

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between The Oklahoma State University Police Department (OSUPD) and the City of Stillwater Police Department (SPD), located in Payne County in the State of Oklahoma.

WHEREAS: Oklahoma Statute 74 O.S. § 360.15 et. seq. Provides authority to university or college police officers as follows:

- (a) Each such person named as a police officer by the Oklahoma State University Police Department shall be commissioned as a certified police officer by the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges. Such commission shall remain in force and in effect at the pleasure of the employing college or university.
- (b) To the extent permissible by all applicable law, while in or out of uniform, these police officers shall have the right to carry concealed weapons and to exercise the power of arrest when discharging their duties on their respective campuses and on all streets, roads, and rights-of-way to the extent they are within or contiguous to the perimeter of such campuses. In discharge of their duties on campus and while in fresh pursuit on or off the campus, each university or college police officer may exercise the power of arrest.
- (c) Upon authorization by the chief administrative officer of the educational institution, a university police officer shall have the authority to discharge his duties off campus as follows:
 - (1) If engaging in intelligence gathering activity.
 - (2) When investigating a crime committed on campus.
 - (3) When transporting prisoners in furtherance of duties as set out in this section.
 - (4) When transporting money, securities, or other valuables on behalf of the college or university.
 - (5) While providing security or protective services for visiting dignitaries to the college or university both on and off campus.
 - (6) If specifically requested by the chief law enforcement officer of the city.

WHEREAS: The aforementioned state institution of higher education has employed state certified police officer's commissioned under the requirements of the Oklahoma Council on Law Enforcement Education and Training; and

WHEREAS: OSUPD and SPD now wish to enter into a Memorandum of Understanding outlining communication and coordination of efforts between the two law enforcement entities.

NOW THEREFORE: Oklahoma State University Police Department (OSUPD) and the Stillwater Police Department (SPD) mutually agree to the following:

1. OSUPD shall have primary jurisdiction/ responsibility for all police services on property owned or under the control of Oklahoma State University, the Board of Regents, or Cowboy Athletic Facilities LLC, except as otherwise expressed in this Memorandum of Understanding.
2. OSUPD shall be responsible for responding to all request for police services, which come to their attention on property owned or controlled by Oklahoma State University.
3. OSUPD shall provide SPD with a current list of all properties owned or under the control of Oklahoma State University within the City of Stillwater and provide address at which said property is located. This list will be updated as needed and reviewed once a year.
4. OSUPD shall reasonably notify SPD of any incident or situation on property owned or controlled by Oklahoma State University within the city limits of the City of Stillwater that may affect the health, safety, or welfare of its citizens.
5. SPD shall reasonably notify OSUPD of any incident or situation that may affect the safety or welfare of any property owned or controlled by Oklahoma State University or that may affect the health, safety, or welfare of any student, staff, faculty, or visitor of Oklahoma State University.
6. When OSUPD or SPD must conduct police services in the other jurisdictions: warrants, interviews, etc. If possible, the agency shall notify the agency of jurisdiction as a courtesy. SPD officers serving warrants and conducting interviews at Oklahoma State University will attempt to not disrupt the learning environment. If contact must be made during a class the SPD officer will have permission from the SPD Chief of Police (designee) and be accompanied by an OSUPD officer. This with the understanding that certain investigations, covert, and undercover operations may be exempt due to case sensitive law enforcement needs.

7. Procedures to request aid:

- a. In accordance with Title 21 § 99A of the Oklahoma State Statutes.
 - b. During a preplanned request (special events, parades, and sporting events) for aid between agencies within this agreement a statement of needs for personnel and/or equipment being requested along with the duration, location, and description of the event will be forwarded by the requesting agency to the responding department. All attempts will be made to honor the request of the other agency but both OSUPD and SPD must be able to maintain adequate resources to fulfill their respective daily operational missions.
8. Should OSUPD request the assistance of the SPD Criminal Investigations Division for the purpose of processing, collecting, and preserving evidence of a major crime scene. OSUPD will retain primary jurisdiction and authority until the incident has been terminated.
 9. Should OSUPD request the assistance of the Multi-Jurisdictional Special Operations Team (SOT) for specialized police actions. SOT will support and assist OSUPD as directed by the Multi-Jurisdictional SOT on scene commander. The SOT will operate by SPD standard operating procedures at all times.
 10. Should OSUPD have an active assailant event on the main campus or on any property under the control of Oklahoma State University. OSUPD will retain primary jurisdiction, OSUPD shall be responsible for the investigation and case management of the incident but will involve and coordinate the investigation with SPD during and after the event.

11. SPD will notify OSUPD of any criminal event occurring or that has occurred within the geographical patrol boundaries for reporting purposes and timely or emergency notifications as required by the Clery Act. OSUPD will provide a Clery geographical map to SPD once yearly or as needed updates occur.
12. The OSUPD and SPD Police Chiefs give authority for both agencies to monitor and use the police communications channel assigned to said agencies.
13. Compensation: Any law enforcement officer who provides services pursuant to this agreement shall be paid by the agency regularly employing the officer and be entitled to all normal benefits (wage, salary, pension, etc.) regularly afforded to the officer by the employing agency.
14. Other Cost: All cost associated with the use of any equipment; damage to equipment: whether lost or damaged while providing aid in accordance with this agreement shall be the responsibility of the agency owning the property. The exception will be during an evidence collection process. Supplies used (evidence bags, SD cards, etc.) will be replaced with exact product or compensated at cost.
15. Status of Officer: While any law enforcement officer regularly employed as such by either agency is in service of the other agency, that officer shall be acting as a peace officer with all the powers of a regular police officer for that agency as though that officer was within his own jurisdiction where regularly employed.
16. Records: During incidents of mutual aid each agency will maintain all records in accordance with the individual agency's policy. OSUPD must maintain certain records based on the Clery Act and provide emergency notifications or timely warnings to the Oklahoma State University Community.
17. The Chief of SPD (designee) and the Chief of OSUPD (designee) may enter into mutually agreed upon inter-agency training opportunities on the main campus of Oklahoma State University or at SPD training facility, as needed or requested.
18. The Chief of SPD (designee) and the Chief of OSUPD (designee) may enter into a more specific and detailed agreement on specific detailed operational procedures and guidelines as necessary. All such agreements shall be in writing and specifically incorporated herein.
19. To be effective, any revisions or additions to this Memorandum of Understanding must be in writing and signed by all parties.
20. Either party may terminate this agreement by writing to the other party at a time deemed necessary by that agency. Written notice is deemed effective if delivered via hand delivery with signed receipt, certified mail, or other US mail delivery system that provides proof of delivery.
21. Unless terminated pursuant paragraph 21 this Memorandum of Understanding shall automatically renew annually on the anniversary of its execution, but may not extend past (5) years past original effective date.

IN WITNESS OF WHICH THIS MEMORANDUM OF UNDERSTANDING has been executed on this day the

_____ day of _____, 2025

Michael T Beckner, Chief
Oklahoma State University
Police Department



Christopher Hassig, Chief
Stillwater Police Department
Stillwater, Oklahoma

Rick Walker, Board Chair Oklahoma
A&M Board of Regents

Will Joyce, Mayor
City of Stillwater