

**OKLAHOMA COUNTY DISTRICT ATTORNEY
ASSET FORFEITURE PROCEEDS SHARING & PROPERTY DISPOSITION
AGREEMENT**

I. AUTHORITY FOR AGREEMENT

The statutory authority granted in 21 O.S. §2001 & §2002 allows any commissioned peace officer to seize any currency, negotiable instrument, monetary instrument, equipment or property used or involved in, used to facilitate, delivered from or traceable to the commission of any felony or misdemeanor in Oklahoma. This statute will cover and govern most non-drug related seizures and forfeitures. For forfeitures brought under Title 21 O.S. §2001 & 2002, the fee split is set by statute with 50% going to the District Attorney and 50% going to the Recovering Agency and applies to most non-drug-related seizure and forfeitures. If another more specific forfeiture statute is involved, the fee split will be determined as allowed by statute.

As for drug-related asset seizures and forfeitures, the District Attorney of Oklahoma County has the statutory authority, pursuant to 63 O.S. § 2-506(L)(3), to enter into an agreement to share a percentage of the proceeds of drug asset forfeitures with municipal, county or state agencies involved in the seizure of drug assets.

The statutory authority granted in 63 O.S. §2-506(L)(3) is discretionary. The District Attorney is not required to share proceeds in any case. This agreement sets forth the conditions under which the Oklahoma County District Attorney will conduct forfeitures and share proceeds between the parties to this contract. This contract agreement is to set the fee share agreement on all Title 63 asset forfeitures and all other forfeitures to which the statutes do not already apply a set fee split schedule as set forth below in Part IV below.

II. PARTIES TO THE SHARE CONTRACT & DUTIES

This contract is voluntarily entered into by the following Parties: The **Oklahoma County District Attorney's Office**, (hereafter referred to as the "District Attorney") and **Oklahoma County Sheriff's Office** ____, (hereafter the "Recovering Agency"). The District Attorney will file the civil forfeiture case and prosecute the case to its final outcome. The Recovering Agency will deliver the full amount of the cash proceeds seized by check or warrant to the District Attorney for deposit into a special account designated for drug forfeiture monies. The District Attorney will provide a receipt and will perform all accounting regarding expenses and calculate the share split after all allowable expenses are paid.

The Recovering Agency shall provide all necessary civil forfeiture paperwork required to file the case including but not limited to photographs, police reports, probable cause affidavits, receipts, and contact information for all interested arrestees and claimants to the seized property.

No outcome or recovery of property or proceeds is guaranteed. Any proceeds obtained through the civil forfeiture case will be distributed as set forth in this contract or as otherwise allowed by statute.

The District Attorney reserves the right to elect which forfeiture statute to file the case under based upon the facts and circumstances of the case. The statute under which the forfeiture is filed will govern the fee share either in accordance with statute or this contract.

III. COSTS OF ASSET FORFEITURES

a). Allowable Costs to be paid and deducted from seized asset proceeds prior to shared proceed distribution.

All actual expenses of preserving the property and all legitimate litigation expenses related to the drug asset forfeiture proceedings shall be deducted and paid by the District Attorney from the proceeds of the drug asset forfeiture before the proceeds are distributed to any of the parties under this agreement.

The actual costs of preserving the property include but are not limited to storage fees and all costs, fees, advertising services, etc. incurred and associated with the sale or auction of any forfeited property (such as vehicles).

Actual expenses of litigation include but are not limited to the costs of service of summons of the litigation on Claimants, the cost of publication notices incurred (if any) and the costs incurred in discovery, such as deposition and production of documentation fees, costs and services.

The Recovering Agency shall be responsible for storing the seized property. If a cost is incurred in storing the seized property, the Recovering Agency shall immediately notify the District Attorney of the location of the stored property and of all applicable storage rates for the stored property so it can be paid prior to distribution to the parties under this contract.

b). Costs to be borne by the parties that will not be deducted prior to distribution of shared proceeds under this contract.

The costs incurred during the actual seizing of drug assets shall be the sole responsibility of the Recovering Agency. These costs shall include the actual costs of towing, and any repair or restoration costs necessary to secure the seized property. These costs should not be deducted from the seized proceeds prior to distribution under the share agreement contained in this contract. After the allowable costs are deducted and shared proceeds are distributed to the parties, the Recovering Agency may use any and all portions of its distributed proceeds to recoup these costs.

The cost of litigation services provided in a drug asset forfeiture case filed of record shall be provided for by the District Attorney. These litigation services shall include the

time of legal and support staff, the value of office supplies and use of office equipment needed to file and prosecute the civil forfeiture action to final resolution. These costs should not be deducted from the seized proceeds prior to distribution under the share agreement contained in this contract. After the allowable costs are deducted and shared proceeds are distributed to the parties, the District Attorney may use any and all portion of its distributed proceeds to recoup these costs.

c). *Distribution to Civil Forfeiture Claimants and other parties:*

Any payment made by the District Attorney to a bona fide or innocent purchaser, or a conditional sales contractor, for his or her lawful interest in the seized property, is not considered a litigation cost of the forfeiture action. This will be deducted prior to share distribution under this contract.

IV. DISTRIBUTION OF PROCEEDS

In drug asset forfeiture cases and other asset forfeiture cases where the share percentage of the proceeds is not determined by statute, the District Attorney will receive a share of the forfeited proceeds as compensation for attorney services provided to the Recovering Agency either in accordance with statute or the terms of this agreement, whichever is applicable based on the type of case presented for filing. Regarding cases brought under Title 63, the District Attorney and the Recovering Agency agree to share the proceeds of drug asset forfeitures resulting from lawful seizures made during criminal investigations conducted by the Recovering Agency in the following manner:

1. The parties understand and agree that the District Attorney shall first deduct and retain the actual costs of the forfeiture costs of litigation for payment of the same before the split-share is calculated. An accounting of costs and expenses will be maintained by the District Attorney's Office and disclosed on the closeout paperwork.
2. In cases where the amount seized total \$500.00 to \$3,000.00, the District Attorney will retain 100% of the forfeited proceeds as compensation for litigation services provided to prosecute the civil forfeiture case.
3. In uncontested cases where over \$3,000.00 is seized, seventy-five percent (75%) of the proceeds realized from the drug asset forfeiture, after deducting costs and expenses of the forfeiture, shall be paid to or retained by the Recovery Agency and twenty-five (25%) of the proceeds realized shall be retained by the District Attorney for litigation services for litigation services provided to prosecute the civil forfeiture case.

V. VALUE THRESHOLDS FOR ACCEPTING A CIVIL FORFEITURE CASE

The District Attorney retains the right to reject the filing of Civil Forfeitures Case submissions from the Recovering Agency if the documentation is not sufficient or the value

of the property seized is too low. The case filing thresholds that will apply to the parties to this contract are set forth below. Cases falling below these established thresholds should not be submitted to the District Attorney for filing:

1. In cases where the proceeds seized total less than \$500.00.
2. In cases where a vehicle or multiple vehicles are involved, the District Attorney will only accept the case for civil forfeiture filing if the vehicle has no lien or the equity in the vehicle(s) is over \$10,000.00.
3. Vehicles in which there is an active lien will not be accepted for forfeiture unless the Recovering Agency agrees to pay the lienholder off in full prior to the conclusion of the litigation. Such a payoff will be recouped by the Recovering Agency from the distribution of shared proceeds that occurs after allowed cost deductions.

VI. DISPOSITION OF FORFEITED VEHICLES

a. Vehicle Sales:

All vehicles seized and forfeited shall be sold within a reasonable time following a court order authorizing the forfeiture and sale. The District Attorney's Office will handle the advertising and sale of seized vehicles. All forfeited vehicles shall be sold in a manner consistent with the Uniform Controlled Dangerous Substance Act, and the proceeds from the sale shall be distributed to pay any court-ordered distributions to a bona fide or innocent purchaser, conditional sales vendor or mortgagee of the property, to pay expenses incurred in the sale of the vehicle (to include but not limited to the commission fee charged by the company conducting the auction, replacement parts or maintenance on the vehicles to prepare vehicles for auction, and publication costs associated with publishing notice of the auction), to pay expenses associated with prosecuting the forfeiture action. The remaining balance of proceeds from the sale of vehicles shall be distributed in the manner described below under Distribution of Proceeds.

b. Vehicles into Service

In the event specific circumstances warrant retaining a vehicle for official use by the District Attorney or the Recovering Agency, the parties may enter into a written agreement to retain said vehicle for official use. A vehicle can only be put into use by the District Attorney or the Recovering Agency that recovered that specific vehicle. A different agency who wants to use a seized vehicle that it did not recover will have to bid on that vehicle at auction. Placing a vehicle into service requires both the District Attorney and the Recovering Agency to agree to the vehicle being retained for official use. A Vehicle Service Agreement must be made between the parties in writing and occur prior to an order being issued in the forfeiture case. If the parties cannot reach an agreement on the use of the vehicle or terms of the service agreement, the vehicle shall be sold and will not be retained for official use. Any vehicle retained for official use shall be disposed of

or sold after service of the vehicle is discontinued in accordance with the written agreement between the parties for the vehicle's retention and official use.

VII. DISPOSITION OF FORFEITED GUNS

All guns, firearms, weapons, and ammunition seized and forfeited to the State, shall be disposed of as follows:

1. All firearms, guns, ammunition and weapons seized shall be retained and held by the Recovering Agency while the Forfeiture is pending and referred to in the civil forfeiture proceeds by the make, model, and serial number when applicable. Such seized items will be referred to in the forfeiture proceedings as the Defendant Firearm(s).
2. Once a final order of forfeiture is obtained from the Court, all Defendant Firearm(s) shall become the property of the State *ex rel*, the Oklahoma District Attorney's Office.
3. Except for 9 mm ammunition, which may be turned over by the Recovering Agency to the Chief Investigator for the District Attorney upon request, all Defendant Firearms and Ammunition shall be scheduled for destruction within 90 days of the receipt of the Order of Forfeiture by the Recovering Agency.
4. Any 9 mm ammunition turned over to the District Attorney Chief Investigator will be logged and placed into service for training purposes by the District Attorney's Investigators.
5. The Recovering Agency, by and through this agreement, has permission and approval from the District Attorney to remove said Defendant Firearms and Ammunition seized from their property lockup and transport them to a facility for the purpose of destroying all Firearms and Ammunition forfeited to the District Attorney's Office in accordance with the Order of Forfeiture.
6. Prior to destruction, all Defendant Firearms will be entered into the National Integrated Ballistic Information Network (NIBIN) system by the Recovering Agency.
7. Within sixty (60) days after the destruction of the Defendant Firearms and Ammunition, the Recovering Agency shall provide a report to the District Attorney's Office confirming the date, location, and manner of destruction of the Defendant Firearms and Ammunition.

VIII. LIQUIDATION PROCESS FOR SEIZED PERSONAL PROPERTY

Other personal property that is and may be forfeited to the State of Oklahoma by final order of the Court may be liquidated, placed into service and/or destroyed based upon

the discretion of the District Attorney's Office by either the District Attorney's Office or the Recovering Agency as allowed by law according to the following procedure:

1. All personal property seized in a civil forfeiture proceeding (other than vehicles and guns) will be described in the civil forfeiture proceedings and will be retained in the Recovering Agency's property lockup.
2. Once a final order of forfeiture is obtained from the Court, a copy of the order will be delivered to the Recovering Agency. The Court Order will give ownership of the seized and forfeited property to the State, *ex rel.* District Attorney, who will determine the best course of action for the destruction, sale or disposal of the property in accordance with civil forfeiture laws and state property rules and regulations.
3. The Recovering Agency or the DA may enter into an agreement to retain the personal property and put it into service as allowed by law and will enter into an agreement for service of the item. Once the item is no longer needed for in-service use, it may be destroyed or sold by the agency in possession of the item in accordance with their internal policies and procedures.
4. Property that the parties agree is not valuable enough to be placed into service or sold, may be destroyed by the Recovering Agency with permission of the District Attorney, who will provide written instructions to the Recovering Agency for the destruction so that it is carried out in accordance with the applicable rules and regulations and order of forfeiture.
5. The District Attorney will either sell the property and liquidate the property to cash proceeds or agree in writing with the Recovering Agency to sell the property. The sale of property shall comply with all state rules and regulations for the sale of seized property. The proceeds from the sale of such personal property will be deposited into the appropriate District Attorney civil forfeiture account and the proceeds distributed in the percentages and method of accounting set forth in this Share Agreement.

IX. DISTRIBUTION OF SEIZED ASSET PROCEEDS

The District Attorney will receive a share of the forfeited proceeds as compensation for the attorney's services provided to the Recovering Agency as described under the terms of this contract. The District Attorney and the Recovering Agency agree to share the proceeds of drug asset forfeitures resulting from lawful seizures made during criminal investigations conducted by the Recovering Agency in the following manner:

1. The parties understand and agree that the District Attorney shall first deduct and retain the actual costs of the forfeiture costs of litigation for payment of the same before the split-share is calculated. An accounting of costs and

expenses will be maintained by the District Attorney's Office and disclosed on the closeout paperwork.

2. In cases where the amount seized total \$500.00 to \$3,000.00, the District Attorney will retain 100% of the forfeited proceeds as compensation for litigation services provided to prosecute the civil forfeiture case.
3. In uncontested cases where over \$3,000.00 is seized, seventy-five per cent (75%) of the proceeds realized from the drug asset forfeiture, after deducting costs and expenses of the forfeiture, shall be paid to or retained by the Recovery Agency and twenty (25%) of the proceeds realized shall be retained by the District Attorney for litigation services for litigation services provided to prosecute the civil forfeiture case.
4. In contested cases where over \$3,000.00 is seized and the case goes to trial resulting in the seized money being returned to one or more Claimants, all litigation costs, including any attorneys' fees the court orders to be paid to Claimant, shall be borne by the Recovery Agency.

X. DISMISSAL, SETTLEMENT AGREEMENTS AND OPPOSING PARTY ATTORNEYS' FEES

All litigation involves risk. In Title 63 civil forfeitures, if the State goes to trial on the merits and loses the civil forfeiture case, the statute allows for a successful claimant who defeats the State's civil forfeiture to recover his or her costs and attorneys' fees. There is no attorney fee statute in Title 21 or other civil forfeiture statutes so the risk of incurring the opposing party's fees and costs will only occur in cases brought under Title 63 drug forfeiture statutes. All Recovering Agencies are on notice that in the event the Civil Forfeiture goes to trial and the State loses the case, attorneys' fees and costs could be assessed against the State.

1. The District Attorney's Office will keep the Recovering Agency updated on the status of litigation in contested cases where over \$3,000.00 is subject to forfeiture. During litigation, civil discovery may be conducted, and the Recovering Agency will be expected to participate fully in discovery, trial prep and trial proceedings.
2. During discovery, evidence will be gathered that may change the risk assessment of success at trial. When this occurs, the District Attorney will consult with the Recovery Agency and provide the Recovering Agency with a legal risk assessment.
3. No case will go to trial prior to the Recovering Agency being provided with a legal recommendation about settlement, dismissal or trial.

4. No case will be taken to trial without the express written consent of the Recovering Agency after the provision of the District Attorney's litigation risk assessment. Such consent to proceed to trial shall be given to the District Attorney by a person or individual with authority to make litigation decisions and bind the Recovering Agency.
5. If a contested case goes to trial and court orders the money to be returned to the Claimant, there will be no fee share split or recovery of costs.
6. If a contested case goes to trial and the court orders the State to pay all litigation costs, including any attorneys' fees to the successful Claimant, the attorney's fees and costs of the successful Claimant will be borne by the Recovering Agency. In the event this occurs, the District Attorney shall be responsible for the State's own litigation costs and expenses and will receive no attorney fee for representation.

EXTENT OF AGREEMENT

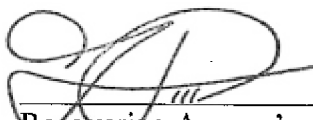
This civil asset forfeiture sharing agreement pertains only to drug and other asset seizures made in Oklahoma County by the Recovering Agency. This Agreement will not cover seizures made by any multiple agency actions or task force that are not covered by this agreement.

The District Attorney shall retain sole discretion over the filing, settlement and disposition of all submitted and filed asset forfeiture cases but shall consult with and otherwise notify the Recovery Agency regarding any major litigation decisions regarding settlement and trial prior to it becoming final or binding.

XI. EFFECTIVE DATE OF AGREEMENT

This agreement shall become effective on the 1st day of August, 2026, and shall remain in effect until expressly revoked, in writing, by either party named in this agreement, and shall apply to any and all forfeiture actions hereafter, without regard to the date the property was seized.

Mykel Fry, First Assistant District Attorney for Oklahoma County DATE
Signing for Vicki Zemp Behenna, District Attorney for Oklahoma County



Recovering Agency's Authorized Signatory Representative
PRINT NAME: Tommie Johnson III, Sheriff

07/30/2026

DATE

APPROVED this _____ day of _____, _____

Board of County Commissioners
Oklahoma County, Oklahoma County

_____ Chair

_____ Member

_____ Member

Approved as to form and legality on behalf of Oklahoma County:

Assistant District Attorney

ATTEST: _____
Deputy County Clerk