the proceeds from asset forfeiture cases. Said contract is attached hereto as **Exhibit I**. The terms and conditions of the contract are hereby approved.

**SECTION 2.** Funds generated by this Ordinance will be deposited into fund 29038000, cost center 1711020001, and the general ledger.

**SECTION 3.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts, as necessary to carry out the purpose of this Ordinance.

**SECTION 4.** This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

**PASSED AND APPROVED** this 4th day of April, 2013.



M A Y O R  
Julián Castro

**ATTEST:**

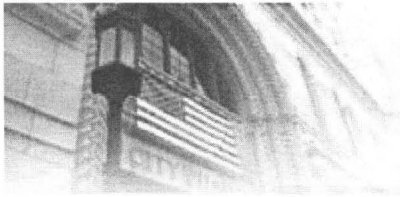


Leticia M. Vacek, City Clerk

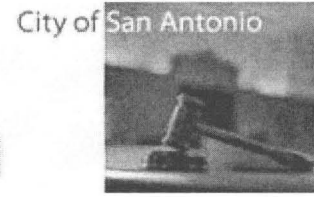
**APPROVED AS TO FORM:**



Michael D. Bernard, City Attorney



Request for  
**COUNCIL  
ACTION**



## Agenda Voting Results - 30

<b>Name:</b>	5, 6, 7, 9, 10, 13, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29, 30, 31, 32						
<b>Date:</b>	04/04/2013						
<b>Time:</b>	09:32:37 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing a three-year interlocal agreement with the Comal County Criminal District Attorney's Office allocating proceeds from asset forfeiture cases filed pursuant to Chapter 59 of the Texas Code of Criminal Procedure. [Erik J. Walsh, Deputy City Manager; William P. McManus, Chief of Police]						
<b>Result:</b>	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x			x	
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

## INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT is made and entered into by and between the SAN ANTONIO POLICE DEPARTMENT (hereinafter "Law Enforcement Agency"), a Law Enforcement Agency headquartered in Bexar County, Texas, that conducts operations in Comal County, and the office of the Criminal District Attorney for Comal County (hereinafter "Prosecuting Attorney").

Pursuant to the provisions of Chapter 59 of the Texas Code of Criminal Procedure, as enacted by the 71<sup>st</sup> Legislature, First Called Session, 1989, and subsequent amendments thereto, regulating the disposition of property seized by law enforcement officers and forfeited contraband. Law Enforcement Agency and the Prosecuting Attorney desire to enter into a INTERLOCAL AGREEMENT regarding the disposition of said forfeited contraband and/or the proceeds therefrom.

This INTERLOCAL AGREEMENT is entered into by and between the respective parties hereto and is predicated upon the mutual consideration of the equitable sharing of the value of the contraband and the contraband itself, seized pursuant to the appropriate state statutes. Accordingly, inasmuch as said statutes require that a INTERLOCAL AGREEMENT exist between the Prosecuting Attorney and any Law Enforcement Agency in order to share property and/or the proceeds of property seized by the Law Enforcement Agency, it is the intention of Law Enforcement Agency and the Prosecuting Attorney to hereby enter into a INTERLOCAL AGREEMENT regarding the disposition of property seized by said Law Enforcement Agency.

In consideration for the services of the Prosecuting Attorney rendered to and on behalf of Law Enforcement Agency in pursuit of the forfeiture of seized contraband, Law Enforcement Agency agrees that upon the forfeiture of seized currency ("Forfeited Currency") or upon the forfeiture and/or sale of other seized property, real or personal, the following proceed sharing formulas shall apply:

1. Pre-Trial Disposition of Personal Property: Twenty-five percent (25%) of any Forfeited Currency or proceeds from sold Personal Property shall be retained by the Prosecuting Attorney to be used for any purpose permitted by law. The Prosecuting Attorney agrees that Law Enforcement Agency shall retain the remaining seventy-five percent (75%) of any Forfeited Currency or proceeds of sold Personal Property for official law enforcement purposes as permitted by law. This formula applies to default judgments, summary judgments, settlements or any other pre-trial dispositions.
2. Trial Disposition of Personal Property: Thirty percent (30%) of any Forfeited Currency or proceeds of sold Personal Property shall be retained by the Prosecuting Attorney to be used for any purpose permitted by law. The Prosecuting Attorney agrees that Law Enforcement Agency shall retain the remaining seventy percent (70%) of any Forfeited Currency or proceeds of sold Personal Property for official law enforcement purposes as permitted by law. This formula shall apply to bench or jury trial dispositions which include settlements or judgments in favor of the State occurring after a case is set for trial.

3. Pre-Trial Disposition of Real Property: Thirty percent (30%) of any proceeds from sold Real Property shall be retained by the Prosecuting Attorney to be used for any purpose permitted by law. The Prosecuting Attorney agrees that Law Enforcement Agency shall retain the remaining seventy percent (70%) of any proceeds from sold Real Property for official law enforcement purposes as permitted by law. This formula applies to default judgment, summary judgments, settlements or any other pre-trial dispositions.
4. Trial Disposition of Real Property: Forty percent (40%) of any proceeds from sold Real Property shall be retained by the Prosecuting Attorney to be used for any purpose permitted by law. The Prosecuting Attorney agrees that Law Enforcement Agency shall retain the remaining sixty percent (60%) of any proceeds from sold Real Property for official law enforcement purposes as permitted by law. This formula shall apply to bench or jury trial dispositions which include settlements or judgments in favor of the State occurring after a case is set for trial.
5. It is specifically agreed by the parties that Forfeited Currency in amounts of less than or equal to \$500.00 may be solely retained by the Prosecuting Attorney to be used for the official purposes of the office.
6. In regards to the seizure of contraband such as vehicles and other conveyances that may be of use to Law Enforcement Agency or the Prosecuting Attorney in the conduct of official business, the parties hereto shall agree in writing to allocate such property in a manner that best serves the operational interests of both parties.
7. Law Enforcement Agency shall be responsible for paying any fees associated with maintaining, towing, and storing any seized property, real or personal.

It is further specifically agreed by the parties that should special circumstances in an individual case dictate that the proceeds of the forfeited contraband be shared with other law enforcement agencies or that the award to the Prosecuting Attorney be in a proportion other than that set out in this INTERLOCAL AGREEMENT, the parties may consent in writing to a different allocation of the proceeds in that case. In the absence of a specific agreement in writing with regard to a particular case, all distribution of seized property, or the proceeds there from, shall be in accordance with this INTERLOCAL AGREEMENT.

This INTERLOCAL AGREEMENT shall be in effect from and after January 1, 2013, or the date of its execution by both parties, whichever is later in time, to September 30, 2015. Either party may terminate this INTERLOCAL AGREEMENT at any time, and for any reason or for no reason, by giving written notice of the specific termination date at least thirty (30) days and no more than sixty (60) days prior to that date. In the event a forfeiture proceeding has been commenced prior to the termination date of the INTERLOCAL AGREEMENT or the notification with regard thereto, said forfeiture shall not be affected by the termination of the INTERLOCAL AGREEMENT or the notification of intended termination. This INTERLOCAL AGREEMENT revokes and supersedes any prior agreement between the parties.

It is the specific intention of the parties that this INTERLOCAL AGREEMENT shall apply to all things finally forfeited to the State pursuant to Chapter 59 of the Texas Code of Criminal Procedure from and after the effective date of this INTERLOCAL AGREEMENT. Money and

property shall 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. Forfeiture proceedings pending on the effective date of this INTERLOCAL AGREEMENT may be covered by this INTERLOCAL AGREEMENT if the parties agree to such in writing with regard to each such pending case.

If lawful money of the United States is seized as contraband pursuant to the provisions of Chapter 59 of the Texas Code of Criminal Procedure and falls under the terms of this INTERLOCAL AGREEMENT, the Prosecuting Attorney may deposit funds in an interest-bearing account in the Comal County Treasury to be maintained until final disposition of said funds. All disbursement of forfeited funds held in such accounts shall include any interest that has accrued except as otherwise provided herein. Disbursement of funds shall be made when a final judgment has been properly executed, a certified copy of such judgment has been duly served upon each party, and all reasonable costs associated with the maintenance of said funds have deducted therefrom.

For the Office of the Prosecuting Attorney:

\_\_\_\_\_  
Jennifer A. Tharp, Criminal District Attorney

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

For the SAN ANTONIO POLICE DEPARTMENT:

\_\_\_\_\_  
Chief William P. McManus

Printed Name: \_\_\_\_\_

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