

MEMORANDUM OF AGREEMENT BETWEEN
THE PROSECUTING ATTORNEY, FRANKLIN COUNTY, OHIO AND
CITY OF COLUMBUS, OHIO POLICE DIVISION

PURSUANT TO Revised Code Sections 2925.42, 2925.43, and 2933.43, the Prosecuting Attorney, Franklin County, Ohio (hereinafter "Prosecuting Attorney") and the Chief of Police of the City of Columbus, Ohio Police Division (hereinafter "Police") are authorized to enter into an Agreement for distribution of proceeds derived from seizures of assets during criminal investigations and actions in forfeiture and the parties acknowledge that they have complied with the requirement for the establishment of law enforcement trust funds to retain such proceeds.

The parties, wishing to enter into a revised agreement for the equitable distribution of the aforementioned proceeds relating to criminal investigations and criminal, civil and juvenile proceedings, on this 15th day of October, 2003, agree as follows:

GENERAL PROVISIONS

1. Any criminal investigation in which the Prosecuting Attorney has been consulted and/or involved or any criminal complaint or complaint that a person is a delinquent minor initiated in Franklin County, Ohio by the Police resulting in an appearance at an initial appearance or preliminary hearing by the Prosecuting Attorney or presentment of such case before the Franklin County Grand Jury shall cause the Police and the Prosecuting Attorney to have an interest in any real and/or personal property and/or monies seized as a result of the criminal conduct or delinquency offenses whether or not a court proceeding ensues, and such interest shall continue, remain and otherwise inure to the benefit of the parties, unless expressly waived thereby, subject to the terms of distribution agreed to and provided herein.

2. Where an investigation or proceeding identified in paragraph one (1) is initiated, the Police shall provide all property slips and sworn testimony, and where applicable, a sworn affidavit, and providing therein a listing of any and all real and/or personal property and/or monies seized upon the execution of a search warrant or arrest that is the subject of, or related to, the proceeding, and a listing of any other property and/or monies seized by the Police that is the subject of the criminal complaint or crimes related thereto, whether or not such criminal defendant or co-defendant(s) claim a right, title or interest in such property or monies.

3. In the event real and/or personal property or monies that are the subject of a criminal investigation or state court proceedings as identified in paragraph one (1) result in an indictment wherein such property or monies are specified as subject to forfeiture, or the filing of a civil forfeiture action by the Prosecuting Attorney, the parties shall bear their own expenses and costs as provided by law.

4. Unless otherwise specified below, and subject to the provisions of paragraph one (1), the parties shall be entitled to any and all monies, and the proceeds from any and all personal and/or real property, based upon the following formula: seventy-five percent (75%) to the Police and twenty-five percent (25%) to the Prosecuting Attorney. The parties retain the right to accept, in lieu of any and all monies derived therefrom, the personal and/or real property that is the subject of distribution upon agreement of the value thereof and under any additional terms of distribution as agreed to by the parties.

5. In the event any real and/or personal property and/or monies identified in paragraph two (2) are the subject of federal forfeiture proceedings either administratively or before a federal court of the United States, and the Police have consulted/involved the Prosecuting Attorney regarding the investigation or causes a proceeding to be initiated in state court, as identified in paragraph one (1) relating to the same property and/or monies, the Police agree that the Prosecuting Attorney shall be entitled to the Prosecuting Attorney's share of the proceeds of the property and/or monies as they relate to such criminal activity as if the same were the subject of forfeiture in a state court proceeding under the terms of the agreement herein.

ABANDONED PROPERTY

6. Any property and/or monies seized as a result of any criminal investigation in which the Prosecuting Attorney has been consulted and/or involved in which the suspect, defendant, and/or co-defendant(s) does not claim a right, title or interest shall be fully disclosed to the Prosecuting Attorney and shall not be declared or alleged to be abandoned property or monies unless agreed to by the parties, whether or not such property and/or monies were in the possession, custody, and/or control of the individual who is the subject of the criminal investigation or complaint, or whether any service is obtained in a civil forfeiture proceeding, and the same shall be disbursed as follows: fifty percent (50%) to the Police and fifty percent (50%) to the Prosecuting Attorney, and also under the following terms:

A. The value of the property shall be determined by an appraisal method agreed to by the parties (which appraisal shall reflect normal depreciation due to time only), effective as of the date of seizure. Nothing in this agreement shall negate the legal obligation of the Police to keep the property in the same condition as it was on the date of the seizure.

B. The value of the property shall be provided to all parties as soon as is practical.

C. The storage and maintenance of the property shall be determined by a method agreed to by the parties. Prior to the commencement of a civil forfeiture proceeding, the Police shall advise the Prosecuting Attorney in writing as to whether the Police desire to retain the property for use by the Police and the parties may thereupon agree to the use of the property for such purpose. In the event the property is not retained by the Police for use by the Police, the Police shall present the property for public sale after the entry of forfeiture.

D. The cash value to which the Prosecuting Attorney is entitled under the terms of distribution shall be presented to the Office of the Prosecuting Attorney in the form of cash or negotiable instrument, along with proof of the sale price of the property, within thirty (30) days of receipt of an invoice from the Prosecuting Attorney, or if the parties have reached an agreement under the terms of paragraph C, the cash value shall be credited to the Prosecuting Attorney under the terms set forth in paragraph E.

E. Where the Police desire to use the property pursuant to paragraph C, the Prosecuting Attorney shall be entitled to the percentage value of the property as if the same were sold at the estimated value of the property in paragraph A, *which value is to be determined as of the date of seizure*, and the Police shall forward such cash value to the Prosecuting Attorney within thirty (30) days from receipt of an invoice from the Prosecuting Attorney, unless otherwise agreed to by the parties.

F. If the Prosecuting Attorney wishes to take sole possession of any property seized under this agreement, the parties may agree to the use of the property in such manner with the cash value of the property thereby being paid to the Police under the same terms as set forth in paragraph E.

G. This section shall not apply in any proceeding regarding the abandoned property so long as the Prosecuting Attorney has not been consulted and/or involved, and in which the Columbus City Attorney/Prosecutor's Office processes the all paperwork associated with the abandoned property.

VEHICLES

7. Any and all vehicles seized by the Police that relate to a criminal and/or civil proceeding under the terms of this agreement shall be subject to sale and the distribution of such proceeds of sale under the same terms as provided in paragraph four (4) and also under the following terms:

A. The value of the vehicle shall be determined by reference to the "black book" value of the vehicle (published by the National Automotive Research) effective as of the date of the seizure.

B. The value of the vehicle and a full and complete description thereof, including the mileage, general condition, options therein and other information necessary to determine the value shall be provided to the Prosecuting Attorney at the time the information contained in paragraph two (2), above is forwarded to the Prosecuting Attorney.

C. The Police shall retain such property in storage for non-use until the property is declared forfeited or released to the owner thereof on bond. Prior to the

commencement of a civil forfeiture proceeding, the Police shall advise the Prosecuting Attorney in writing as to whether the Police desire to retain the vehicle for use as a Police vehicle and the parties may thereupon agree to the use of the vehicle for such purpose. In the event the vehicle is not retained by the Police for use by the Police, the Police shall present the vehicle for public sale after the entry of forfeiture.

D. The cash value to which the Prosecuting Attorney is entitled under the terms of distribution shall be presented to the Office of the Prosecuting Attorney in the form of cash or negotiable instrument, along with proof of the sale price of the vehicle, within thirty (30) days after receipt of an invoice from the Prosecuting Attorney, or if the parties have reached agreement under the terms of paragraph C, the cash value shall be credited to the Prosecuting Attorney under the terms set forth in paragraph E.

E. Where the Police desire to use a vehicle pursuant to paragraph C, the Prosecuting Attorney shall be entitled to the percentage value of the vehicle as if the same were sold at the estimated value of the vehicle in paragraph A, *which value is to be determined as of the date of seizure*, and the Police shall forward such cash value to the Prosecuting Attorney at the time that title to the vehicle transfers to the Columbus Police.

F. If the Prosecuting Attorney wishes to take sole possession of any vehicle seized under this agreement, the parties may agree to the use of the property in such manner with the cash value of the vehicle thereby being paid to the Police under the same terms as set forth in paragraph E.

REAL AND PERSONAL PROPERTY

8. Any other property seized by the Police that relates to a criminal and/or civil proceeding under the terms of this agreement shall be subject to sale, and the distribution of such proceeds of sale under the same terms as provided in paragraph four (4) and also under the following additional terms:

A. The value of the property shall be determined by an appraisal method agreed to by the parties, effective as of the date of seizure.

B. The value of the property shall be provided to all parties as soon as is practical.

C. The storage and maintenance of the property shall be determined by a method agreed to by the parties. Prior to the commencement of a civil forfeiture proceeding, the Police shall advise the Prosecuting Attorney in writing as to whether the Police desire to retain the property for use by the Police and the parties may thereupon agree to the use of the property for such purpose. In the event the property is not retained by the Police for use by the Police, the Police shall present the property for public sale after the entry of forfeiture.

D. The cash value to which the Prosecuting Attorney is entitled under the terms of distribution shall be presented to the Office of the Prosecuting Attorney in the form of

cash or negotiable instrument, along with proof of the sale price of the property, within thirty (30) days of receipt of an invoice from the Prosecuting Attorney, or if the parties have reached an agreement under the terms of paragraph C, the cash value shall be credited to the Prosecuting Attorney under the terms set forth in paragraph E.

E. Where the Police desire the use property pursuant to paragraph C, the Prosecuting Attorney shall be entitled to the percentage value of the property as if the same were sold at the estimated value of the property in paragraph A, *which value is to be determined as of the date of seizure*, and the Police shall forward such cash value to the Prosecuting Attorney within thirty (30) days from receipt of an invoice from the Prosecuting Attorney, unless otherwise agreed to by the parties.

F. If the Prosecuting Attorney wishes to take sole possession of any property seized under this agreement, the parties may agree to the use of the property in such manner with the cash value of the property thereby being credited to the Police under the same terms as set forth in paragraph E.

FINES

9. Any and all monies derived from fines imposed as they relate to the criminal convictions of a defendant who is subject to mandatory fines as provided in Revised Code Chapter 2925 shall be shared equally by the parties, fifty percent (50%) each to the respective funds.

MISCELLANEOUS PROVISIONS

10. The parties agree that all payments required under this Agreement shall be made within the time periods set forth above. Invoices which are not paid within the time period prescribed shall be subject to a late payment charge of 10% per year.

11. This agreement shall become effective immediately upon its signing, and shall govern the distribution of any property and/or monies that are presently the subject of any proceeding before the court; however, the execution of this agreement does not affect any disputed right, title or interest either party may have in proceeds of property and/or monies seized prior to the effective date of this agreement that have previously been the subject of a judgment entry.

12. The parties agree that circumstances not anticipated herein may arise, and that the Prosecuting Attorney and Police may agree to exceptions to this agreement, or amendments thereto, but that any and all exceptions or amendments shall be committed to written form and executed by the parties or their authorized representatives.

13. The Police and the Prosecuting Attorney agree to share all information regarding contraband and forfeitures and to cooperate fully in fulfilling the terms and conditions of this


agreement; that they will maintain a singular set of records relevant to any and all such contraband and forfeitures, and that they will fully disclose such records upon request of either party.

14. The use of the term "Prosecuting Attorney" shall mean the Prosecuting Attorney and/or his assistants, agents and/or assigns, and the use of the term "Police" shall mean the City of Columbus, Ohio Police Division, and its officers, agents and/or assigns.

15. The term of this Agreement shall commence on the date hereof and shall remain in effect for three (3) years, and shall thereafter automatically renew for successive one (1) year terms. This Agreement may be terminated by written notice provided thirty (30) days prior to expiration, but the provisions herein shall survive such termination until such time as a new Agreement is entered into by the parties.

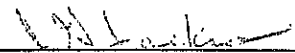
IN WITNESS WHEREOF, the parties hereby executed this agreement on this the 15th day of October, 2003.

PROSECUTING ATTORNEY
FRANKLIN COUNTY, OHIO

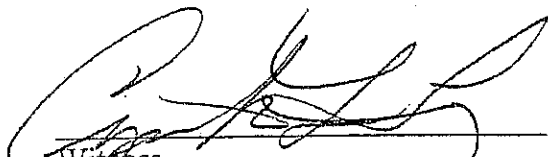


Ron O'Brien

CITY OF COLUMBUS, OHIO
POLICE DIVISION




Chief James G. Jackson



Witness

Witness



Witness

Witness