

**MEMORANDUM OF UNDERSTANDING BETWEEN
MIDAMERICA TECHNOLOGY CENTER
AND
OKLAHOMA STATE BUREAU OF INVESTIGATION**

This MEMORANDUM OF UNDERSTANDING (Agreement), is entered into between the MidAmerica Technology Center (MATC), and the Oklahoma State Bureau of Investigation (OSBI).

1. PURPOSE: This document is intended to outline the terms and conditions surrounding MATC providing office space within its campus, located at 27438 Highway 59, Wayne, Oklahoma, to the OSBI Investigative Services Division which is headquartered at 6600 N. Harvey Place, Oklahoma City, Oklahoma, 73116.

2. REFERENCES:

a. OSBI is a law enforcement agency duly created and authorized to conduct investigations throughout the state in accordance with 74 O.S., § 150.0, *et seq.*

b. MATC is a public career and technology education center located in Wayne, Oklahoma and is part of the Oklahoma Department of Career and Technology Education system.

3. GENERAL:

a. MATC has a criminal justice program and desires to have OSBI's presence on its campus; and

b. OSBI Investigative Services Division has a need for office space for its agents and staff in the South Central Region of Oklahoma.

4. UNDERSTANDING OF THE PARTIES:

a. MATC agrees to provide three hundred sixty-six (366) square feet of office space and utilities, including heat, air, water, and electricity, free of charge at its campus in Wayne, Oklahoma to the OSBI for two agents and one secretarial position.

b. OSBI Investigative Services Division agrees to utilize the office space and utilities at MATC's campus in the normal course of its statutory duties.

c. OSBI Investigative Services Division agrees that its employees will interact with the professionals and students on the MATC campus at such times and such terms as will be mutually agreed upon in the future.

- d. MATC will furnish the office space with furniture and will maintain these items within its state mandated inventory.
- e. OSBI will own all personal property which it moves into the office space and will maintain these items within its state mandated inventory.
- f. MATC will own all real property associated with this Agreement and will be responsible for all maintenance done on such property.
- g. MATC will not provide a dedicated telephone line in the office space.
- h. MATC agrees that OSBI may install a dedicated telephone line in the office space if it so chooses.
- i. OSBI shall be financially responsible for the costs of such dedicated telephone line installation and any monthly bills associated with that service.
- j. Other areas of mutual interest may arise where the parties will be required to agree in the future. This Agreement is not meant to limit those instances or prohibit cooperation outside the above listed situations.

5. TERM:

- a. This Agreement shall commence upon final signature of the parties
- b. This Agreement shall continue for a period of one (1) year and shall automatically renew each year unless otherwise canceled or suspended by either party. Either party shall have the right to terminate this Agreement by giving the other party written notice of its election to cancel, not less than thirty (30) days before the effective date of cancellation.
- c. This Agreement and the covenants contained herein shall inure to the benefit of and be obligatory upon the legal representatives, agents, employees, successors in interests and assigns to the respective parties hereto.

6. LIABILITY:

- a. Each party to this Agreement is independent and separate from each other. As such, neither the OSBI nor the MATC is an agent or employee of the other. Neither party nor any of its officers, employees, agents, or other members shall have the authority to bind the other.
- b. The parties intend that each party shall be responsible for its own intentional and negligent acts or omissions to act. Additionally, it is the

express intention of the parties to this Agreement that this document shall not be construed as, or give the effect of, creating a joint venture, partnership, affiliation, or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint or several liability.

c. Except as otherwise agreed upon by the parties, neither party shall charge the other any fee or expense. Each party is responsible for its costs incurred in the performance of activities. Furthermore, neither party will seek reimbursement from the other.

d. This Agreement is intended only to govern the rights and interests of the parties named herein. It is not intended to, does not and may not be relied upon to create any rights, substantial or procedural, enforceable at law by any third party in any matters, civil or criminal.

7. NOTICE: All notices or communications associated with this Agreement shall be in writing and shall be sufficiently given and shall be deemed given as delivered, if delivered by personal delivery to the signatories to this Agreement or their authorized designees, or if delivered by mail, shall be sent by first class, postage prepaid to the address set out in Paragraph 1 of this Agreement. The parties, by giving notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, and other communications shall be sent.

8. AMENDMENT: This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

9. ASSIGNMENT: This Agreement may not be assigned without the express prior written consent of all parties.

10. ENFORCEABILITY: In the event that any court of competent jurisdiction shall hold unenforceable or invalid any provision of this Agreement, that holding shall not invalidate or render unenforceable any other provision hereof.

11. DISPUTES: Any dispute relating to this Agreement, subject to any applicable law, Executive Order, directive, or instruction, will be resolved through consultation between the parties.

12. CERTIFICATION: By the signature of their representative below, each party certifies that approval of this Agreement by appropriate means has been obtained by that officer and that the representative is authorized to sign on the party's behalf.

13. ENTIRE AGREEMENT: This Memorandum represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

IN WITNESS HERETO, the parties have set their hand effective the day and year last written below.

By: _____
Michael Eubank
Superintendent, MATC

By: _____
Aungela Spurlock
Director, OSBI

Date: _____

Date: 12/02/2024 _____