

## **MEMORANDUM OF UNDERSTANDING**

### **STILLWATER POLICE DEPARTMENT AND NOBLE COUNTY SHERIFF'S OFFICE**

This memorandum of understanding made and entered into this 25<sup>th</sup> day of January, 2021, and executed in duplicate originals between the Board of County Commissioners, County of Noble, State of Oklahoma, and the City of Stillwater, a municipal corporation.

WHEREAS, the Board of County Commissioners, County of Noble, State of Oklahoma owns, leases, and rents property within the city limits of the City of Stillwater; and

WHEREAS, the City of Stillwater owns Lake McMurtry and acreage surrounding the lake. Lake McMurtry and the surrounding land is in Noble County. In many areas around Lake McMurtry, county borderlines are unclear; and

WHEREAS, the Board of County Commissioners, County of Noble, State of Oklahoma and the City of Stillwater, have duly established and authorized a Sheriff's Office and police department, respectively, for the purpose of providing police protection for property and persons within each of its own jurisdictional areas; and

WHEREAS 11 O.S. § 34-103 (B) authorizes agreements between Boards of County Commissioners and municipalities for the purpose of delineating responsibilities between police departments and sheriffs' offices.

NOW THEREFORE, the Board of County Commissioners for Noble County, hereinafter referred to as "Board", and the City of Stillwater, a Municipal Corporation, hereinafter referred to as "City", agree as follows:

1. The Noble County Sheriff's Office, hereinafter referred to as "NCSO", and its duly commissioned and certified deputies have the authority to enforce criminal statutes and Stillwater municipal ordinances within the corporate city limits of the City of Stillwater upon the request of the Chief of Police of the City of Stillwater, or his designee.
2. The officers of the Stillwater Police Department are hereby authorized to serve as law enforcement officers for the Noble County Sheriff's Office or the Oklahoma Highway Patrol, respectively, upon the request of the Noble County Sheriff or his designee, or upon the request by a member of the Oklahoma Highway Patrol.
3. Each party shall be solely responsible for the acts of its own police officers, employees, and agents taken under this agreement but not for the acts of the police officers, employees, or agents of the other party. It is expressly understood and agreed that nothing herein shall be construed as creating an employment or agency relationship between the NCSO, its officers, employees, or agents and the City, nor between the Stillwater Police Department, its officers, employees, or agents or the Board.
4. The parties to this MOU understand that time passes, situations change, and property ownership and occupancy varies. Parties therefore agree that the Chief of Police and Sheriff of each respective department are authorized by the use of joint memorandums, joint mutual aid agreements, and maps, to delineate the responsibilities of each respective department and the geographical boundaries thereof, in accordance with the terms of this agreement.

5. This agreement is of indefinite duration and may be terminated by either party upon written notice to the other party thirty (30) days in advance of the date of termination.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this agreement to be fully executed in duplicate, each copy of which shall constitute an original.

BOARD OF COUNTY COMMISSIONERS  
FOR NOBLE COUNTY

\_\_\_\_\_  
CHAIRMAN

NOBLE COUNTY SHERIFF'S OFFICE

\_\_\_\_\_  
MATT MCGUIRE, SHERIFF

(SEAL)

ATTEST:

\_\_\_\_\_  
SECRETARY

CITY OF STILLWATER, OKLAHOMA,  
a municipal corporation

\_\_\_\_\_  
WILL JOYCE, MAYOR

CITY OF STILLWATER, OKLAHOMA,  
a municipal corporation

\_\_\_\_\_  
NORMAN MCNICKLE, CITY MANAGER

(SEAL)

ATTEST:

\_\_\_\_\_  
CITY CLERK

Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
JOHN E. DORMAN, CITY ATTORNEY