

## **MEMORANDUM OF UNDERSTANDING**

### **Between the City of Broken Arrow and the Council on Law Enforcement Education and Training Agreement to Provide Facilities in Support of the State's Basic Police Academy**

This agreement is entered into this \_\_\_\_ day of \_\_\_\_ 2016 by the City of Broken Arrow (hereinafter referred to as "City") and the Council on Law Enforcement Education and Training (hereinafter referred to as "CLEET").

#### **Purpose and Objectives of Agreement**

This Agreement reflects the understanding of both the City and CLEET regarding the use of the City's firing range and other police academy buildings to facilitate and support crucial skill blocks of CLEETs Basic Police Academy. This Agreement will:

- Contribute to an enhanced working relationship between organizations with a common goal of providing safe, well equipped training environments to academy students.
- Provide CLEET an enhanced level of logistics in support of its mandate to oversee the State's basic police academy.

#### **Responsibilities of the City**

- 1) Provide use of firing range, drill hall and other police academy buildings in support of CLEETs basic academy. The agreement is relevant to firearms and defensive tactics training blocks.
- 2) City reserves the right to direct any personnel to leave the grounds should guests engage in unprofessional behavior.
- 3) City personnel will exclusively run the range tower and other range equipment.
- 4) City reserves the right to have safety officers or adjunct firearms instructors present at all times.

#### **Responsibilities of CLEET**

- 1) CLEET will designate a "lead instructor." This person will be the "officer in charge" for their portion of training operations.
- 2) CLEET will designate and have available a public information officer, representative or spokesman if their trainees are involved in an emergency or accident which generates public/media scrutiny.
- 3) CLEET agrees to repair any damage sustained to the range through malicious, intentional acts committed by their trainees. Example: The intentional shooting of target frame support arms. BAPD will agree to absorb costs for normal or accidental damage such as the target "back stop" wall being unintentionally struck by gunfire.
- 4) CLEET staff and students will be provided a copy of the City's Range Rules. Every CLEET staff and student will acknowledge the receipt of such copy and thereby agree to abide by rules

5) Each day will start with a meeting of participants. This can occur in a classroom or at the firing range.

5) CLEET will conduct a safety briefing EVERY MORNING to re-emphasize the importance of the primary goal of any firearms training event: participant safety.

6) CLEET will take necessary measures to have a "cold range" training environment (Students will be chamber loaded only when engaged in shooting and will show clear when excused from the firing line).

**Contact Personnel**

- The CLEET liaison for this Agreement is Tami Burnett, 405-546-0159, [tami.burnett@cleet.state.ok.us](mailto:tami.burnett@cleet.state.ok.us)
- The City's liaison for this Agreement is Capt. John Walls, 918-451-8200 ext. 8758, [jwalls@brokenarrowok.gov](mailto:jwalls@brokenarrowok.gov)

**Term**

The rights granted to CLEET herein shall extend for one year from the date this agreement is executed and shall be renewable annually by written agreement of both parties.

Council on Law Enforcement Education and Training

By: \_\_\_\_\_  
Steve Emmonds  
Title: Executive Director

Broken Arrow Police Department

By: \_\_\_\_\_  
David Boggs  
Title: Police Chief

CITY OF BROKEN ARROW, OKLAHOMA

By: \_\_\_\_\_  
Michael Spurgeon, City Manager

APPROVED AS TO FORM:

Attest:

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

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