

MEMORANDUM OF UNDERSTANDING
between the
U.S. ARMY CORPS OF ENGINEERS, TULSA DISTRICT
and the
OKLAHOMA TOURISM AND RECREATION DEPARTMENT
regarding
LAW ENFORCEMENT REPOSE

I. PURPOSE.

This Memorandum of Understanding (MOU) is to clarify the understanding of the Parties hereto regarding cooperation, on Federally-owned lands and waterways associated with civil works projects managed by the Corps (hereinafter referred to as "Project Property"), between the U.S. Army Corps of Engineers, Tulsa District (Corps), the Oklahoma Tourism and Recreation Department (OTRD), and State and local law enforcement departments with Project Property lying within their geographic jurisdiction (herein referred to as "Departments"), regarding the provision of law enforcement response and cooperation in the use of personnel and equipment for the common purpose of protecting lives, property and resources of the public, as appropriate and to the extent permitted by law.

II. RESPONSIBILITIES. Subject to applicable Federal, State, and local laws, regulations, and policies:

A. The Corps shall:

1. Allow OTRD and Departments to provide law enforcement response and law enforcement aid and assistance on Project Property, including on such property leased or otherwise out-granted to non-Federal entities, in order to increase the ability to preserve the safety and the welfare of both the law enforcement personnel and the public.
2. Cooperate with OTRD and Departments regarding law enforcement response and provide resources as available on Project Property to assist in law enforcement, to the extent possible and allowable under Federal law, recognizing that Corps Park Rangers are not true law enforcement personnel and are un-armed at all times.
3. Notify the OTRD and/or Departments as appropriate of emergency situations as soon as practical so they may assist as needed for the duration of the incident. Corps Park rangers can provide a physical presence and assistance but are not allowed to detain suspects, make arrests, use force (other than as necessary for self-defense), carry weapons, or have any jurisdiction outside Project Property.

B. The OTRD shall:

1. Provide law enforcement response, emergency services, and law enforcement support as available to the Corps and Departments on Project Property, including on such property falling within the geographic jurisdiction of Departments, as requested and as specified under the terms of this MOU. Situations for which OTRD is authorized to provide law enforcement assistance to the Corps or Departments on Project Property under this agreement include the following:
 - a. Serious injury/fatality accident scenes or incidents, crime scenes involving the protection of human life, or threat(s) to the health or safety of the public or employees of the Corps, OTRD, and/or Departments;
 - b. In response to requests for emergency assistance from the Corps, Departments, or a member of the public;
 - c. Probable cause felonies and felonies committed in the presence of a Corps, OTRD or Department employee or officers.
2. Provide emergency assistance to the Corps and Departments in which OTRD employees or officers may secure and manage the scene, detain suspects, identify suspects, and use force that is objectively reasonable as defined by OTRD Policy.
3. Notify the Corps and or Departments as appropriate of emergency situations as soon as practical so they may assist for the duration of the incident.

III. MUTUAL UNDERSTANDINGS.

- A. This MOU defines the general terms upon which the Corps, OTRD and Departments will cooperate. Performance by any Party under the terms of this MOU is subject to the availability of appropriated funds and personnel resources through their respective funding procedures. This MOU is neither a fiscal nor a funds obligation documents. Any endeavor involving reimbursement or contribution of funds or transfer of anything of value, between Parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements, such as work plans or statements of work, which shall be made in writing by representatives of the Parties and shall

be independently authorized by appropriate statutory authority. This MOU does not provide such authority.

- B. Each Party will be responsible for any damages or loss resulting from the actions of its own personnel. Each Party will be responsible for all legal actions arising from the conduct of its own personnel. Nothing herein shall be construed as an indemnification or an attempt to hold any party harmless for the acts of its own personnel or any third party.
- C. Each Party will be responsible for ensuring their personnel are current with required training according to applicable local, State, and Federal law and policies.
- D. All personnel providing emergency assistance to another Party pursuant to this agreement shall be presumed to be acting within the scope of their employment.
- E. Personnel providing emergency assistance to another Party shall notify their supervisor as soon as practical.
- F. Each Party may utilize the communication channels of the other Party, as allowable under applicable law and as required during an emergency situation, as a means of interoperability.
- G. This MOU may be modified or amended by mutual agreement of both parties in writing.
- H. This MOU may be terminated at any time by mutual written agreement of the Parties, or by either Party upon 90 days written notice to the other Party.
- I. This MOU will remain in force for a period of five years from the date of its execution.

IV. POINTS OF CONTACT. The following individuals will be the points of contact for this MOU:

CORPS

(INSERT POC OR MANAGER NAME)
(INSERT THEIR TITLE
(INSERT OFFICE ADDRESS)
(INSERT THEIR PHONE #)
(INSERT EMAIL ADDRESS)

OTRD

(INSERT POC NAME)
(INSERT THEIR JOB TITLE)
(INSERT THEIR ADDRESS)
(INSERT THEIR PHONE #)
(INSERT THEIR EMAIL)

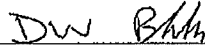
V. **EFFECTIVE DATE.** The parties have executed this MOU as of the last date indicated below

OKLAHOMA TOURISM AND
RECREATION DEPARTMENT

OKLAHOMA TOURISM AND
RECREATION DEPARTMENT



Dick Dutton
Executive Director

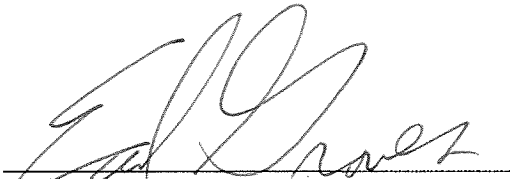


Don Blake
Chief Ranger

Date: 9/29/17

Date: 9/29/2017

U.S. ARMY CORPS OF ENGINEERS



Earl Groves
Chief, Operations Division
U.S. Army Corps of Engineers
Tulsa District

Date: 9/5/2017