

CHAPTER 59 ASSET FORFEITURE **LOCAL AGREEMENT**

DISTRICT ATTORNEY'S OFFICE-18TH JUDICIAL DISTRICT AND JOSHUA POLICE DEPARTMENT

STATE OF TEXAS

COUNTY OF JOHNSON

This LOCAL AGREEMENT is made and entered into by and between the **Johsua Police Department (hereafter Joshua PD)**, which is headquartered in Joshua, Johnson County, Texas, and which conducts operations in the above-captioned county, hereinafter referred to as Joshua PD, and the **DISTRICT ATTORNEY OF JOHNSON AND SOMERVELL COUNTIES (18th Judicial District)**, hereinafter referred to as District Attorney or alternatively as the attorney representing the state.

This Agreement supersedes all prior agreements and applies to all assets seized after the execution of this agreement. Additionally, all seizures currently pending between the two parties shall be govern by this agreement.

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, Joshua PD 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 Joshua PD, associated with and relating to the forfeiture of contraband, it is hereby agreed by and between Joshua PD 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 Joshua PD in Johnson or Somervell County (or as otherwise permitted under Tex. CCP Ch 59);

* The **District Attorney** shall receive fifty percent (**50%**) of the final sum received

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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 Joshua PD in Johnson or Somervell County (or as otherwise permitted under Tex. CCP Ch 59);

* **The Joshua Police Department** shall receive fifty percent (**50%**) of all United States Currency forfeited as a result of seizures made by Joshua PD in Johnson or Somervell County (or as otherwise permitted under Tex. CCP Ch 59);

* **The Joshua Police Department** 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 Joshua PD in Johnson or Somervell County (or as otherwise permitted under Tex. CCP Ch 59);

The parties further agree that the distribution mentioned above can be modified or adjusted on a case-by-case basis, provided that the parties reach a mutual agreement. If no agreement can be reached, the previously agreed percentage of distribution shall apply.

In the event that multiple law enforcement agencies assert claims to the final disposition of forfeited property, and if a local agreement exists between the attorney representing the state and two or more law enforcement agencies asserting claims to the final distribution of the property, the attorney representing the state is obligated to facilitate a mutual agreement between the law enforcement agencies regarding the proper and just distribution of the final distribution. However, if the parties fail to reach a mutual agreement, the attorney representing the state has the sole discretion to determine and designate each law enforcement agency's share of the final sum.

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 Joshua PD, and the decision whether contraband is forfeited will be solely within the discretion of the District Attorney.

The parties agree that the Joshua Police Department 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 the Joshua Police Department shall keep the currency separate and not co-mingled with any other currency.

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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 Joshua PD shall be delivered to the District Attorney as soon as practical.

All other contraband or the proceeds thereof shall be safely kept by Joshua PD 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.

ENTERED INTO AND AGREED:

TIMOTHY M. GOOD
District Attorney- 18th Judicial District

_____/_____/2026

_____/_____/2026

JOSHUA POLICE DEPARTMENT'S Designated Legal Representative.