



**NORTH PORT POLICE DEPARTMENT
CRIMINAL INVESTIGATION BUREAU
Contraband Forfeiture Settlement Agreement
(Forfeiture of Property)**

This Contraband Forfeiture Settlement Agreement (“Agreement”) is made by and between the City of North Port, Florida (“City”), and _____, D.O.B. ___/___/___, (“Claimant”). The parties enter into this Agreement as of the date the last party signs below (“Effective Date”), and desire to be bound by the mutual promises and agreements contained herein.

RECITALS

WHEREAS, on or about _____, 20___, the City seized the following vehicle owned by Claimant: a _____ *(enter vehicle year, make, model)*, Vin #: _____, and/or the following currency from Claimant: _____ (\$_____), together the “Property;” and

WHEREAS, Claimant allegedly used the seized Property as a contraband article under Florida Statutes Sections 932.701 – 932.7062, the Florida Contraband Forfeiture Act (the “Forfeiture Act”), and the Property is therefore subject to forfeiture under the Forfeiture Act; and

WHEREAS, the Forfeiture Act authorizes the City to initiate a forfeiture action against the seized Property. If the City were unable to satisfy its burden of proof in a foreclosure action, the Claimant would be entitled to a return of the Property; and

WHEREAS, as a result of entering into this Agreement, the City agrees not to initiate a forfeiture action and the Claimant waives any and all rights under the Forfeiture Act; and

WHEREAS, the City and the Claimant wish to avoid the cost, delay, and uncertainty of litigation to the parties; and

NOW THEREFORE, in consideration of the mutual promises in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The above-stated recitals are true and accurate.
2. **Probable Cause.** The Claimant agrees that probable cause exists for the seizure of the Property and stipulates to a probable cause finding. The Claimant further waives any right to an adversarial preliminary hearing.
3. **Forfeiture Action.** The City agrees not to initiate a forfeiture action against the seized Property under the Forfeiture Act related to the seized Property. If the City previously instituted a forfeiture action, the City agrees to file a motion to dismiss the forfeiture action within ten (10) business days of the Effective Date of this Agreement.

4. **Review of Agreement.** The Claimant hereby waives review of this settlement agreement by a court, mediator, or arbitrator.
5. **RELEASE AND INDEMNIFICATION.** The Claimant represents that all statements in this Agreement are true and agrees to hold harmless, release, and indemnify the City and all its officers, employees, agents, and servants from any and all damages, actions, suits, claims, judgements, or demands of any kind whatsoever, whether criminal or civil, made by or on behalf of any person as the result of, related to, or arising from the City's seizure of the Property, its storage, or its release, including but not limited to, towing costs, court costs, and reasonable attorneys' fees.

6. **Definitions.**

- A. Forfeiture Action: A hearing or trial in which the court or jury determines whether the subject property shall be forfeited.
- B. Forfeiture Funds: A monetary instrument seized and to remain in the custody of the City.
- C. Property: A contraband article, vessel, motor vehicle, aircraft, other personal property, or real property used in violation of any provision of the Florida Contraband Forfeiture Act.
- D. Vehicle: Any means of transportation or conveyance that is used to carry people, goods, or both from one place to another.
- E. Currency/monetary: A coin or currency instrument of the United States or any other country; a traveler's check; a personal check; a bank check; a cashier's check; a money order; a bank draft of any country; an investment security or negotiable instrument in bearer form or in other form such that title passes upon delivery; a prepaid or stored value card or other device that is the equivalent of money and can be used to obtain cash, property, or services; or gold, silver, or platinum bullion or coins.
- F. Claimant: A party who has proprietary interest in property subject to forfeiture and has standing to challenge such forfeiture, including owners, registered owners, bona fide lienholders, and titleholders.

MARK ALL PARAGRAPHS THAT APPLY:

7. **Currency:**

- Within 15 business days of the Effective Date, the City will release the sum of _____ (\$_____) by way of check made payable to _____.
- In consideration of such release, the Claimant waives any and all claims to the remaining _____ (\$_____), as seized (the "forfeited funds"), which will be deposited in accordance with the Forfeiture Act. Claimant knowingly, intelligently, and voluntarily waives all rights to claim any ownership interest in or any standing to challenge the forfeiture of the forfeited funds and certifies that Claimant has no interest, ownership, or otherwise in the forfeited funds and cannot and will not contest any civil forfeiture action with regard to them.

8. Vehicle.

- Within 15 business days of the Effective Date, the City will release Vehicle, as identified above, to _____, and the City will waive any and all claim, right, title, or ownership it may have to the above-identified seized vehicle under the Forfeiture Act.

- In consideration of the above, and prior to the City's release of the Vehicle, the Claimant agrees to pay _____ Dollars (\$ _____) to the City. The City agrees to deposit and use these funds in accordance with the Forfeiture Act. Payment must be made within seven (7) business days of the City's receipt of a fully executed Agreement. Payment must be made during regular business hours at the City of North Port Police Department, 4980 City Hall Boulevard, North Port, Florida 34286. Acceptable forms of payment are cashier check or money order made payable to "North Port Police Department Law Enforcement Trust Fund".

- The Claimant hereby waives any claim as to the seizure of Vehicle, as identified above, and that immediately upon the Effective Date of this Agreement, the Claimant forfeits the above-identified vehicle to the City for its use under the Forfeiture Act. Claimant knowingly, intelligently, and voluntarily waives all rights to claim any ownership interest in or any standing to challenge the forfeiture of the above-identified vehicle. Claimant hereby certifies that he/she has no interest, ownership, or otherwise in the vehicle and cannot and will not contest any civil forfeiture action with regard to the above-identified vehicle.

9. Legal Representation.

- The Claimant is not represented by an attorney in this matter. However, Claimant has been given the opportunity and understands their right seek and consult with an attorney regarding the contents of this Agreement. The Claimant understands that an attorney could read this Agreement and explain the contents to Claimant. The Claimant acknowledges entering into this Agreement freely and voluntarily, without legal counsel. Each party agrees to be responsible for its own attorney's fees and costs, if any, arising from the seizure and/or recovery of the Property.

- The Claimant is represented by an attorney in this matter, who has read this Agreement and explained the contents to the Claimant. The Claimant acknowledges entering into this Agreement freely and voluntarily. Each party agrees to be responsible for its own attorney's fees and costs, if any, arising from the seizure and/or recovery of the Property.

10. Criminal Charges. The Claimant agrees and understands that this Agreement does not resolve or have any impact or effect upon the prosecution or resolution of any pending criminal charge or case arising from the arrest from which the seizure of the above-identified Property was made.

11. Miscellaneous.

- A. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

- B. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the

benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

- C. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.
- D. Amendments to Agreement. The parties agree that no modifications, amendments, or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- E. Assignability. Unless otherwise permitted herein, neither party shall assign this Agreement.
- F. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.
- G. Severability. In the event any court holds any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions remain valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant will not be construed as a waiver of a subsequent breach by the other party.
- H. Legal Fees. If any legal action must be taken to enforce this Agreement, the prevailing party shall recover its legal fees and costs associated with enforcement of the Agreement. The non-prevailing party agrees to payment of such fees.
- I. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The Claimant shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

(This section intentionally left blank. Signatures appear on next page.)

By: _____
Claimant _____ Date _____
(Print Name)

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____ 20___, by _____.

Notary Public/Sworn Police Officer, Badge #

___ Personally Known OR ___ Produced Identification
Type of Identification Produced _____

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates identified below.

Date: _____

CITY OF NORTH PORT, FLORIDA

[insert current City Manager]
CITY MANAGER

ATTEST

[insert current City Clerk]
CITY CLERK

[insert current Chief of Police]
CHIEF OF POLICE

APPROVED AS TO FORM AND CORRECTNESS

[insert current City Attorney]
CITY ATTORNEY