

## LAW ENFORCEMENT SERVICES MUTUAL AID AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the Board of Education of Independent School District No. 8, Comanche County, Oklahoma, also known as Lawton Public Schools, hereinafter referred to as "Board." And the City of Lawton, Oklahoma, hereinafter referred to as "City."

**WITNESSETH,**

**WHEREAS,** the Board owns, leases, and rents property within the city limits of the City; and

**WHEREAS,** the Board has a duly established and certified Police Department to provide Law Enforcement services to persons within each of the respective jurisdictional areas; and

**WHEREAS,** 74 O.S. 360.18 et. seq. authorizes agreements between the governing Board of Education and local government subdivisions to delineate responsibilities between the respective law enforcement agencies, delineating geographical boundaries thereof, and further to authorize campus officers to exercise authority and jurisdiction within areas of local government law enforcement jurisdiction;

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements of the parties the Board and the City agree as follows;

1. The Police Department of Lawton Public Schools, hereinafter referred to as "LPSPD," and its duly commissioned and certified Peace Officers have the authority to enforce criminal statutes state and federal, and the Lawton City ordinances on all property owned, leased, or rented by the Board, including the streets highways, roads, alleys, easements, and other public ways that are immediately adjacent to Board owned, leased, or rented properties. The specific streets, highways, roads, alleys, easements, and other public ways referenced in this paragraph are marked in red on the attached exhibits which are incorporated herein by reference.
2. The LPSPD and its duly commissioned and certified officers are further authorized to exercise their power and authority as peace officers on Non-Board properties in the following situations and circumstances:
  - A) When requested by any City of Lawton Police Officer.
  - B) When necessary to complete any enforcement activity which began on Board property, or properties adjacent thereto as described in Paragraph 1 of this agreement.
  - C) When reasonably related to LPSPD Police Officers for traffic activities/control on Board properties.
  - D) In any emergency or situation where prompt action is necessary to prevent or avoid personal injury or property damage or the escape of an offender who is reasonably believed to be fleeing from the scene of a crime or appears to be resisting arrest.

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3. Authority, as used in this agreement, means the authority and power vested by the Oklahoma State Statutes to Active Peace Officers, except the service and execution of civil summons, and included but not limited to making arrests, issuing citations, conducting criminal investigations, and traffic collision investigations.
4. The jurisdiction of the LPSPD in the situations set forth in Paragraphs 2 and 3 is concurrent with the jurisdiction of the Lawton Police Department. As used herein, concurrent jurisdiction denotes authority shared by two law enforcement agencies at the same time over the same subject matter within the same territory.
5. The LPSPD will have the primary responsibility for law enforcement, including but not limited to patrolling, crime investigation, traffic control, and collision investigation on all properties owned, leased, or rented by the Board.
6. In all other areas within the police jurisdiction of the City, including the areas wherein the Lawton Police Department and LPSPD have concurrent jurisdiction by the agreement, the Lawton Police Department will have primary responsibility for law enforcement including but not limited to patrolling, crime investigation, traffic control and collision investigation. However, nothing in this paragraph is intended to prohibit LPSPD from exercising its authority in areas of concurrent jurisdiction.
7. For the purpose of the presentation of traffic and/or criminal charges the duly commissioned and certified Police Officers of LPSPD are expressly granted access to the Municipal Court of the City of Lawton. Charges presented by the Officers of LPSPD shall be considered as if presented by City of Lawton Officers and processed accordingly. The Presiding City Judge and Clerk of the Municipal Court shall, in concert with the current Municipal Attorney, establish and implement such training and procedures as they deem necessary to accommodate this access.
8. For the purpose of submittal of written reports for consideration for institutional disciplinary action, duly commissioned and certified Police Officers of the City of Lawton are expressly granted access to the Administrative Disciplinary Process of the School District/Board. Matters presented by them shall be considered as if presented by LPSPD Officers and processed accordingly. The Judicial Coordinator shall establish and implement such training and procedures as deemed necessary to accommodate this access.
9. Pursuant to 74 O.S. 360.18, unless otherwise required by law, all fines collected in Lawton Municipal Court will go to the City of Lawton, and all fines collected through the Administrative Disciplinary Process of the Board shall go to the Lawton Public Schools District. The Board will have no claims to fines collected in Lawton Municipal Court, nor shall the City of Lawton have any claim to fines collected by the Lawton Public School District's Administrative Disciplinary Process.
10. Each party shall be responsible for the acts of its Police Officers, employees, and agents taken under this Agreement, but not for the acts of the Police Officers, employees, and 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 City

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and the LPSPD, its Officers, employees, and agents, nor between the LPSPD and the Lawton Police Department, or its officers, employees, and agents.

11. The parties to this agreement understand that as time passes, situations change and property ownership and occupancy vary. Parties, therefore, agree that the Chief Executive Officers of the respective law enforcement agencies are authorized, by use of joint written memoranda and/or written mutual aid agreements and maps, to delineate the responsibilities of each respected department and the geographical boundaries thereof in accordance with the terms of this Agreement, subject to any final approval that may be required by either parties' governing body.
12. This Agreement is of indefinite duration and may be terminated by either party upon written notice to the other party thirty days (30) prior to the date of termination.
13. If any section, subsection, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court or body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement.
14. This Agreement shall repeal and replace all prior agreements between LPSPD and Lawton Police Department.

### CITY OF LAWTON

A Municipal Corporation

By: \_\_\_\_\_

STAN BOOKER, MAYOR

ATTEST:

\_\_\_\_\_

DONNALYNN BLAZEK-SCHERLER

CITY CLERK

LAW ENFORCEMENT SERVICES MUTUAL AID AGREEMENT

LAWTON PUBLIC SCHOOL DISTRICT

By: \_\_\_\_\_

KEVIN HIME, SUPERINTENDENT

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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TIM WILSON, CITY ATTORNEY