

**AMENDED
MEMORANDUM OF UNDERSTANDING BETWEEN MID-AMERICA TECHNOLOGY
CENTER AND MCCLAIN COUNTY TO PROVIDE A DEPUTY SHERIFF FOR ON-
CAMPUS LAW ENFORCEMENT SERVICES
2023-2024**

This Memorandum of Understanding (“Agreement”), including Exhibits A and B, entered into between Mid-America Technology Center (“Mid-America”) and McClain County (“County”), and shall be effective upon the date the final part affixes its signature hereto, but shall not be enforceable until August 1, 2023, and is based upon the following understandings and assumptions:

WHEREAS, Mid-America has a large campus not situated in an area with available local law enforcement and believes that having a dedicated school officer on campus during the school year, August 1, 2023, through May 31, 2024, would enhance safety for the school and the community; and

WHEREAS, the McClain County Sheriff concurs that law enforcement presence on the Mid-America campus would be beneficial to the faculty, staff, and student body of Mid-America as well as the local citizens in the Wayne, Oklahoma area; and

WHEREAS, the McClain County Sheriff lacks the resources to bear the expense of placing a Sheriff’s Deputy on campus at Mid-America; and

WHEREAS, Mid-America has resources to devote to the cost of placing a law enforcement officer on campus during the school year, and believes that the benefits thereof will inure to both parties.

NOW THEREFORE, in consideration of covenants given and received, the Parties agree as follows:

COUNTY OBLIGATIONS

1. County will assign a fully trained and CLEET certified Deputy Sheriff to patrol the Mid-America campus, including inside and outside patrol, as directed by Mid-America administrators in consultation with the McClain County Sheriff.
2. The Deputy assigned to Mid-America shall work on the Mid-America campus beginning August 1, 2023, and continuing through May 31, 2024, with daily work hours beginning at 7:30 a.m. and concluding at 4:00 p.m., Monday through Friday, excepting school holidays. The Deputy assigned hereunder shall have a thirty (30) minute lunch break.
3. The Deputy assigned to Mid-America shall accurately report his time to the person from Mid-America assigned to keep such records and transmit them to McClain County for payroll purposes. County personnel shall provide any required payroll or other forms to Mid-America.

4. The Deputy assigned shall be an employee of McClain County with full time employee benefits and subject to the rules and regulations of both the McClain County Employee Handbook and the policies and procedures of the McClain County Sheriff.

5. County shall provide name and contact information to Mid-America for the person within the Sheriff's Office who will be the primary contact with Mid-America for sharing information regarding this Agreement.

MID-AMERICA OBLIGATIONS

1. Mid-America shall provide four thousand six hundred forty dollars (\$4,640.00) monthly for ten (10) months to cover salary and benefits of the Deputy assigned to Mid-America. Mid-America may, at its option, pay the contract amount as a lump sum of forty-six thousand four hundred dollars (\$46,400.00), provided such sum must be paid to McClain County in advance of the cutoff date for August, 2023, payroll.

Beginning January 1, 2024, until the end of the contract term, Mid-America shall provide four thousand eight hundred forty dollars (\$4,840.00) monthly to cover salary and benefits of the Deputy assigned to Mid-America.

2. Mid-America shall provide name and contact information to McClain County Sheriff of the Mid-America person with whom the County can coordinate all communication regarding the Deputy assigned to Mid-America hereunder.

3. Mid-America shall verify with the person identified by the County all procedures attendant to payroll processing in order that revenue be available at the proper time to ensure timely processing of the assigned Deputy's payroll.

4. Mid-America shall work with the County Sheriff or his designee to create the daily assigned duties for the assigned Deputy but shall also allow the Deputy to use his or her judgment and discretion as a sworn law enforcement officer in making decisions regarding the safety of everyone on the Mid-America campus.

GENERAL PROVISIONS

1. **TERM.** This Agreement shall be binding upon the date the last party affixes his signature hereto, and shall be effective beginning August 1, 2023, through May 31, 2024, unless modified by the parties in writing.

2. **MODIFICATION/RENEWAL.** This Agreement may be modified upon such terms as the parties agree. Provided, all modifications shall be in writing and signed by the Parties. The Agreement may be renewed upon such terms as the parties agree. All renewals shall be in writing and signed by the parties.

3. **CHOICE OF LAW.** This Agreement shall be governed by and construed according to Oklahoma law.

AGREED THIS 18 DAY OF December, 2023 BY MCCLAIN COUNTY BOARD OF COUNTY COMMISSIONERS.



Terry Daniel, Chairman



Glen Murray, Vice Chairman



Wilson Lyles, Member



Landy Offolter, Sheriff

ATTEST:



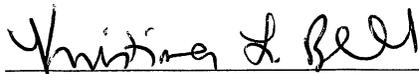
Pam Beller, County Clerk



12.18.2023

Date

APPROVED:



Kristina L. Bell, Assistant District Attorney

AGREED THIS _____ DAY OF _____, 2023 BY THE MID-AMERICA TECHNOLOGY CENTER

President

Vice President

Member

Member

ATTEST:

Clerk

Date

APPROVED:

Legal Counsel, Mid-America Technology Center