

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made as of March 21st, 2022, between the **Lexington-Fayette Urban County Government ("LFUCG")**, and the **Fayette County Attorney's Office ("FCA")**. LFUCG and FCA are collectively referred to as the "Parties". Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the Fayette County Attorney's Office and the Lexington-Fayette Urban County Government Department of Law.

WITNESSETH:

WHEREAS, KRS Chapter 218A relates to "Controlled Substances"; and

WHEREAS, KRS 218A.240(5) provides, among other things, that "...any law enforcement authority may maintain, in its own name" a civil action in Circuit Court for forfeiture of property, including cash, related to violation of KRS Chapter 218A, "irrespective of whether the owner of the property has been charged with or convicted of any offense under this chapter"; and

WHEREAS, KRS 218A.240(5) also provides that, "[a]ny civil action against any person brought pursuant to this action may be instituted in the Circuit Court in any county in which the person resides, in which any property owned by the person and subject to forfeiture is found, or in which the person has violated any provision of this chapter."; and

WHEREAS, the **Parties** desire to make clear that **FCA** is authorized to pursue and file civil forfeiture actions on behalf of **LFUCG** and its Division of Police.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants and agreements herein contained, the **Parties** herein agree as follows:

1. **FCA** may, after consulting with and upon the request of the **LFUCG** Division of Police, file civil asset forfeiture actions in Circuit Court on behalf of **LFUCG**. Such actions will be limited to civil asset forfeiture proceedings involving parcel interdiction in which the requesting law enforcement authority can articulate that the property sought to be forfeited is connected to drug-trafficking activity subject to forfeiture under KRS 218A.

2. Any funds collected as a result of the subject actions shall be distributed and utilized in accordance with KRS Chapter 218A and any regulations related thereto.

3. This MOU shall become effective upon the date it is executed by the last party to sign, and shall continue from year to year, indefinitely, until either party terminates the MOU.

4. This MOU may be terminated as any time upon thirty (30) days prior written notice to the other party.

5. This MOU may be amended only in writing and only upon agreement of both parties.

6. This MOU is made and entered into in the Commonwealth of Kentucky and its terms and provisions shall be solely governed by the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have made and executed this MOU as demonstrated by their signatures below.

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

FAYETTE COUNTY ATTORNEY OFFICE

BY:



LINDA GORTON, MAYOR

BY:



LARRY S. ROBERTS
FAYETTE COUNTY ATTORNEY