

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 (LDP) 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 City of Waurika, Oklahoma, a municipal corporation (Waurika); (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 (LDP Academy); and

WHEREAS, CLEET, during its regular meeting on April 12, 2017, authorized agencies located within the counties contiguous to Comanche County to send new uncertified peace officers to the Lawton Police Department Basic Law Enforcement Academy. Subsequently on April 19, 2023, CLEET approved two officers from Waurika to attend the August 2023 LPD Academy pending the submission of completed applications (See Attachment A); and

WHEREAS, Attendance in the Lawton Police Department Basic Law Enforcement Academy by agencies in counties to contiguous to Comanche County has been approved as a pilot program, pending further review by the CLEET Council. Subsequently on April 19, 2023, CLEET approved two officers from Waurika to attend the August 2023 LPD Academy pending the submission of completed applications (See Attachment A); and

WHEREAS, Waurika Police Department desires from time-to-time to send its recruits (Waurika 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 into 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 Waurika Police Department recruit/s by Lawton and CLEET, Lawton will provide the Waurika Police Department recruit/s access to the LPD Academy, which includes LPD training, instructors, classrooms, and facilities. As consideration for this training, Waurika 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 Waurika Police Department recruits shall be treated in the same manner as LPD recruits for purposes of training, academies, ethics, and discipline. Lawton reserves the right to reject any applicant to the LPD Academy and to decide whether and Waurika 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 Waurika Police Department recruit from the LPD Academy shall be left to the discretion of the LPD Chief of Police, or his designee. Waurika Police Department recruits shall not have any property right and/or interest in attending/completing the LPD Academy.
3. Upon determining that a Waurika Police Department recruit is not maintaining CLEET and/or LPD standards to continue and/or graduate from the LPD Academy or determining that a Waurika Police Department recruit has violated a Lawton or LPD policy, Lawton will notify the Waurika Police Department prior to Lawton terminating the Waurika Police Department recruit from the LPD Academy.
4. Lawton will provide original training records for each Waurika Police Department recruit to the Waurika 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 Waurika 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 Waurika Police Department recruits. At no time shall any Waurika Police Department recruits be considered an employee of the City of Lawton. Rather, Waurika Police Department recruits shall be considered employees of the Waurika Police Department / City of Waurika.
6. The City of Waurika, Oklahoma shall be solely responsible for the acts of its recruits within the scope and course of their employment. The City of Waurika shall pay for damages to its own property and damages to Lawton's or third party's property that occurs as a result of this M.O.U.
7. Waurika 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 connections 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 by 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 South Railroad Street
Lawton, Oklahoma 73501

For Waurika:

Jimmy Gallaher
Chief of Police
122 South Main Street
Waurika, Oklahoma 73573

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. In the event that 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

CITY OF WAURIKA

Lawton City Mayor

Waurika City Mayor

Date

Date

ATTEST:

ATTEST:

City Clerk

City Clerk

Date

Date

Approved as to form:

Approved as to form:

City Attorney

City Attorney

Approved:

Approved:

Police Chief

Police Chief

