

MEMORANDUM OF UNDERSTANDING

OKLAHOMA BUREAU OF NARCOTICS MUSKOGEE COUNTY SHERIFF'S OFFICE

1. Parties

This written Memorandum of Understanding (MOU) is hereby entered into between the OKLAHOMA STATE BUREAU OF NARCOTICS AND DANGEROUS DRUGS CONTROL (OBN) and the MUSKOGEE COUNTY SHERIFF'S OFFICE (MCSO) to supply a task force officer (TFO) and support the OBN's mission. This agreement is intended to represent the full and complete agreement of the parties under the authority of 21 O.S. § 99a(A)(2). The signatures that appear on this agreement are persons authorized by law to enter into this agreement and bind their respective organizations to its terms.

2. Duration

This agreement shall have full force and effect for a period of one year from the date of approval by the parties, unless earlier amended. The agreement will be automatically renewed for successive one-year periods, unless either party withdraws or elects to discontinue the agreement. During the term of the agreement, either party may withdraw from the agreement by serving a written intent to withdraw from the agreement upon the other party, at least thirty days prior to the date of withdrawal. If at any time while this agreement is in effect, either party determines that an amendment to the agreement is necessary or prudent, the parties shall attempt to negotiate new terms in good faith. The continued participation of the MCSO shall, in part, depend upon the annual appropriation of funds by the MCSO.

3. The Task Force Mission

The mission of the task force is to use collaborative partnerships, training, and data-driven enforcement activities to aggressively target, disrupt, and dismantle drug trafficking organizations.

4. Purpose of the MOU

The purpose of this MOU is to formalize the relationship between the parties, and to clarify each party's roles, duties, and responsibilities within the task force. This MOU describes the relationship between the MCSO and OBN. As evidenced by the authorized signatures below, each party understands and agrees to its terms. The goal of this MOU is to promote clarity, standardization, and efficiency in operations of all TFOs.

5. Organizational Structure

The Task Force will be supervised by an OBN Agent-in-Charge as Task Force Commander. The task force will be comprised of OBN agents, TFOs, and an OBN analyst.

6. Supervision

The Task Force Commander is responsible for the task force's day-to-day operational supervision and administrative control. All task force operations will be conducted pursuant to OBN policies and procedures. All TFOs will be responsible for their familiarization and compliance with OBN policies and procedures. Since all TFOs will remain the employees of the MCSO, the responsibility for the personal and professional conduct of TFOs remain with the MCSO.

7. Investigator Selection Criteria

The MCSO will identify the commissioned peace officers who will be assigned to the task force as TFOs. Each potential TFO should be evaluated for assignment to the task force based on his/her personal and professional fitness for this duty. Factors to be considered include the individual's educational background, demeanor, work history, work ethic, any prior drug-crime investigative experience, courtroom testimony skills, and ability to properly handle sensitive or confidential information. Individuals selected and approved as TFOs will be appointed/commissioned as OBN Special Agents with state-wide jurisdiction for task force investigative purposes on task force initiated/adopted cases only. TFOs will be granted full access to investigative information and be permitted to conduct task force investigations pursuant to this agreement.

8. Personnel

Personnel from the MCSO assigned to the task force will remain employees of the MCSO and are not OBN employees. TFOs shall work in a full-time capacity for the task force. If, for any reason, a TFO cannot fulfill his/her duties, the MCSO agrees to cooperate with OBN to provide a suitable replacement. TFOs will be under the supervision of the Task Force Commander for any and all task force purposes. However, all periodic professional evaluations will remain with the TFO's agency head/supervisor. A satisfactory current professional evaluation is required for a TFO to remain assigned to the task force. The Task Force Commander shall make periodic reports of a TFO's performance to the TFO's chain of command. Should the need arise, the OBN Director and the Sheriff of the MCSO agree to convene to discuss the TFO's continued assignment to the task force.

9. Investigations

All task force investigations will be conducted under the supervision of the OBN Task Force Commander, and in accordance with OBN policies and procedures. All TFOs will be responsible for performing their duties lawfully and to the highest professional standards. Due to the sensitive nature of investigations, no case information will be released outside of the task force, except for required case de-confliction, without the consent of the Task Force Commander.

10. Prosecution

Task force investigations shall be submitted for prosecution in the jurisdiction in which the criminal activity occurs. If the proper venue for a prosecution lies in more than one jurisdiction, preference will be given to the jurisdiction where the investigation began. OBN attorneys will be available to provide legal support for each task force investigation. If any legal issues arise during the investigation, OBN attorneys may discuss the issues with an attorney in the Office of the District Attorney where the criminal activity is occurring.

11. Records, Reports, and Evidence

TFOs will train and become proficient with OBN's ACISS case management system. All case reports shall be submitted and maintained on ACISS. All case information will be retained pursuant to OBN's records retention policy. All TFOs will follow OBN policy regarding the submission of property and evidence to an OBN property custodian. All evidence and seized property shall be stored in OBN's evidence/seized property and vehicle impound facilities.

12. Workplace and Equipment

OBN may provide the following equipment to each TFO for his/her official use. All property issued to a TFO will remain the inventoried property of OBN and, if applicable, insured by OBN:

- 12.1 A vehicle, vehicle equipment, fuel, and any necessary periodic maintenance.
- 12.2 A two-way radio.
- 12.3 A cellular telephone on an agency-approved voice/data plan.
- 12.4 Computer hardware, software, and Network Access Services. This may be owned and maintained through Oklahoma Management and Enterprise Services.
- 12.5 A ballistic protective vest.
- 12.6 A dedicated workspace.

The MCSO agrees to provide the following for each of its participating TFOs:

- 12.7 Tactical Gear. The MCSO will equip each assigned TFO with all tactical gear required by the MCSO and OBN policy. This shall include, but not be limited to: agency-authorized firearms and handcuffs.
- 12.8 Uniform/raid gear appropriate for wear in a tactical environment.

13. Compensation

Both parties agree to provide wages and benefits for its personnel assigned to the task force. Both parties shall maintain worker's compensation coverage for its employees.

14. Media Relations and Releases

All media relations, interviews, and/or press releases shall be the responsibility of OBN and its Public Information Officer. No information pertaining to task force operations will be released to the media by the MCSO without prior approval of the OBN Director, or his designee. Media releases shall not include any information regarding confidential investigative techniques or sources.

15. Asset Sharing

After the deduction of legal expenses and the cost of litigation, the MCSO and OBN shall receive an equitable share of all proceeds derived from the seizure and forfeiture of an asset forfeiture case awarded by a district court's final order, and not on appeal. OBN attorneys will have the sole decision-making authority to file and litigate any asset forfeiture cases generated by a task force investigation. OBN attorneys have the discretion to ask for assistance from the Office of the District Attorney with jurisdiction. If an item of property is forfeited, other than cash, proceeds from that property will be shared after the property's final sale.

16. Officer-Involved Shooting

Unless extraordinary circumstances exist, in the event a TFO/agent is involved in a shooting incident outside the jurisdiction of the Oklahoma City Police Department or Tulsa Police Department, the Oklahoma State Bureau of Investigation will be contacted to conduct any investigation. Oklahoma City Police Department or Tulsa Police Department will be requested to conduct any investigation of a TFO/agent-involved shooting incident within their respective jurisdictions.

17. Liability

Each party shall assume responsibility and liability for the acts and omissions of its own officers, agents, or employees in connection with the performance of their official duties under this MOU. It is expressly understood and agreed that no agency or governmental entity executing this agreement in any way agree to alter or waive, in whole or in part, any privileges or immunities otherwise enjoyed by the agency or governmental entity executing this agreement. All parties to this agreement agree to hold harmless all other agencies and governmental entities to this agreement for any liability, claim, or damages, arising by reason of negligence or other wrongful acts of any officer, agent, or employee of any agency or governmental entity to this agreement.

18. Severability

In case any one or more of the provisions contained in this MOU shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision.

19. Applicable Law

This agreement shall be governed in all respects by the laws of the State of Oklahoma. Jurisdiction and venue for any dispute concerning this agreement shall be Oklahoma County, Oklahoma.

20. Assignment and Delegation

The services to be performed under this agreement shall not be assigned or transferred, in whole or in part, to any other person or entity without the prior written approval of each of the parties.

21. Electronic Signatures/Execution in Counterparts

This document may be executed in counterparts, with each such copy considered an original. Scanned and PDF signatures shall be accepted as original. Electronic signatures must be an authorized copy of the hand-written signature or created using a technology that allows the process of signature authentication to be validated. In all cases, the name of the authorized signatory shall be identified as visible on the document. Each party will be responsible for maintaining the security of its electronic signature technology and represents through submission of the signed document that the individual's signature is authorized and valid to bind the organization.

22. Entire Agreement

This agreement, including referenced attachments, if any, taken together as a whole, constitute the entire agreement and supersedes any previous MOU between the parties. No other statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, shall be binding or valid.

23. Waiver of Breach

No failure by either party to enforce any provisions herein after any event of default by the other party shall be deemed a waiver of the waiving party's rights with regard to that event, or any subsequent event. Waiver shall not be construed to be a modification of the terms of the agreement.

For Oklahoma State Bureau of Narcotics & Dangerous Drugs Control

DONNIE ANDERSON, Director

Date

For Muskogee County Sheriff's Office



ANDY SIMMONS, Sheriff

Date 5/22/23

22nd day of May 20, 23
Chairman _____
Member _____
Member _____
Attest _____
County Clerk

