

**Lawton Police Department  
CLEET Academy  
Memorandum of Understanding**

The purpose of this Memorandum of Understanding (M.O.U.) is to set the basic guidelines between the City of Lawton – Lawton Police Department (LPD) and those outside agencies who choose to send officers/deputies to the LPD CLEET Academy.

This M.O.U. is entered into by and between the City of Lawton, Oklahoma, a municipal corporation (Lawton) and the Comanche Nation Police Department, a Tribal Organization (CNPd); (collectively referred to as the Parties).

WHEREAS, Lawton conducts a Council on Law Enforcement Education and Training (CLEET) approved police academy, which provides peace officer training to Lawton recruits (LPD Academy); and

WHEREAS, Comanche Nation Police Department desires from time-to-time to send its recruits (Comanche Nation Police Department recruits) to attend the LPD Academy for peace officer training, pending the availability of space at the LPD Academy; and

WHEREAS, without reducing its projected LPD Academy class size, the City of Lawton is willing to provide this training from time-to-time when, at its discretion, it chooses to offer an LPD Academy; and

WHEREAS, both parties desire to enter this M.O.U. to outline their responsibilities with respect to such training; and

NOW THEREFORE, for and in consideration of the terms, covenant and conditions herein contained, the parties agree as follows:

1. Upon approval of the Comanche Nation Police Department recruit/s by Lawton and CLEET, Lawton will provide the Comanche Nation Police Department recruit/s access to the LPD Academy, which includes LPD training, instructors, classrooms, and facilities. As consideration for this training, Comanche Nation Police Department shall provide: (1) instructors to facilitate academy training, as requested by LPD; and (2) pay the City of Lawton \$1,200.00 per recruit to offset the cost of the Lawton Police Department instructors, facilities, materials, supplies, and handouts.
2. The Comanche Nation Police Department recruits shall be treated in the same manner as LPD recruits for purposes of training, academics, ethics, and discipline. Lawton reserves

the right to reject any applicant to the LPD Academy and to decide whether any Comanche Nation Police Department recruit is maintaining the academic standards necessary to continue and graduate from the LPD Academy. The determination of whether a failure to adhere to Lawton or LPD policies is grounds for immediate termination of a Comanche Nation Police Department recruit from the LPD Academy shall be left to the discretion of the LPD Chief of Police, or his designee. Comanche Nation Police Department recruits shall not have any property rights and/or interest in attending/completing the LPD Academy.

3. Upon determining that a Comanche Nation Police Department recruit is not maintaining CLEET and/or LPD standards to continue and/or graduate from the LPD Academy or determining that a Comanche Nation Police Department recruit has violated a Lawton or LPD policy, Lawton will notify the Comanche Nation Police Department prior to Lawton terminating the Comanche Nation Police Department recruit from the LPD Academy.
4. Lawton will provide original training records for each Cache Police Department recruit to the Comanche Nation Police Department upon completion of the Academy or termination of the recruits' attendance at the LPD Academy. Lawton will maintain lesson plans, rosters, and other documentation common to the class as a whole and consistent with the requirements of State law and rules of CLEET.
5. This M.O.U. is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, joint powers, or association between the parties. No joint employment is intended or created by this M.O.U., and the Comanche Nation Police Department shall bear the sole responsibility for furnishing insurance including Workman's Compensation insurance, pay/salaries, benefits including satisfaction of requirements of the State retirement systems, weapons, ammunition, uniforms, and ancillary supplies for the Comanche Nation Police Department. At no time shall any Comanche Nation Police Department recruit be considered an employee of the City of Lawton. Rather, Comanche Nation Police Department recruits shall be considered employees of the Comanche Nation Police Department / Comanche Nation.
6. The Comanche Nation Police Department, Oklahoma shall be solely responsible for the acts of its recruits within the scope and course of their employment. The Comanche Nation Police Department shall pay for damage to its own property and damages to Lawton's or a third party's property that occurs because of this M.O.U.
7. Comanche Nation Police Department and Lawton recognize that they each are subject to the provisions of the Oklahoma Governmental Tort Claims Act (51 O.S. Sec. 151 et seq.), and, as such, each shall be liable for the negligent acts and omissions of its own officers, agents, or employees in connection with the performance of their official duties under this M.O.U. For tort liability purposes, no entity or agency shall be considered the agent of the other agency. Each entity or agency shall be liable (if at all) only for the torts of its own officers, agents or employees that occur within the scope of their duties.

8. The waiver by either party of a breach or violation of any provision of this M.O.U. shall not operate as, nor be construed to be, a waiver of any subsequent or other breach hereof.
9. If any one or more of the provisions contained in the M.O.U. shall be held to be invalid, illegal, or unenforceable for any reason or in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this M.O.U. shall be construed as if such provision had never been contained herein.
10. The laws of the State of Oklahoma shall govern this M.O.U. In the event of a dispute, the Parties agree that the venue will be the Comanche County District Court unless otherwise agreed to by the Parties.
11. This M.O.U. may be amended only with the mutual written consent of authorized representatives for all Parties.
12. Any notices to be given hereunder are deemed to be given when personally delivered in writing or deposited in the United States mail, postage prepaid, and addressed as follows:

For Lawton:

James T. Smith

Chief of Police

100 S. Railroad Street

Lawton, Oklahoma 73501

For Comanche Nation:

John Journeycake

Chief of Police

8257 NW Madische Rd.

Lawton, Oklahoma 73501

13. This M.O.U. may be terminated at any time by either Party by mailing the Party written notice of termination in accordance with the notice provision set forth above. If a Party decides to terminate this M.O.U., the Parties shall consult prior to the date of termination to ensure termination occurs on the most economical and equitable terms.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed and effective as of the date of signature of the Manager of the City of Lawton.

CITY OF LAWTON

COMANCHE NATION

\_\_\_\_\_  
Lawton City Mayor

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary/Treasure

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Tribal Prosecutor

Approved:

Approved:

\_\_\_\_\_  
Police Chief

\_\_\_\_\_  
Police Chief