

MEMORANDUM OF UNDERSTANDING

This memorandum memorializes the agreement made between the Clinton Police Department (CPD) and the District 2 District Attorney's Office (DA's Office), which consists of Custer, Washita, Beckham, Roger Mills and Ellis Counties, regarding the seizure/forfeiture of property pursuant to Title 63 of the Oklahoma Statutes.

1. DURATION OF AGREEMENT

1.1. This agreement shall be in effect beginning the 1st day of June, 2023, through the 30th day of June, 2024. Thereafter, this agreement may be automatically renewed for successive one-year periods, unless terminated in writing.

1.2. This agreement can be terminated at any time by either party, with or without cause, upon tendering a written 30-day notice of termination sent by certified mail to the other party.

2. SCOPE OF THE AGREEMENT

2.1. It is the intent of this Memorandum of Understanding to formalize the cooperative relationship between CPD and the DA's Office, in order to define the asset sharing of any seizures/forfeitures derived from certain CPD cases arising in the jurisdiction of District 2.

2.2. This Memorandum of Understanding is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise, by any third party against the parties, their agencies, the State of Oklahoma, or the officers, agents, employees, or other associated personnel thereof.

3. SEIZURE PROCEDURES AND OVERALL FUNDING

3.1. Any and all assets, in any form, including currency, shall be kept in the custody and control of CPD.

3.2. CPD shall follow CPD policy and procedures to confirm amounts, transfer custody of assets to CPD property custodians and/or fiscal division representatives and provide for deposit in the appropriate CPD account.

3.3. Seized vehicles shall remain in CPD's custody until sold and then the proceeds after sale will be divided in the same manner as currency.

3.4. After seizure, if CPD requests assistance by the DA's Office in the forfeiture action, the DA's Office will evaluate the case and determine if a forfeiture action will be filed. Once filed, the DA's office is responsible for providing legal services including but not limited to pleadings, motions, discovery, briefs, and representation at hearings and/or trial on any forfeiture action initiated by the DA's Office under this memorandum of understanding.

3.5. CPD agrees to, in a timely manner, forward or cause to be forwarded all records of information that may be necessary for the DA's Office to perform any of the duties pursuant

to the provision of this memorandum of understanding. If requested, the DA's Office shall provide timely updates on the status of the case to the CPD.

3.6. Successfully forfeited assets will be divided as follows:

3.6.1. If uncontested and taken by default: thirty percent (30%) to the DA's Office for legal fees and representation, seventy percent (70%) to CPD.

3.6.2. If contested: the parties shall split the proceeds equally, fifty percent (50%) to the DA's Office for legal fees and representation, fifty percent (50%) to CPD, for up to the first \$100,000.00 of the forfeiture. Any proceeds over \$100,000.00 shall then be split thirty (30%) to the DA's Office and seventy percent (70%) to CPD.

Example – CPD requests DA's Office file a forfeiture on \$150,000. If contested, the split would be:

DA's Office – $(\$100,000 \times 50\%) + (\$50,000 \times 30\%) = \$65,000.$

CPD – $(\$100,000 \times 50\%) + (\$50,000 \times 70\%) = \$85,000.$

3.7 Any and all expenditures incurred, i.e. postage expenses, publication notices, etc., shall be borne by CPD out of their share and reimbursed to the DA's Office.

3.8 In the event the District Attorney's Office is unsuccessful in securing a judgment of forfeiture, and the opposing party is awarded attorney fees, CPD will be responsible for one half (50%) of the payment of the awarded attorney fees and the District Attorney's Office will be responsible for one half (50%) of the payment of the awarded attorney fees.

3.9 The DA's Office has final settlement authority but will consult with CPD as time allows.

3.10 In the event that other law enforcement agencies are involved in seizures, successfully forfeited assets will be divided pursuant to the applicable memorandum of understanding.

3.11 Any disputes will be mediated pursuant to Title 63 O.S. §2-506(L).

4. NO THIRD PARTY BENEFICIARIES

It is not the intention of this agreement to create any rights in any third parties.

5. NO ASSIGNMENTS

This agreement is not assignable or amendable except upon prior written consent of the parties.

6. COMPLETE AGREEMENT

This is intended to be the complete agreement and no verbal or outside agreements unless in writing and endorsed by all parties shall be considered.

7. MULTIPLE ORIGINALS

Multiple original copies of this agreement shall be made. Each shall be treated as the original.

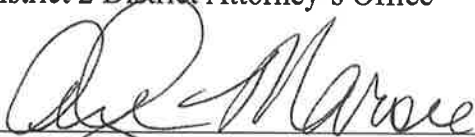
This agreement is approved and entered into by the following entities:

Clinton Police Department

Chief

Date

District 2 District Attorney's Office



District Attorney



Date