

**MEMORANDUM OF UNDERSTANDING BETWEEN MARION COUNTY
PROSECUTOR'S OFFICE AND METRO DRUG TASK FORCE
REGARDING FORFEITURES**

This Memorandum of Understanding Regarding Forfeitures (hereinafter referred to as "MOU") is hereby entered into between the Marion County Prosecuting Attorney (hereinafter "MCPO") and the Metro Drug Task Force (hereinafter "MDTF")

This MOU is intended by the parties to serve as the agreement between MCPO and MDTF relating to the forfeiture of any real or personal property seized by any officer of MDTF.

The parties agree as follows:

1. Any United States currency seized by any officer of MDTF, for purposes of forfeiture, shall be deposited and maintained by MDTF (through the IMPD Forfeiture Unit), in an account (hereinafter referred to as the INITIAL ACCOUNT). Said INITIAL ACCOUNT is to be established and maintained by MDTF and IMPD pursuant to provisions of any and all applicable state statutes and/or city ordinances. Such United States Currency shall be maintained in the INITIAL ACCOUNT until such time as a Court has issued an order regarding the disposition of such United States currency, pursuant to the provisions of I.C. 34-24-1-1 et seq. or I.C. 34-24-2-1 et seq., or until such time as MCPO has made a determination not to pursue or to dismiss a civil forfeiture action relating to such United States currency.
2. Any real or personal property, other than United States currency, seized by an officer of MDTF, shall be maintained and safeguarded by MDTF until such time as a Court has issued an order regarding the disposition of such real or personal property, pursuant to the provisions of I.C. 34-24-1-1 et seq. or I.C. 34-24-2-1 et seq., or until such time as as MCPO has made a determination not to pursue or to dismiss a civil forfeiture action relating to such personal property.
3. As soon as practicable after any real or personal property has been seized by any officer of MDTF, for purposes of forfeiture, the Forfeiture Coordinator for MDTF shall notify a designated representative of the Forfeiture Unit of MCPO of the desire of MDTF to commence a civil forfeiture action, pursuant to I.C. 34-24-1-1 et seq. or I.C. 34-24-2-1 et seq., with respect to such seized real or personal property. Thereafter, MCPO shall make a determination whether to file said forfeiture action with respect to such seized real or personal property.
4. If MCPO decides not to pursue a civil forfeiture action with respect to any real or personal property seized by any officer of MDTF, a designated representative of the

Forfeiture Unit of MCPO shall provide written notice to the designated representative of MDTF of the decision not to pursue a civil forfeiture action.

5. If MCPO initiates a civil action for forfeiture with respect to any real or personal property seized by any officer of MDTF, a designated representative of the Forfeiture Unit of MCPO shall provide written notice to a designated representative of MDTF of the commencement of such civil forfeiture action. Such written notice shall include:

- a. The case caption;
- b. The cause number;
- c. A description of the real and/or personal property that is the subject matter of the civil forfeiture action.

6. On or before the 15th day of each month, a designated representative of the Forfeiture Unit of the MCPO shall provide to a designated representative of MDTF a written summary of all filed civil forfeiture actions (relating to MDTF seizures) that have reached the final disposition during the previous month. Such monthly written summary shall include the following information for such civil forfeiture action that has reached final disposition:

- a. The case caption;
- b. The cause number;
- c. The disposition of the civil forfeiture action.

7. If a Court, in a civil forfeiture action relating to an MDTF seizure, issues an order forfeiting any United States currency, MCPO (through the IMPD Forfeiture Unit) shall direct, within thirty (30) days of receipt of the monthly summary from MCPO, transfer seventy percent (70%) of such forfeited United States currency from the INITIAL ACCOUNT to a forfeiture fund established for MDTF (hereinafter referred to as the MDTF STATE FORFEITURE FUND) and shall transfer thirty percent (30%) of such forfeited United States currency from the INITIAL ACCOUNT to a forfeiture fund established for MCPO (hereinafter referred to as the MCPO STATE FORFEITURE FUND). The MDTF STATE FORFEITURE FUND and the MCPO STATE FORFEITURE FUND shall be established and maintained pursuant to the provisions of any applicable state statutes and/or city ordinances, including, but not limited to, the Revised Code of the Consolidated City and County Sec. 283-225(a)(14).


8. That the sole amount of monies transferred to the MCPO STATE FORFEITURE FUND as a result of MDTF state civil forfeiture actions shall not exceed sixty-five thousand dollars (\$65,000.00) per calendar year. After the sum of \$65,000.00 has been paid to the MCPO STATE FORFEITURE FUND as a result of judgments from MDTF state forfeiture awards, one hundred percent (100%) of all MDTF state civil forfeiture proceeds shall be paid to the MDTF STATE FORFEITURE FUND.
9. If a court, in a civil forfeiture action, issues an order forfeiting any vehicle previously seized by MDTF, such order may, pursuant to I.C. 34-24-1-4, permit MDTF to use such vehicle for a period not to exceed three (3) years. MDTF shall, within sixty (60) days of receipt of the monthly summary from MCPO, provide written notification to a designated representative of the Forfeiture Unit of the MCPO of the intent of MDTF to use such forfeited vehicle for the period of time provided by I.C. 34-24-1-4.
10. MDTF shall maintain an inventory of all vehicles which have been forfeited pursuant to civil forfeiture actions and which are being used by MDTF, pursuant to the provisions of I.C. 34-24-1-4. MDTF shall provide a copy of such inventory of forfeited vehicles to a designated representative of the Forfeiture Unit of MCPO on or about January 1st and July 1st of each year.
11. The parties, acknowledge and understand that, pursuant to I.C. 34-24-1-4 and I.C. 34-24-2-2, a Court, in a civil forfeiture action, may order that certain forfeited real or personal property be sold at auction. Prior to any such forfeiture auction being held, a designated representative of MDTF shall provide to a designated representative of the Forfeiture Unit of MCPO a written list of all forfeited real and personal property that is to be sold at auction. Such written list of forfeited real and personal property to be sold at auction shall include the following information:
 - a. A description of each items of forfeited real or personal property to be sold at auction;
 - b. The case caption and cause number of the civil forfeiture action applicable to each item of forfeited real or personal property to be sold at auction.

12. Within thirty (30) days after any auction of any forfeited real or personal property, MDTF shall provide to a designated representative of the Forfeiture Unit of MCPO a copy of any report of such auction generated by or for the Sheriff of Marion County, which report indicates the sale price of each of the items of forfeited real or personal property that were sold at such auction.
13. Within thirty (30) days after the receipt of the net proceeds (as defined by I.C. 34-24-1-6) of the auction sale of any forfeited real or personal property, MDTF shall transfer seventy percent (70%) of such proceeds to the MDTF STATE FORFEITURE FUND and shall transfer thirty percent (30%) of said proceeds to the MCPO STATE FORFEITURE FUND. The provisions as outlined in Paragraph Eight of this MOU shall apply.
14. MDTF shall be solely responsible for any and all costs relating to the storage and maintenance of any and all real or personal property seized by officers of MDTF for forfeiture, until such real or personal property is forfeited and sold at auction or otherwise disposed of pursuant to the law.
15. MCPO shall be solely responsible for any and all costs relating to the commencement and prosecution of all civil actions for forfeiture instituted for and on behalf of MDTF, with the exception of the costs of publication for service of civil process. MCPO shall pay for said publication initially, but shall be reimbursed by MDTF on a quarterly basis. MCPO Forfeiture Unit shall consult with MDTF to determine if they wish to pursue service by publication.
16. This MOU applies only to state civil forfeiture actions. This split of proceeds does not apply to forfeiture actions that are turned over to the federal government to pursue a federal civil forfeiture action. The parties do agree that MCPO shall be allowed to submit an Application for Transfer of Federally Forfeited Property or equivalent request for all MDTF seizures turned over to the federal government, in the amount that Department of Justice regulations allow. This request shall be done with the concurrence of MDTF. Any proceeds from MDTF seizures turned over to the federal government shall not be counted towards the \$65,000.00 cap referred to in Paragraph Seven of this MOU.

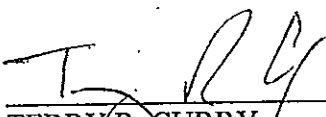
17. This Memorandum of Understanding Regarding Forfeitures shall become effective upon execution by the parties and shall remain in full force and effect until terminated, in writing, by either the IMPD Lieutenant assigned to MDTF or by the Prosecuting Attorney of Marion County.

The parties have executed this Memorandum of Understanding Regarding Forfeitures on the dates indicated below.

2-28-12
Date


DONALD CHRIST
Lieutenant, Metro Drug Task Force

2/28/12
Date


TERRY R. CURRY
Marion County Prosecuting Attorney