

DEFERRED PROSECUTION AGREEMENT

The State of Oklahoma by Gentner F. Drummond, Attorney General, through Jimmy R. Harmon, Senior Deputy Attorney General, and Shannon Smith (DOB 7/22/1965) with his attorney, Irven R. Box, pursuant to 22 O.S. § 305.1 *et seq.*, enters into the following Deferred Prosecution Agreement with Shannon Smith.

TERMS AND CONDITIONS

Shannon Smith agrees to comply with the following terms and conditions of this Deferred Prosecution Agreement for a period of twelve (12) months from the date of this agreement.

- (1) Shannon Smith does hereby acknowledge the right to a speedy and public trial by jury; the right to confront and cross-examine all witnesses called to testify against him; the right to remain silent; the right to subpoena witnesses and present evidence in his own defense; the right to testify if he so chooses, however, anything that Shannon Smith says can be used against him in a court of law; the right to be presumed innocent of the crime; and the right to require the State of Oklahoma to prove his guilt beyond a reasonable doubt. The verdict of guilty or not guilty decided by a jury must be unanimous. Shannon Smith has the right to counsel and if he cannot afford to hire an attorney, one would be appointed to represent him. **Shannon Smith has read and understands each of the above rights and specifically waives the right to a speedy accusation, a speedy trial, and any applicable statute of limitations in exchange for the State of Oklahoma agreeing to this Deferred Prosecution Agreement.**

- (2) Shannon Smith does hereby agree to the following conditions of the deferred prosecution agreement:
 - (a) On or before August 21, 2023, he will submit his resignation as Sheriff of Seminole County to the Seminole County Board of County Commissioners and the Oklahoma Council on Law Enforcement Education and Training. His resignation from both shall be effective on or before September 1, 2023.
 - (b) He shall not violate any laws of the City, State or Federal governments, and shall be a law-abiding citizen, provided that offenses such as minor traffic and parking violations shall not be considered a violation of this agreement.
 - (c) He will cooperate fully with any investigation by the Attorney General's office or other law enforcement including any investigation of current or former employees of the Seminole County Sheriff's Office.
 - (d) For a period of two (2) years from September 1, 2023, he will not seek or be employed by any law enforcement agency or organization.
 - (e) He agrees to submit by September 1, 2023, a written request to the Oklahoma Council on Law Enforcement Education and Training (CLEET) to suspend

his CLEET certification for a period of two (2) years.

- (f) He hereby states that he has carefully read the above rules and conditions and fully understands his obligations under the terms of this agreement.
 - (g) He understands and acknowledges that this agreement pertains only to the misappropriation of funds from the Seminole County Sheriff Deputy Association Fund and does not apply to any other past, pending, or future investigation or prosecution against him or any other person.
 - (h) He has had the advice of his counsel, Irven R. Box, before entering into this agreement.
- (3) Restitution payments totaling \$2,566.00 shall be made by Shannon Smith as follows: A minimum of \$256.60 by the first day of every month beginning on September 1, 2023 until \$2,566.00 is paid in full. Payment must be made by certified check, money order, or other certified funds payable to the Oklahoma Attorney General's Office and mailed or delivered to the following address:
- Oklahoma Attorney General's Office
ATTN: Restitution Payments
313 NE 21st Street
Oklahoma City, OK 73105
- The Oklahoma Attorney General's Office will disburse restitution payments received by Shannon Smith to the appropriate person(s) or entity.
- (4) The State of Oklahoma hereby agrees not to file charges against Shannon Smith for crimes arising from his misappropriation of funds from the Seminole County Sheriff Deputy Association Fund if Shannon Smith satisfactorily completes the conditions of this agreement.
 - (5) As provided for by law, this deferred prosecution agreement shall be a record open to the public. 22 O.S. § 305.2(H).

TERMINATION OF THE AGREEMENT

Both the State of Oklahoma and Shannon Smith may mutually terminate the deferred prosecution at any time, and the case shall proceed as if there had been no agreement. If the State of Oklahoma makes the termination decision unilaterally, it shall only do so in light of all the relevant circumstances of the case. Arrest of Shannon Smith for an offense shall not automatically terminate the agreement. If the State of Oklahoma should decide to terminate the agreement, it shall:

1. Send a written notice of termination to Shannon Smith and his attorney, if any, explaining the reasons for the termination;

2. Disclose to Shannon Smith or the attorney for Shannon Smith the evidence supporting the decision to terminate; and
3. Afford Shannon Smith the opportunity to be heard and present evidence, and cross-examine witnesses before a judge of the district court. He shall have ten (10) days from the date of mailing of the notice to file a written request with the court clerk for the county in which a charge is pending for the hearing, after which the right to a hearing shall be waived. The burden shall be upon the State of Oklahoma to prove that Shannon Smith did not fulfill the conditions of the agreement, and that an information should be filed.

If the agreement is terminated by the State of Oklahoma, and Shannon Smith is brought to trial before a jury, Shannon Smith agrees that the court shall instruct the jury not to consider any delay in filing charges while Shannon Smith was participating in the deferred prosecution program.

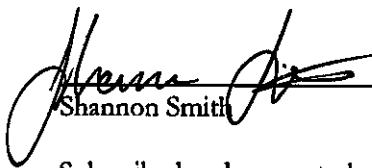
The State of Oklahoma and Shannon Smith both understand and agree with the terms and conditions of this agreement.

DATED this 22nd day of August, 2023.

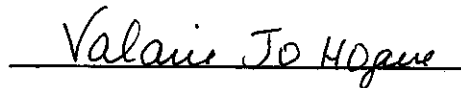
GENTNER F. DRUMMOND
ATTORNEY GENERAL

Jimmy R. Harmon Digitally signed by Jimmy R. Harmon
Date: 2023.08.22 11:39:52 -05'00'

JIMMY R. HARMON, OBA # 17834
Senior Deputy Attorney General
313 N.E. 21st Street
Oklahoma City, Oklahoma 73105
405.521.3921


Shannon Smith

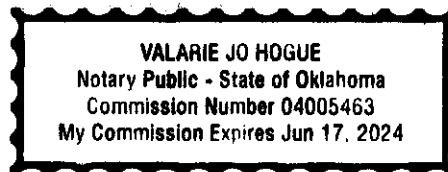
Subscribed and sworn to before me this 22nd day of August, 2023.



NOTARY PUBLIC

My Commission Expires: 6-17-24.

My Commission Number: 04005463.



[Handwritten signature]

Irven R. Box, OBA # 1016
Box & Box Attorneys
2621 S. Western Avenue
Oklahoma City, OK 73109
405. 632.7778

Attorney for Shannon Smith

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