

**MEMORANDUM OF UNDERSTANDING
CIVIL/CRIMINAL ASSET FORFEITURES**

This memorandum of understanding is made and entered into this _____ day of January 2025, by and between the City of Lawton, Oklahoma, (hereinafter “CITY”), the City of Lawton Police Department (hereinafter “LPD”) and the Office of the District Attorney for the Fifth District of Oklahoma (hereinafter, “DISTRICT ATTORNEY”).

WHEREAS, pursuant to the Uniformed Controlled Dangerous Substance Act, Oklahoma Statutes, Title 63, the LPD, in connection with its law enforcement duties, regularly seizes property subject to forfeiture; and

WHEREAS, pursuant to Title 63 Oklahoma Statutes § 2-506 *et seq.*, the DISTRICT ATTORNEY has routinely filed notice of seizure and intended forfeiture proceedings in District Court in an effort to secure an Order of Forfeiture regarding the property seized by the LPD; and

WHEREAS, Oklahoma law provides that in any forfeiture proceeding in which the defendant or claimant prevails, the court may order the plaintiff processing the seizure and forfeiture to pay reasonable attorney fees, costs of litigation and interest that would have been earned from funds subject to seizure and forfeiture actions; and

WHEREAS, it is in the best interest of the CITY and the LPD to have the DISTRICT ATTORNEY continue to file forfeiture proceedings.

NOW, THEREFORE, the parties hereby agree as follows:

1. Term. The terms of this MOU shall be effective from the date hereof until the MOU is terminated, in writing, by either party.
2. Termination. Either party may terminate this MOU upon thirty (30) days written notice to the other party. In the event the agreement is terminated, the DISTRICT ATTORNEY, agrees to process any pending forfeiture actions to completion, and the CITY and the LPD agree to hold the DISTRICT ATTORNEY harmless pursuant to the terms herein for said pending actions to the extent allowable under Oklahoma law.
3. Agreement. Parties agree that the CITY and the LPD will continue to forward cases for forfeiture proceedings to the DISTRICT ATTORNEY and the DISTRICT ATTORNEY will continue to process said cases pursuant to and under the authority of Title 63 Oklahoma Statutes § 2-506 *et seq.* unless and until this agreement is terminated by either party.
4. Possession and storage of seized assets. Parties agree and understand that the CITY and the LPD shall safely and securely keep and maintain all seized assets of whatever in nature, in its possession as evidence until such time as the forfeiture and criminal cases are adjudicated and final orders issued, or as otherwise directed by the Court.

4.1 Successfully forfeited assets will be divided as follows:

1. For monetary forfeitures, fifty percent (50%) to the DISTRICT ATTORNEY, and fifty percent (50%) to the LPD from all monetary forfeitures filed on or after December 1st, 2022.
2. For vehicles or equipment forfeited on or after December 1st, 2022, the LPD may retain for its official use for a period of no more than twenty-four (24) months. After the proscribed period, the forfeited property will be disposed of and the proceeds will be divided equally, with fifty percent (50%) to the DISTRICT ATTORNEY, and fifty percent (50%) to the LPD. Alternatively, if LPD determines that retaining the forfeited vehicle or equipment is in their best interests for a longer period then it may do so conditioned upon paying the DISTRICT ATTORNEY half (50%) of the fair market value of the vehicle or equipment upon receipt. Fair market value of vehicles will be determined by the value assigned to the make, model, year and condition of the automobile listed in the Kelley Blue Book. LPD is entitled to all of the proceeds (100%) for the sale of any equipment or vehicle in which it pays the DISTRICT ATTORNEY half the fair market value up front.

4.2 Any and all expenditures incurred on or after December 1st, 2022, i.e. postage expenses, publication notices, etc., shall be borne by the LPD out of their share and reimbursed to the DISTRICT ATTORNEY.

5. Use of Forfeited assets. The CITY and the LPD agree that one hundred percent (100%) of the forfeited assets will be used to further enforcement of controlled dangerous substances laws, drug abuse prevention and drug abuse education pursuant to Title 63 Oklahoma Statutes § 2-506 *et seq.* Upon request of the DISTRICT ATTORNEY, the CITY and the LPD shall provide timely updates to the DISTRICT ATTORNEY on how the forfeited assets are being utilized by the LPD. The DISTRICT ATTORNEY agrees to give the CITY and the LPD a reasonable amount of time to provide the requested information.
6. Liability. CITY agrees that in the event a defendant or claimant prevails in any forfeiture proceeding filed by the DISTRICT ATTORNEY on behalf of the LPD pursuant to Title 63 Oklahoma Statutes §2-506 *et seq.* and a court orders any of the following to be paid to the defendant or claimant from funds generated by seizures and forfeiture actions, that the CITY and the LPD will hold harmless the DISTRICT ATTORNEY for any such attorney's fees, costs of litigation, or interest as listed above, and will pay such ordered attorney's fees, costs of litigation, or interest from funds generated by seizure and forfeiture actions in accordance with Title 63 Oklahoma Statutes §2-506 *et seq.*, to the extent allowable under Oklahoma law.
7. Assignment. This MOU is not assignable.
8. Amendments. This MOU may be amended only by written agreement of the parties, as may be required by a change in circumstance or amendments to Title 63 as it pertains to seizure and forfeiture of assets or amended by operation of law to the extent that Title 63, Public Health and Safety, is amended by State government.
9. Extending the Term of this Agreement. The agreement be may extended by the mutual assent of the parties for three (3) successive one (1) year periods if the parties are agreeable

and manifest their mutual intent to extend the agreement in writing.

10. Entire Agreement. This is the entire MOU of the parties and no statements or representations made outside this MOU shall have any effect on the parties.

The parties having read and understood the foregoing terms of the MOU and do, by their respective signatures dated below, hereby agree to the terms thereof.

CITY OF LAWTON, OKLAHOMA
A municipal corporation

OFFICE OF THE DISTRICT
ATTORNEY, 5TH DISTRICT

Stan Booker, Mayor

Kyle Cabelka, District Attorney

Date

Date

James Smith, Lawton Chief of Police

Date

Approved as to form and legality this _____ day of _____, 2024

John R. Andrew, Lawton City Attorney

Date