

MEMORANDUM OF UNDERSTANDING
Muskogee County / Haskell County

Sheriff's Offices

Effective Date
6/01/2024

1. **AGREEMENT.** This Memorandum of Understanding (MOU) sets forth the responsibilities and commitments of the Parties from both Haskell and Muskogee county Sheriff's offices, maximizing inter-agency cooperation to formalize relationships giving each agency jurisdiction between the parties for the need to cross county lines for assisting other agencies and/or investigative purposes, and/or for the use of equipment, with the agreement and understanding that each office (the borrower) is responsible for any and all damage that may incur to the borrowed equipment. This agreement also implies policy guidance, planning, training, public and media relations.
2. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, or the officers, employees, agents, or other associated personnel thereof.
3. **AUTHORITY.** This MOU is authorized under the provisions of CLEET, and each respective agencies Policies and Procedures.

Nothing in this MOU is intended to conflict with current law, regulation or policy. Further, nothing in this MOU is intended to restrict the authority of any party to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction. If any part of this Agreement is inconsistent with law, statute, regulation, or other authority, then that part shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

4. **LIABILITY:** The Parties understand and agree that, except as otherwise noted in this MOU or allowed by federal or state law (i.e. when acting on behalf of or at the direction of the partnering agency in its official capacity), they will be responsible for their own liability and bear their own costs with regard to their property and resources or personnel expenses incurred by reason of death, injury or incidents giving rise to liability. Each Party is responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other Parties and the results thereof.
5. **IMPLEMENTATION and TERMINATION:** This MOU will remain in effect until action is initiated to dissolve the agreement as evidenced by written notice from an authorized representative. Any amendments including termination to the MOU shall be in writing and executed in the same manner as the original MOU and shall go into effect immediately.
6. **DISPUTE RESOLUTION.** In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the objectives. The parties agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

7. **EFFECTIVE DATE AND ADDITIONAL PARTIES.** The terms of this MOU will become effective on the date the last Party signs the MOU.

SO AGREED on behalf of the entities/organizations below:

Haskell County Sheriff's Office

Name: Terry Garland

Title: Sheriff



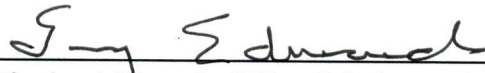
Date

6/10/24

Muskogee County Sheriff's Office

Name: Andy Simmons

Title: Sheriff



Date

6/10/24

District Attorney's Office (Muskogee County)

Name: Larry Edwards

Title: District Attorney

Date

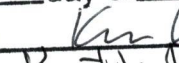



District Attorney's Office (Haskell County)

Name: James Green

Title: Assistant District Attorney

Date



10 day of June 2024
Chairman 
Member 
Member 
Attest 
County Clerk