

**MEMORANDUM OF UNDERSTANDING  
WATER RECORDS ACCESS**

**OKLAHOMA BUREAU OF NARCOTICS  
CITY OF LAWTON**

**I. Parties**

The parties to this Memorandum of Understanding (MOU) are the Oklahoma State Bureau of Narcotics and Dangerous Drugs Control (OBN) and the City of Lawton (City). This agreement is intended to represent the full and complete agreement of the parties under the OBN director's authority to assist organizations in contributing to the reduction of misuse and abuse of controlled dangerous substances. 63 O.S. § 2-106. The purpose of this MOU is to set out the terms, conditions, duties, and obligations of the parties, under which the OBN will access the water records belonging to, and under the controlled of, the City.

**II. Duration**

This agreement shall have full force and effect for a period of one year from the date of approval by the parties, unless earlier amended. The agreement will be automatically renewed for successive one-year periods, unless either party withdraws or elects to discontinue the agreement. During the term of the agreement, either party may withdraw from the agreement by serving a written intent to withdraw from the agreement upon the other party, at least thirty days prior to the date of withdrawal. If at any time while this agreement is in effect, either party determines that an amendment to the agreement is necessary or prudent, the parties shall attempt to negotiate new terms in good faith.

**III. Purpose of the MOU**

The purpose of this MOU is to formalize the relationship between the parties, and to clarify each party's roles, duties, and responsibilities. This MOU describes the relationship between the City and OBN. As evidenced by the authorized signatures below, each party understands and agrees to its terms. The goal of this MOU is to promote clarity, standardization, and efficiency.

**IV. Sharing of Water Records Data**

OBN will access the City's water records data under the following conditions:

1. All water records data shall be accessed by OBN through reasonable provisioning by the City.
2. The water records data shall be used by OBN when the records are relevant and material to an ongoing investigation.
3. The City shall be solely responsible to maintain the security of the data. OBN has no authority to allow anyone other than authorized agents and employees of OBN access to the water records data. OBN shall take steps to ensure that those employed by OBN have a legitimate need for access.
4. All water records data accessed by OBN remains the City's data, subject to the City's control.

5. OBN shall take reasonable steps to make any agents and employees aware of the terms, conditions, limitations, duties, and responsibilities of having access to water records data and maintaining its security.

## **V. Liability**

Each party shall assume responsibility and liability for the acts and omissions of its own officers, agents, or employees in connection with the performance of their official duties under this MOU. It is expressly understood and agreed that no agency or governmental entity executing this agreement in any way agree to alter or waive, in whole or in part, any privileges or immunities otherwise enjoyed by the agency or governmental entity executing this agreement. All parties to this agreement agree to hold harmless all other agencies and governmental entities to this agreement for any liability, claim, or damages, arising by reason of negligence or other wrongful acts of any officer, agent, or employee of any agency or governmental entity to this agreement.

## **VI. Severability**

In case any one or more of the provisions contained in this MOU shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision.

## **VII. Applicable Law**

This agreement shall be governed in all respects by the laws of the State of Oklahoma. Jurisdiction and venue for any dispute concerning this agreement shall be Comanche County, Oklahoma.

## **VIII. Assignment and Delegation**

The services to be performed under this agreement shall not be assigned or transferred, in whole or in part, to any other person or entity without the prior written approval of each of the parties.

## **IX. Electronic Signatures/Execution in Counterparts**

This document may be executed in counterparts, with each such copy considered an original. Scanned and PDF signatures shall be accepted as original. Electronic signatures must be an authorized copy of the hand-written signature or created using a technology that allows the process of signature authentication to be validated. In all cases, the name of the authorized signatory shall be identified as visible on the document. Each party will be responsible for maintaining the security of its electronic signature technology and represents through submission of the signed document that the individual's signature is authorized and valid to bind the organization.

## **X. Entire Agreement**

This agreement, including referenced attachments, if any, taken together as a whole, constitute the entire agreement and supersedes any previous MOU between the parties. No other statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, shall be binding or valid.

**XI. No Private Right Created**

This MOU does not create or confer any right or benefit on any other person or entity, private or public. Nothing in this agreement is intended to restrict the authority of any of the signatories to act as provided by law, statute, or regulation.

**XII. Waiver of Breach**

No failure by either party to enforce any provisions herein after any event of default by the other party shall be deemed a waiver of the waiving party’s rights with regard to that event, or any subsequent event. Waiver shall not be construed to be a modification of the terms of the agreement.

For Oklahoma State Bureau of Narcotics & Dangerous Drugs Control

\_\_\_\_\_  
Donnie Anderson,  
Director

\_\_\_\_\_  
Date

For the City of Lawton

\_\_\_\_\_  
Stanley Booker,  
Mayor

\_\_\_\_\_  
Date