

MEMORANDUM OF UNDERSTANDING

For

EMERGENCY LAW ENFORCEMENT RESPONSE

Between the

OKLAHOMA TOURISM AND RECREATION DEPARTMENT

And the

Wilburton Police Department

This Memorandum of Understanding is entered into by the Oklahoma Tourism and Recreation Department ("Tourism") and Wilburton Police Department ("Agency") to provide for cooperation in the use of personnel and equipment for the common purpose of protecting the lives, property, and resources of the public they serve.

I. AUTHORITY AND PURPOSE

Whereas 74 O.S. §2216 paragraph 6 provides that park rangers shall provide law enforcement protection and enforcement pursuant to the terms of agreements authorized by the Commission with other entities of government.

Now therefore, the Tourism and Agency (collectively the "Departments") have determined that providing of specified law enforcement aid and assistance across jurisdictional lines will increase their mutual ability to preserve the safety and the welfare of both the law enforcement personnel and the public.

II. AUTHORITIES

This Memorandum of Understanding, ("MOU") represents an agreement for the mutual support between the Departments under the terms of this agreement; officers of the Departments may provide emergency assistance within the jurisdiction of the other Department.

Planned law enforcement operations and investigations involving agents of the Departments require supervisory approval by the following representative from each Department:

Tourism	Wilburton Police Department
Chief Ranger Don Blake 900 N. Stiles Oklahoma City, OK 73104 405-200-8581 Don.Blake@travelok.com	Police Chief Robert Bias 300 W. Main St Wilburton, OK 74578 918-465-0489

A. Emergency Service Law Enforcement Assistance outside of Department Jurisdiction

1. The situations for which a Department is authorized to provide emergency law enforcement assistance within the jurisdiction of the other Department under this agreement consist of the following:
 - i. Serious injury/fatality accident scenes or incidents, crime scenes involving the protection of human life, or threat(s) to health or safety of the public or Department's employees;
 - ii. Request for emergency assistance from a Department Officer, employee, or a member of the public;
 - iii. Probable cause felonies and felonies committed in the presence of a Department's Officers.
2. Upon receiving a request from the other Department, a Department may render emergency assistance (in those situations described in provision 2.A.I.).
3. Department Officers may provide emergency assistance to the other Department if other Department's Officers observe an emergency situation within the jurisdiction of the other Department (as defined in provision 2.A.I.) at which time Department Officers may secure and manage the scene, detain suspects, identify suspects, and use force that is objectively reasonable as defined by the respective Department Policy.
4. The Department shall notify the other Department of the emergency situation as soon as practical. The Department may assist the other Department for the duration of the incident.
5. The Department may decide at any time to withdraw emergency law enforcement resources or assistance or the other Department may request the Department to do so.
6. The Department Officers providing emergency assistance to the other Department pursuant to this agreement shall be deemed to be acting within the scope of their employment.
7. Department Officers providing emergency assistance to the other Department shall notify their supervisor as soon as practical.
8. Each Department is authorized to utilize the communication channels of the other Department as a means of interoperability.

9. Agency may offer dispatching services to Tourism in an effort to expedite and efficiently coordinate emergency responses.

III. Clauses


- A. Each Department will be responsible for the damages or loss resulting from the actions of its own personnel, when rendering emergency or routine assistance. Each Department will be responsible for all legal actions arising from the improper or alleged improper conduct of its own personnel.
- B. Each Department will be responsible for ensuring their officers are current with required training according to applicable state law, federal law, and Department policy.
- C. During any approved joint training such as, but not limited to, firearms requalification, each Department will be responsible for their own personnel, equipment, and ammunition.
- D. Each Department will be responsible for any incurred costs by their respective employees during any act under this Agreement

IV. Terms of Agreement


- A. This Agreement becomes effective on the date signed by both Departments and shall continue in effect until terminated.
- B. This Agreement may be terminated by either Department upon giving thirty (30) days advance written notice.

V. Memorandum of Understanding

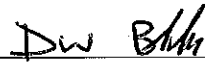
Executed by the Departments below, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.



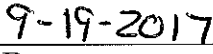
Dick Dutton
Executive Director
Oklahoma Tourism and Recreation Department



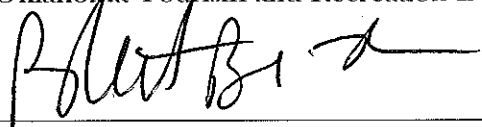
Date



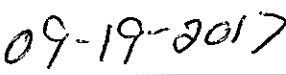
Don Blake
Chief Ranger
Oklahoma Tourism and Recreation Department



Date



Wilburton Police Department
Police Chief
~~Robert Bias~~
Robert Bias



Date