

## **Memorandum of Understanding**

This Memorandum of Understanding (MOU) is entered into between the Oklahoma State Bureau of Investigation (hereinafter referred to as OSBI) and the Sand Springs Police Department (hereinafter referred to as "requesting agency").

### **Purpose and Acknowledgement**

This MOU is devised to formalize the association between agencies and to foster an understanding of each agency's role. The goal of this MOU is to promote efficiency in operations and provide guidelines necessary to ensure standardization in policies and procedures between the parties. To that end, the MOU outlines the scope of assistance, operational procedures, submission of reports, press statements, and Open Records Act requests.

The parties to this MOU further acknowledge and seek to comply with recommendation 2.2.2 of the final report of The President's Task Force on 21<sup>st</sup> Century Policing, which calls for "external and independent criminal investigations in cases of police use of force resulting in death, officer-involved shootings resulting in injury or death, or in custody deaths."

### **Scope of Assistance**

The parties agree that the occurrence of any of the following predicate events will result in the commencement of OSBI investigative and forensic involvement:

1. The shooting or attempted shooting of a person by a law enforcement officer of the requesting agency acting in the line of duty;
2. The death of an intended arrestee during an arrest attempt by the requesting agency;
3. The death of an arrestee while in the care, custody, or control of the requesting agency; or
4. The death of an arrestee shortly after being in the care, custody, or control of the requesting agency as long as the requesting agency retains the jurisdictional authority to request OSBI assistance.

### **Operational Procedures**

Upon the occurrence of any of the predicate events, the requesting agency on the scene will ensure that emergency medical services are provided to injured persons and that a secure crime scene perimeter is established with restricted access. Only emergency medical personnel, medical examiner personnel, investigating OSBI personnel, and other law enforcement officials as deemed necessary by either party will

be permitted inside the crime scene perimeter. The requesting agency will also provide any necessary crowd control efforts. The requesting agency will then promptly contact the OSBI regional office who will dispatch OSBI investigators to initiate an investigation.

Pending the arrival of the OSBI, the requesting agency will secure the scene, protect and preserve all physical evidence and documentation, and identify and separate all law enforcement and citizen witnesses. The requesting agency may conduct the investigation related to any underlying criminal activity that preceded or occurred at the same time as the predicate event outlined above. The requesting agency will also provide any assistance requested by OSBI during and after the on-scene investigation, including additional evidence collection.

Once the OSBI has been notified by the requesting agency that a predicate event has occurred, the OSBI will assume operational direction of the investigation initiated pursuant to this MOU. The OSBI will adhere to OSBI's Standard Operating Procedure and Investigative Policies for investigating officer-involved shootings/deaths.

The requesting agency will retain overall direction and responsibility for any internal or administrative investigations initiated in response to any of the predicate events. However, the parties agree that the criminal investigation takes precedence over any internal or administrative investigation being conducted by the requesting agency.

### **Press Statements/Open Records Act Requests**

The parties agree that the requesting agency may issue an initial press statement acknowledging an incident, reporting the status of the law enforcement officer(s) involved in the incident, and referral to OSBI's investigative process. As soon as possible, the requesting agency shall indicate to OSBI personnel if it requests OSBI be responsible for statements released to the public. After the initial release, if the requesting agency has designated OSBI as the party responsible for statements released to the public, the requesting agency will release no further statements to the public regarding the case unless approved by the OSBI Public Information Officer or designee.

Any public records requests will be processed by the appropriate agency in accordance with the Open Records Act.

### **Submission of Reports**

OSBI will submit all final reports to the District Attorney's Office and the requesting agency for review. Transmittal of reports and summaries will be done so as to preserve any applicable exceptions from public disclosure and to maintain any confidentiality of information that may apply. OSBI will report the material factual findings of the

investigation but will offer no recommendations or legal conclusions concerning whether the force used, if any, was justified.

**Term of Agreement**

This MOU shall become effective on the date executed by the final signatory below. Any party may terminate this agreement by providing the others with thirty (30) days advance notice in writing or by mutual agreement by the parties.

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. This MOU does not alter or invalidate any other responsibilities that either agency may have by statute or otherwise.

**Liability**

Each agency 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 agencies and governmental entities 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 MOU.

**Oklahoma State Bureau of Investigation**

Sand Springs Police Department

Requesting Agency

Stan Florence – Director

Name and Title



Signature

10-10-16

Date

Mike Carter, Chief

Name and Title



Signature

10-10-16

Date