

OKLAHOMA STATE BUREAU OF INVESTIGATION
State Incident Based Reporting System (SIBRS)
User Agreement

This document constitutes an AGREEMENT between the Oklahoma State Bureau of Investigation (OSBI) and the following entity for participation in the State Incident Based Reporting System (SIBRS) as a hosted or non-hosted agency:

Agency: MUSKOGEE COUNTY SHERIFF'S OFFICE
ORI: OKOS10000
Address: 220 STATE ST
MUSKOGEE, OK 74401

The entity identified above (hereinafter referred to as the USER) is an Oklahoma state, municipal, county, or other law enforcement agency. This AGREEMENT grants the USER access to and use of SIBRS for direct data entry and/or submission of incident records from certified records management systems, and to search records for law enforcement information sharing purposes. This AGREEMENT also outlines the rights, responsibilities, and requirements of the OSBI and the USER regarding SIBRS.

1.0 Definitions

IBR Reporting: Oklahoma's incident based reporting (IBR) system designed to collect data on every single crime occurrence and on each incident and arrest within the occurrence. This includes the FBI's NIBRS requirements, plus additional information specific to Oklahoma. SIBRS is designed to collect categories made up of specific crimes called Group A and Group B offenses. Additionally, non-criminal offenses can be reported.

Group A Offenses – Primary Categories: Arson, Assault, Bribery, Burglary/Breaking and Entering, Counterfeiting/Forgery, Destruction/Damage/Vandalism of Property, Drug/Narcotic Offenses, Embezzlement, Extortion/Blackmail, Fraud, Gambling, Homicide, Kidnapping/Abduction, Larceny/Theft, Motor Vehicle Theft, Pornography/Obscene Material, Prostitution, Robbery, Sex Offenses, Forcible; Sex Offenses, Non-forcible; Stolen Property, Weapon Law Violations, Human Trafficking, Animal Cruelty.

Group B Offenses: Bad Checks, Curfew/Loitering/Vagrancy Violations, Disorderly Conduct, Driving Under the Influence, Drunkenness, Family Offenses/Nonviolent, Liquor Law Violations, Peeping Tom, Runaway, Trespass of Real Property, All Other Offenses.

SIBRS Hub: A state and local crime reporting integration framework that uses web-based technologies to allow all agencies within a state or other region to share resources, realize value from IBR at the local level, support non-intrusive integration with disparate systems, and information sharing.

OSBI SIBRS Site: A super-site that contains Incident Based Reporting for the participating Oklahoma Law Enforcement Agencies and can include the following services: submitting SIBRS data, searching, systems notifications, and links to other related sites.

Agency SIBRS Home Page: A web site reserved for a specific law enforcement agency to report incident data in the formats required.

User: Any law enforcement agency authorized to access SIBRS.

SIBRS Agency Administrator: An employee appointed by the reporting agency to perform system administrator tasks as defined by OSBI.

SIBRS Data Elements: Full information for each incident entered into the database on the victim, offender, reporting party, witness, parent (where the victim is a minor), reporting officer, and narrative.

Hosted Agency: An agency approved by the OSBI to use SIBRS as its primary records management system and enters incident based data directly into the SIBRS repository.

Non-hosted Agency: A law enforcement agency that uses the OSBI SIBRS Site to submit incident based data from its records management system to OSBI via an XML interface.

RMS: A computerized police records management system.

XML: Extensible Markup Language, a computer code designed to tag data sets for information sharing.

ICD: An Interface Control Document that defines the functional characteristics required to exist to ensure compatibility between the OSBI and a SIBRS non-hosted participating agency.

Governing Documents: Any documents published by the OSBI that govern the use of SIBRS software or access to SIBRS data.

Internet Access: The ability to access the worldwide web through an Internet Service Provider.

Web Browser: The System may be accessed with various browsers, however, Firefox or Internet Explorer is recommended.

SIBRS Agency: A participating agency that is authorized by the state to report IBR data.

This AGREEMENT will become effective on _____ In
witness whereof, the parties hereto caused this AGREEMENT to be executed by the proper officer and
officials:

Oklahoma State Bureau of Investigation

Signature _____

Title _____

Date _____

User

Signature *[Handwritten Signature]*

Printed Name ANDY SIMMONS

Title SHERIFF

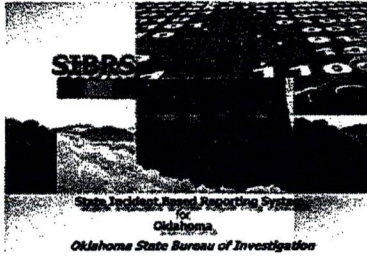
Date 5/16/24

Agency MUSKOGEE COUNTY SHERIFF'S OFFICE

ORI OK0510000



28th day of May 2024
Chairman *[Signature]*
Member *[Signature]*
Member *[Signature]*
Attest: *[Signature]*
County Clerk



SIBRS PARTICIPATION FORM

HOSTED SIBRS AGENCY PORTAL ACCOUNT

HOSTED ODIS AGENCY PORTAL ACCOUNT

NON-HOSTED AGENCY PORTAL ACCOUNT

The following information is required before a user profile can be completed for your SIBRS Portal Account. Once completed, the form may be e-mailed to IBR.Admin@osbi.ok.gov or faxed to the Field Services Unit, OSBI Headquarters, (405) 879-2966. Your request will be routed to the appropriate field representative who will set up your account and arrange for training.

Please Print

Agency Name and ORI	MUSKOGEE COUNTY SHERIFFS OFFICE 012051000
Agency Street Address	220 STATE ST
Agency Mailing Address (if different from street address)	
City, State, Zip	MUSKOGEE, OK 74401
Telephone Number	918-687-0202
FAX Number	918-687-9658
Chief or Sheriff's Name	ANDY SIMMONS
Email Address	ASimmons@muskogee50.org
Request Date	5/16/24

Please Print

Designated Agency SIBRS Administrator	
Name	
Title	
Address	
City, State, Zip	
Work Telephone	
Cell Phone	
E-mail Address	

2.0 Purpose of AGREEMENT

The OSBI agrees to establish a SIBRS Home Page, to accept and host incident based data for any law enforcement agency that is required to report crime statistics under 74 O. S., Section 150.10 that meets the internet access and web browser requirements, and requests access to SIBRS.

OSBI SIBRS Administrators will authorize agencies' participation in SIBRS, create user profiles, assign user ID's and initialize passwords, disable members or agencies, assign or change hosting and non-hosting designations, and allow direct access to SIBRS, and provide contact information for each SIBRS agency upon request.

3.0 Terms of AGREEMENT – General

This AGREEMENT shall remain in effect until June 30 of the year in which the AGREEMENT is initially signed, automatically renewing annually until either party cancels the same with thirty (30) days' written notice or otherwise cancelled or suspended by either party. The OSBI reserves the right to suspend or terminate immediately all or portions of the services provided under this AGREEMENT should the USER be found not to be in compliance with the provisions of SIBRS governing documents. Services may be reinstated to the USER in part or full, at the discretion of the OSBI, upon receipt of written documentation and assurance satisfactory to the OSBI that all violations have been corrected and will not recur.

The USER shall abide by all laws of the United States and the State of Oklahoma in the use of any provided services. The USER also agrees to abide by all current or future rules, regulations, or policies as set forth by the OSBI.

The USER agrees to enter each month's reportable incidents into SIBRS by the following month so that scheduled data extractions will reflect a true representation of crimes occurring in Oklahoma. The USER understands that any incidents not entered by the following month may not be reported to the FBI and may not be included in the agency's crime index rate or reported in the "Crime in Oklahoma" or "Crime in the United States" publications.

The AGENCY retains sole ownership of and sole responsibility for the information it contributes, to include the accuracy of the information. Each contributing AGENCY has the sole responsibility to ensure that information it contributes was not obtained and is not maintained in violation of any federal, state, or local law applicable to that agency. In addition, each contributing AGENCY has the sole responsibility and accountability for ensuring compliance with all laws, regulations, policies, and procedures applicable to its entry and sharing of information into SIBRS.

The USER understands that the State Incident-Based Reporting System was designed for information sharing at the state and national levels of law enforcement in as close to "real time" as is possible. The USER agrees to share all non-sensitive data with other law enforcement agencies to achieve this goal and authorizes the Oklahoma State Bureau of Investigation (OSBI) to provide this information to agencies and networks connected to the State Incident-Based Reporting System (SIBRS). At his or her discretion, however, the head of a SIBRS-reporting agency may withhold classified information until such time as that information is no longer deemed classified. The USER further understands that the data entered into SIBRS is for the use of law enforcement agencies only and shall not be shared outside of law enforcement.

FOR ODIS AGENCIES ONLY:

By signing this agreement, an administrative user account will be created in ODIS to allow the OSBI regional Crime Reporting Field Representative to access and assist your agency with incident reports and coordinate data sharing with the state repository. NOTE: This user account will not affect your overall user account total for billing purposes.

Non-hosted agencies will maintain an uploading error rate below two percent as required for certification. Failure to maintain an acceptable error rate may result in the termination of this agreement. USERS agree to stay current with all future FBI updates.

4.0 Signing Authority

The head of the law enforcement agency receiving access to SIBRS must sign this AGREEMENT. The OSBI must be notified within five working days of any change in the position of the signing authority or change in RMS, at which time a new AGREEMENT may be executed at the discretion of the OSBI.

5.0 Termination of AGREEMENT

The OSBI or the USER may, upon 30 days' written notice, terminate this AGREEMENT in whole or in part for any reason whatsoever. Such termination may result in the removal of all or part of the described services. OSBI reserves the right to terminate this agreement immediately under the appropriate circumstances and conditions previously set forth in this AGREEMENT.

6.0 Training

OSBI Field Services Unit employees provide training for SIBRS participants as they come online. To make the most of available resources, the OSBI will select training sites, dates and times with the goal of reaching the greatest number of participants possible. User agrees to participate and cooperate in training and bear any travel costs associated with the User's attendance.

7.0 Security Clearance

USER agrees only law enforcement personnel who, at a minimum, have not been convicted of a felony and are not a fugitive from justice may have access to SIBRS. It is up to the USER to determine the suitability of employees granted access. Failure to comply may result in the immediate termination of this agreement.

8.0 Open Records Act Requests

The parties understand and agree that from time to time, one or both parties may receive Open Records Act requests for information contained within SIBRS. The parties agree that information submitted to SIBRS by a USER shall still be under the effective control of the USER for Open Records Act requests.

The parties agree that should the OSBI directly receive an Open Records Act request for information submitted by a USER, the OSBI may respond to said Open Records Act request by referring the requestor to the USER agency for a response.

The USER agrees they are responsible to notify the OSBI of any records to be removed or expunged. The USER agrees to indemnify the OSBI for any attorney fees or costs incurred in defending any litigation concerning Open Records Act requests resulting from the USER'S failure to promptly and properly respond to such requests pursuant to state law and this AGREEMENT.