

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF DENTON, BY AND THROUGH ITS POLICE DEPARTMENT, AND THE DENTON COUNTY CRIMINAL DISTRICT ATTORNEY, FOR THE DISPOSITION OF CONTRABAND SEIZED AND FORFEITED UNDER CHAPTER 59 AND ARTICLE 18.18, TEXAS CODE OF CRIMINAL PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 59 of the Texas Code of Criminal Procedure, entitled “Forfeiture of Contraband” provides for the forfeiture to the State of Texas of property determined to be “contraband” as defined therein; and

WHEREAS, Article 18.18 of the Texas Code of Criminal Procedure provides for forfeiture, to the State, any political subdivision of the State, or to any institution or agency, of items believed to be gambling paraphernalia, devices, equipment, real (gambling property), cash proceeds, prohibited weapons, criminal instruments, and other contraband as defined under Article 18.18 of the Texas Code of Criminal Procedure; and

WHEREAS, the Denton County Criminal District Attorney represents the State of Texas in forfeiture proceedings involving contraband seized pursuant to Chapter 59 and Article 18.18 of the Texas Code of Criminal Procedure; and

WHEREAS, Article 59.06 of Chapter 59 of the Texas Code of Criminal Procedure authorizes “local agreements” between the attorney representing the state and law enforcement agencies to affect the disposition of forfeited contraband; and

WHEREAS, Article 59.06 of Chapter 59 of the Texas Code of Criminal Procedure authorizes the City of Denton Police Department as the law enforcement agency and the Denton County Criminal District Attorney as the attorney representing the State of Texas to execute this Agreement; and

WHEREAS, the terms of this Agreement shall apply only to those cases where contraband is finally forfeited, and the cases are closed by the Denton County Criminal District Attorney on or after the Effective Date of this Agreement; and;

WHEREAS, the City of Denton, by and through its Police Department, and the Denton County Criminal District Attorney, entered into an Agreement approved by the City Council on April 19, 2022, regarding the disposition of contraband seized and forfeited under Chapter 59 of the Texas Code of Criminal Procedure; and

WHEREAS, the Denton County Criminal District Attorney informed the City on August 29, 2023 of its intent to terminate the existing Agreement as of September 30, 2023, and expressed its desire to enter into a new Agreement effective October 1, 2023, that would govern both Chapter 59 and Article 18.18 forfeiture cases; and

WHEREAS, the City of Denton, by and through its Police Department, and the Denton County Criminal District Attorney, wish to enter into a new Agreement in the form of Exhibit “A” attached; and

WHEREAS, the City Council finds that this new Agreement serves a valid public purpose and is in the public interest; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings set forth in the above preamble to this Ordinance are true and correct and are hereby adopted.

SECTION 2. The Agreement approved by the City Council on April 19, 2022, is hereby superseded in its entirety by the new Agreement in the form of Exhibit "A" attached hereto, said new Agreement to be effective October 1, 2023.

SECTION 3: The City Manager is hereby authorized to execute the new Agreement between the City of Denton, by and through the Denton Police Department, and the Denton County Criminal District Attorney, in the form of Exhibit "A" attached hereto.

SECTION 4. This Ordinance shall be cumulative of all provisions of ordinances of the City of Denton, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 5: This Ordinance is effective immediately on the day of its passage.

The motion to approve this Ordinance was made by _____ and seconded by _____, the Ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joel Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee				
At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2023.

GERARD HUDSPETH, MAYOR

ATTEST:
JESUS SALAZAR, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

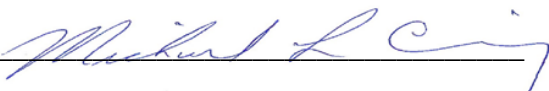
BY: 

EXHIBIT "A"
**LOCAL AGREEMENT RESPECTING FORFEITED CONTRABAND
UNDER CHAPTER 59 AND ARTICLE 18.18, TEXAS CODE
OF CRIMINAL PROCEDURE
DENTON COUNTY, TEXAS**

DENTON POLICE DEPARTMENT

This LOCAL AGREEMENT is made and entered into by and between the DENTON POLICE DEPARTMENT, hereinafter "the AGENCY," and the Denton County Criminal District Attorney's Office, hereinafter "the DISTRICT ATTORNEY."

WITNESSETH:

WHEREAS, the AGENCY and the DISTRICT ATTORNEY desire to enter into an agreement regarding disposition of contraband seized and forfeited under Chapter 59 of the Texas Code of Criminal Procedure and Article 18.18 of the Texas Code of Criminal Procedure; and

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, Article 18.18 of the Texas Code of Criminal Procedure provides for forfeiture, to the State, any political subdivision of the State, or to any institution or agency, of items believed to be gambling paraphernalia, devices, equipment, real (gambling property), cash proceeds, prohibited weapons, criminal instruments, and other contraband as defined under Article 18.18 of the Texas Code of Criminal Procedure.

WHEREAS, the DISTRICT ATTORNEY represents the State of Texas in all cases regarding the forfeiture of contraband seized in Denton County, Texas, pursuant to Chapter 59 of the Code of Criminal Procedure and Article 18.18 of the Code of Criminal Procedure.

NOW, therefore, this Local Agreement is hereby made and entered into by the AGENCY and the DISTRICT ATTORNEY for the mutual consideration stated herein:

ARTICLE I.

A. In consideration for the services provided by the AGENCY and the DISTRICT ATTORNEY associated with the forfeiture of contraband, the AGENCY and the DISTRICT ATTORNEY agree to the following disposition of contraband forfeited under Chapter 59 of Texas Code of Criminal Procedure:

- (1) The AGENCY will receive eighty percent (80%) and DISTRICT ATTORNEY twenty percent (20%) of all **currency** seized and forfeited.
- (2) Personal property consisting of stocks, bonds, securities, Cryptocurrencies, negotiable instruments and other documents representing things of value, jewelry, precious metals, and coins shall be sold and the proceeds allocated between the AGENCY and the DISTRICT ATTORNEY as provided by Article I, Section (A)(1) above. For all other personal property the AGENCY will receive, one hundred percent (100%) of the proceeds from the sale of **personal property**

seized and forfeited that the AGENCY does not use in its law enforcement operations.

- (3) The AGENCY shall pay the DISTRICT ATTORNEY the sum of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) for each final judgment obtained for the forfeiture of a **motor vehicle**. If a motor vehicle is the subject of a final judgment of forfeiture, the AGENCY has the option of taking title to said vehicle and using it for law enforcement purposes in the investigation of alleged violations of the criminal laws of the State of Texas pursuant to the requisites of Chapter 59 of the Texas Code of Criminal Procedure. All costs associated with the use of the motor vehicle shall be borne by the party using said vehicle.
- (4) Proceeds from the sale of **real property** seized and forfeited shall be negotiated between the AGENCY and the DISTRICT ATTORNEY on a case-by-case basis prior to commencement of litigation by the DISTRICT ATTORNEY.
- (5) On property seized other than, cash proceeds, the DISTRICT ATTORNEY may endeavor to negotiate a cash settlement in lieu of forfeiture of the property. Any money received in this manner shall be allocated between the AGENCY and the DISTRICT ATTORNEY as provided by Section (A)(1) above.
- (6) The AGENCY shall pay for all court costs and litigation expenses related to forfeiture proceedings. All costs of title searches and title policies for the forfeiture of real property shall be paid by the AGENCY. All other costs and expenses related to forfeiture proceedings, including the costs of storage, maintenance and auctions of vehicles and property held pending a final forfeiture judgment, shall be paid by the AGENCY.
- (7) It is further specifically agreed by the parties that if special circumstances dictate that a different percentage other than that set out in this Local Agreement should be awarded to the DISTRICT ATTORNEY, that this Local Agreement may be specifically modified in writing by the written consent of both parties prior to the commencement of litigation by the DISTRICT ATTORNEY.

B. All currency seized by the AGENCY under Chapter 59 of the Texas Code of Criminal Procedure shall be deposited in an interest-bearing bank account held by the AGENCY and containing only funds acquired pursuant to Chapter 59 of the Texas Code of Criminal Procedure until a final judgment is rendered. AGENCY shall then transfer currency to the DISTRICT ATTORNEY as noted in Article I, Section A(1) above. Payments to DISTRICT ATTORNEY shall be made pursuant to Article III.

C. In accordance with Chapter 59 of the Texas Code of Criminal Procedure, all of the DISTRICT ATTORNEY's share of forfeited currency; all proceeds from the sale of personal property; all proceeds from the sale of real property; the flat fee of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) for forfeited motor vehicles; and the negotiated cash settlements shall be deposited into a special fund in the County Treasury to be used by the DISTRICT ATTORNEY solely for the official purposes of the office of the DISTRICT ATTORNEY.

D. In accordance with Chapter 59 of the Texas Code of Criminal Procedure, all currency and proceeds from the sale of real property, motor vehicles and personal property received by the AGENCY shall be deposited in a special fund in the City Treasury to be used by the DENTON POLICE DEPARTMENT solely for law enforcement purposes.

ARTICLE II.

A. In consideration for the services provided by the AGENCY and the DISTRICT ATTORNEY associated with the forfeiture of gambling paraphernalia, devices, equipment, real (gambling property), cash proceeds, prohibited weapons, criminal instruments, and other contraband as defined, the AGENCY and the DISTRICT ATTORNEY agree to the following disposition of the forfeited property and proceeds under Article 18.18 of Texas Code of Criminal Procedure:

- (1) The AGENCY will receive eighty percent (80%) and DISTRICT ATTORNEY twenty percent (20%) of all **currency** seized and forfeited.
- (2) On property seized other than cash proceeds, the DISTRICT ATTORNEY may endeavor to negotiate a cash settlement in lieu of forfeiture of the property. Any money received in this manner shall be allocated between the AGENCY and the DISTRICT ATTORNEY as provided by Section (A)(1) above.
- (3) The AGENCY will receive one hundred percent (100%) of the proceeds from the sale of **all other property** seized and forfeited, but not negotiated to cash settlements, that the AGENCY does not use in its law enforcement operations.

B. All currency seized by the AGENCY under Article 18.18 of the Texas Code of Criminal Procedure shall be deposited in an interest-bearing bank account held by the AGENCY and containing only funds acquired pursuant to Article 18.18 of the Texas Code of Criminal Procedure until a final judgment is rendered. AGENCY shall then transfer currency to the DISTRICT ATTORNEY as noted in Article II, Section A(1) above. Payments to DISTRICT ATTORNEY shall be made pursuant to Article III.

C. In accordance with Article 18.18 of the Texas Code of Criminal Procedure, all of the DISTRICT ATTORNEY's share of forfeited currency and the negotiated cash settlements shall be deposited into a special fund in the County Treasury to be used by the DISTRICT ATTORNEY solely for the official purposes of the office of the DISTRICT ATTORNEY.

D. In accordance with Chapter 59 of the Texas Code of Criminal Procedure, all currency and proceeds from the sale of forfeited property received by the AGENCY shall be deposited in a special fund in the City Treasury to be used by the DENTON POLICE DEPARTMENT solely for law enforcement purposes.

ARTICLE III.

This Local Agreement shall apply to currency, real property, personal property and motor vehicles seized for forfeiture purposes by the AGENCY effective upon date of signature by all parties. Currency, real property, motor vehicles and personal 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. Payments to the DISTRICT ATTORNEY shall be made monthly. Each payment shall be based upon the amount of currency forfeited to the State of Texas in that period; upon the proceeds of the sale of forfeited personal property in that period; upon the proceeds of the sale of forfeited real property in that period; upon the flat fee of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) for all motor vehicles forfeited to the AGENCY in that period; and upon the cash settlements negotiated in lieu of forfeiture to the

AGENCY. All costs of court proceedings shall be paid by the AGENCY including the cost of titles searched and title policies issued.

ARTICLE IV.

In the event of a special circumstance where the DISTRICT ATTORNEY is required to expend significant time and effort in planning for a forfeiture case, it will be developed as a joint investigation with the AGENCY with the option of the percentage apportioned between parties being modified in a manner commensurate with the time and effort required by each of the Parties and a written Addendum to this Local Agreement will be executed by the parties as it pertains to the particular seizure.

ARTICLE V.

The term of this Local Agreement shall be for a period of one (1) year from the date of execution of this agreement. 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 forfeiture under this Agreement filed prior to the termination date, however, shall not be affected by such notices.

ARTICLE VI.

Any notice, 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.

If intended for the AGENCY:

If intended for the DISTRICT ATTORNEY:

DENTON POLICE DEPARTMENT
601 E. Hickory Street, Suite E
Denton, TX 75205

Denton County Criminal District Attorney
1450 E. McKinney Street, Suite 3100
Denton, Texas 76209

SIGNED on this the _____ day of _____, 2023.

CRIMINAL DISTRICT ATTORNEY
DENTON COUNTY, TEXAS

DENTON POLICE DEPARTMENT

Paul Johnson
Criminal District Attorney
Denton County, Texas

Chief of Police

CITY OF DENTON

City Manager