

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE CITY OF TULSA, A MUNICIPAL CORPORATION ON BEHALF OF THE**  
**TULSA POLICE DEPARTMENT**

**AND**

**Muskogee County Sheriff's Office**

**1. PURPOSE**

The purpose of this Memorandum of Understanding (MOU) between the City of Tulsa on behalf of the Tulsa Police Department (TPD) and the Muskogee County Sheriff's Office, hereinafter referred to as the "parties," is to define the responsibilities of the parties with respect to the scheduling, use, and information dissemination of the TPD Northeast Oklahoma Regional National Integrated Ballistic Information Network (NIBIN) Program.

**2. BACKGROUND**

This MOU is being executed for the purpose of enhancing the parties' efforts to combat, link, and solve violent crimes involving firearms. The parties have entered into this MOU to accomplish each party's objective to resolve violent crimes through participation in the NIBIN program.

The Integrated Ballistics Identification System (IBIS), which operates on the National Integrated Ballistic Identification Network (NIBIN), is owned and provided to various state and local agencies by the Bureau of Alcohol, Tobacco, and Firearms (BATF). The IBIS used by TPD is located in the facility of the Tulsa Police Department Forensic Laboratory. This system is operated by TPD NIBIN personnel in accordance with BATF protocols.

The IBIS enables an operator to acquire digital images of individually marked characteristics on fired cartridge cases. These images are converted into digital "signatures" and are automatically compared with other stored images to determine if possible links exist between cases or incidents that may not have been previously linked through traditional investigative means. For every cartridge case entered, IBIS generates a candidate list for NIBIN personnel to review. The TPD NIBIN personnel will review the related images and determine if there are any "high-confidence correlations," which would result in a NIBIN lead.

The parties agree that TPD possesses the necessary equipment, personnel, and facility to conduct the NIBIN entry. The parties recognize that their objectives are best met through integrated and coordinated actions that leverage their respective expertise and infrastructure through robust information sharing.

### 3. SCOPE

This MOU defines the responsibilities of the parties to the agreement.

The parties will be responsible for the following:

- a. Muskogee County Sheriff's Office will provide personnel for the purpose of acquiring and transporting firearm evidence. Personnel will be trained by their agency on the proper protocols and procedures for the comprehensive collection of cartridge cases and the proper packaging of such evidence.
- b. Muskogee County Sheriff's Office will ensure that all firearms are in an unloaded condition before submitting evidence to TPD.
- c. Muskogee County Sheriff's Office will submit recent case evidence and not backlogged case evidence unless extenuating circumstances exist and are communicated to and accepted by the TPD.
- d. Muskogee County Sheriff's Office will be responsible for its own evidentiary chain of custody. No items of evidence will be stored at TPD facilities. Muskogee County Sheriff's Office personnel will remain onsite while the evidence is being entered into the NIBIN system.
- e. Muskogee County Sheriff's Office will adhere to the "NIBIN-by-Appointment" schedule to promote efficient and effective operations of the TPD Northeast Oklahoma Regional NIBIN Program.
- f. Expedited processing may be necessary in the event of a high profile or urgent case. The parties agree to communicate with any other affected parties to ensure minimization of impact to the other parties.
- g. TPD will retain trained personnel to enter eligible firearm evidence into NIBIN.
- h. TPD will send timely notifications to the Muskogee County Sheriff's Office when NIBIN leads are encountered.
- i. TPD firearm examiners will confirm all NIBIN leads when the Muskogee County Sheriff's Office completes a laboratory request for analysis and provides the physical evidence to the TPD Forensic Laboratory. Muskogee County Sheriff's Office will retrieve its evidence upon receiving notification that forensic analysis is complete.

#### **4. FUNDING**

Each party to this MOU shall be responsible for its own costs associated with the fulfillment of its requirements under this MOU. Any expenditure of funds is subject to the availability of said funds.

#### **5. DISCLOSURE AND USE OF INFORMATION**

The parties agree to the following disclosure and use policy. The parties may share information with each other in accordance with the rules of its own agency. Information that is shared between the parties may be used by the recipient for any authorized law enforcement purpose.

#### **6. SETTLEMENT OF DISPUTES**

Disagreements between the parties arising under or relating to this MOU will be resolved by consultation between the parties. The parties agree to make every effort to settle disagreements at the lowest level appropriate under the circumstances. In the event of an impasse or issues beyond the authority of TPD and Muskogee County Sheriff's Office, the matter in dispute will be referred to the parties' respective headquarters for resolution.

#### **7. COORDINATION AND DECONFLICTION**

If a NIBIN entry produces a NIBIN lead that crosses jurisdictional boundaries, the parties agree to collaborate with other law enforcement agencies as quickly as possible to advance the investigation.

The parties will coordinate and deconflict through their representatives prior to taking operational action based in whole or in part from information received or derived from another party pursuant to this MOU.

#### **8. AMENDMENT AND TERMINATION**

With regard to amendment, termination, entry into force, and duration of this agreement, the following procedures apply:

- a. Except as otherwise provided, this MOU may only be amended by the mutual written consent of the parties' authorized representatives.
- b. This MOU may be terminated at any time upon the mutual written consent of the parties. In the event both parties consent to terminate this MOU, the parties agree to ensure termination on the most economical and equitable terms for both parties.
- c. Either party may terminate this MOU upon ninety (90) days written notification to the other party (to include electronic mail).

In the event of such termination, the following rules apply:

- a. The terminating party will continue to participate up to the effective date of termination.
- b. Each party will pay its own costs incurred as a result of termination.
- c. All information and rights received under the provisions of this MOU prior to the termination will be retained by the parties, subject to the provisions of this MOU.

## **9. INDEMNIFICATION**

To the extent permitted by law, Muskogee County Sheriff's Office agrees to defend, indemnify, and hold harmless TPD, including its employees and officers, for any and all claims, suits, causes of action, damages, or the like or for the cost incurred in any adjudication or settlement of the foregoing. This includes, but is not limited to, attorney's fees and costs, which may arise from any alleged use or misuse of documents, equipment, facilities, or information provided by TPD pursuant to this MOU, or by any negligent or willful and wanton act or omission on the part of Muskogee County Sheriff's Office. This also specifically includes any costs incurred to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

## **10. DURATION**


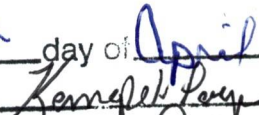


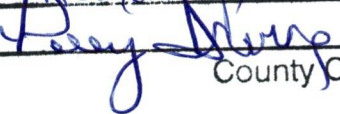
This MOU shall remain in effect until it is terminated in writing (to include electronic mail). Parties agree that no party shall withdraw without providing ninety (90) days written notice to the other party.

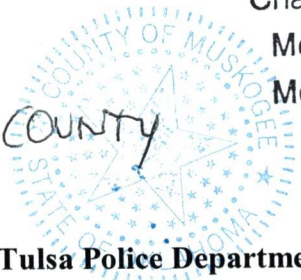
## **11. AGREEMENT AND MODIFICATIONS**

The foregoing represents the entire agreement and understandings reached by the parties referred to herein. There are no representations or other provisions other than those contained herein, and any amendment to or modification of this MOU will be made only in writing and signed by the Parties.

IN WITNESS WHEREOF, the parties have executed this MOU on the dates set forth below, to be effective as of the date the MOU is signed by the Mayor of the City of Tulsa.

**FOR THE Muskogee County Sheriff's Office**

Signature  Date: \_\_\_\_\_  
 Name: ANDY SIMMONS 24<sup>th</sup> day of April 2023  
 Title: SHERIFF Chairman   
 Location: MUSKOGEE COUNTY Member   
 Member   
 Attest  County Clerk



**City of Tulsa on behalf of the Tulsa Police Department**

By: \_\_\_\_\_ Date: \_\_\_\_\_

G.T. Bynum, Mayor, City of Tulsa

Attest: \_\_\_\_\_ Date: \_\_\_\_\_

City Clerk

Approved as to form: \_\_\_\_\_ Date: \_\_\_\_\_

City of Tulsa, Assistant City Attorney