

SPECIAL CONDITION

DISTRICT ATTORNEY CONTRACT

WHEREAS, the District Attorney's Office of the 33rd & 424th Judicial Districts which includes Burnet County, Texas, and the Heart of Texas Auto Theft Task Force are desirous of entering into a contract between the parties regulating the disposition of property and monies (as defined by law) seized by the Task Force pursuant to civil and criminal statutes of the State of Texas; and

WHEREAS, the parties of this contract are identified as the District Attorney of the 33rd & 424th Judicial Districts, (hereinafter referred to as the District Attorney) and the Heart of Texas Auto Theft Task Force (hereinafter referred to as the Task Force), being that group organized pursuant to a grant by and through the Motor Vehicle Crime Prevention Authority (hereinafter referred to as the MVCPA); and

WHEREAS, the District Attorney, has the duty to represent the State of Texas regarding forfeitures of property pursuant to various civil and criminal statutes; and

WHEREAS, the Task Force has the duty to provide law enforcement service with particular emphasis on auto theft offenses;

NOW THEREFORE, it is mutually agreed upon by and between the District Attorney and the Task Force as follows:

1. The District Attorney shall diligently pursue all Forfeiture actions, which arise from operations initiated and investigated by the District Attorney and the Task Force, as follows:
2. Upon seizure of funds or property by the Task Force under the provision of law, the Task Force shall provide for the custody of the seized funds or property until final disposition of the Forfeiture action.
3. Upon final disposition of the Forfeiture action, in consideration of the services of Prosecuting Attorney for the forfeiture of contraband, Task Force hereby agrees that thirty percent (30%) of all money forfeited and thirty percent (30%) of the final sum received from the sale of real or personal property shall be retained by the Prosecuting Attorney to be used for the official purposes of his office. The remainder of such funds or sale proceeds, after retention of the above stated portion for the Prosecuting Attorney, shall be paid to the Task Force for use for official law enforcement purposes.
4. All property and funds awarded to the Task Force under the forfeiture action represent program income (See page 17 of the February 2020 MVCPA Grant Administration Manual). Up to the total grant amount of **\$750,706.00**, these funds shall be added to the funds committed to the project in accordance with the Uniform Grant Management

Standards, subpart C., Section 25, Paragraph (g) (2). Any program income (forfeiture, etc.) in excess of the total grant award amount may be retained by the grantee with MVCPA approval and must be used for purposes that further the objectives of the project.

5. This Agreement shall become effective as of the date of the last signature affixed hereto ("Effective Date") and shall remain in full force and effect for an indefinite period, contingent upon the continued operational standing, authority, and recognized presence of the Task Force within the designated operational region. This Agreement shall automatically terminate upon the dissolution, withdrawal, or loss of such standing of the Task Force within said region, unless otherwise agreed to in writing by the Parties.

IT IS AGREED AND NOTED.

Bryan Wilson, Burnet County Judge
Administrative County of Task Force

Date

Perry Thomas
Burnet County District Attorney
33rd & 424th Judicial Districts

Date

Calvin Boyd, Sheriff
Burnet County Sheriff's Office

Date

Howard Stinehour, Captain
Heart of Texas Task Force Project Manager
Burnet County Sheriff's Office

Date