

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

AND

THE CITY OF BROKEN ARROW ON BEHALF OF THE BROKEN ARROW
POLICE DEPARTMENT

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 City of Broken Arrow on behalf of the Broken Arrow Police Department (Broken Arrow Police Department), 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. Broken Arrow Police Department 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. Broken Arrow Police Department will ensure that all firearms are in an unloaded condition before submitting evidence to TPD.
- c. Broken Arrow Police Department will submit recent case evidence and not backlogged case evidence unless extenuating circumstances exist and are communicated to and accepted by the TPD.
- d. Broken Arrow Police Department will be responsible for its own evidentiary chain of custody. No items of evidence will be stored at TPD facilities. Broken Arrow Police Department personnel will remain onsite while the evidence is being entered into the NIBIN system.
- e. Broken Arrow Police Department 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 Broken Arrow Police Department when NIBIN leads are encountered.
- i. TPD firearm examiners will confirm all NIBIN leads when the Broken Arrow Police Department completes a laboratory request for analysis and provides the physical evidence to the TPD Forensic Laboratory. Broken Arrow Police Department 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 Broken Arrow Police Department, 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, Broken Arrow Police Department 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 Broken Arrow Police Department. 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.

City of Broken Arrow on behalf of the Broken Arrow Police Department

By: _____ Date: _____

Debra Wimpee, Mayor, City of Broken Arrow

By: _____ Date: _____

Brandon Berryhill, Chief of Police, Broken Arrow Police Department

City of Tulsa on behalf of the Tulsa Police Department

By: _____ Date: _____

G.T. Bynum, Mayor, City of Tulsa

Attest:

City Clerk

_____ Date: _____

Approved as to form:

City of Tulsa, Assistant City Attorney

_____ Date: _____

APPROVED AS TO FORM:



Deputy City Attorney

Instructions and Contact Info

Each Agency shall provide two original signature pages for the MOU.

This MOU must be signed by the Mayor of the participating Municipal Police Department or County Commission over any participating County Sherriff.

Once the MOU is signed by the Agency's representative, send the entire MOU with two signed signature pages to the director of the Tulsa Police Department Forensic Laboratory.

Once it is signed by the City of Tulsa Mayor or his/her designee, a signed original will be returned to the Agency and one original will be kept by the City of Tulsa Police Department Forensic Laboratory.

All questions concerning this MOU may be directed to Jon Wilson, Tulsa Police Department Forensic Laboratory Director.

Jon Wilson, Forensic Laboratory Director

E: jpwilson@cityoftulsa.org

T: 918-596-7869

Tulsa Police Department Forensic Laboratory

1111 W 17th St

Building E, 2nd Floor

Tulsa, OK 74107