

# PENDING APPROVAL

## OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM REQUEST SHEET

FOR THE WEDNESDAY, JUNE 30<sup>th</sup>, 2010 AGENDA

DEPARTMENT: SHERIFF

REQUESTED BY: MAJOR JOHN WALDENVILLE X-1010

REQUISITION NO.: N/A

REQUISITION SHEET ATTACHED:  YES  N/A

NAME OF FUNDS: Sheriff Service Fees (REVENUE CONTRACT)

FUND NUMBERS: 1160.5100

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION?  YES  NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BE HYPERLINKED TO THE AGENDA.

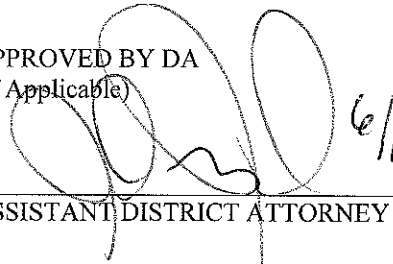
NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: Two.

AGENDA ITEM READS AS FOLLOWS: FY 2010-2011 Memorandum of Understanding between Francis Tuttle Technology Center and the Sheriff's Office for the provision of (2) School Resource Officers.

APPROVED BY DA  
(If Applicable)

APPROVED BY ENGINEER  
(If Applicable)

APPROVED BY PURCHASING  
(If Applicable)

  
ASSISTANT DISTRICT ATTORNEY

\_\_\_\_\_  
COUNTY ENGINEER

\_\_\_\_\_  
PURCHASING AGENT

Please initial that document has been reviewed for privacy-protected or security information

DISTRICT ATTORNEY:  YES  N/A

COUNTY CLERK:   YES  N/A

Indicate any privacy-protected information that exists \_\_\_\_\_

**(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)**

DATE OF REQUEST: \_\_\_\_\_ APPROVED BY: \_\_\_\_\_

CHAIRMAN

**REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES**

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

**DATE OF REQUEST:** 6/17/2010  
**COUNTY DEPARTMENT MAKING REQUEST:** Sheriff

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: ***FY 2010-2011 Memorandum of Understanding between Francis Tuttle Technology Center and the Sheriff's Office for the provision of (2) School Resource Officers.***

**ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE.** (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

*Joe Whited*  
**COUNTY OFFICER**

.....  
**DATE RECEIVED BY DISTRICT ATTORNEY:** 6/17/10

**REPLY BY DISTRICT ATTORNEY:** Reviewed

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RECEIVED**  
JUN 17 2010  
CIVIL DIVISION  
DISTRICT ATTORNEY

**DAVID PRATER**  
**DISTRICT ATTORNEY**  
By: *[Signature]*

STATE OF OKLAHOMA  
OKLAHOMA COUNTY  
RECORDED OR FILED  
2010 JUN 17 PM 3:22  
STATE OF OKLAHOMA  
OKLAHOMA COUNTY  
CLERK

# PENDING APPROVAL

## MEMORANDUM OF UNDERSTANDING

### OKLAHOMA COUNTY SHERIFF'S DEPARTMENT FOR THE PROVISION OF SCHOOL RESOURCE OFFICER(S)

This Memorandum of Understanding (MOU), dated May 06, 2010 is an agreement between the **Oklahoma County Sheriff's Office (OCSO)**, 201 N Shartel, Oklahoma City, OK 73102, and **Francis Tuttle Technology Center ( Rockwell, Reno & Portland Campus )**, 12777 N. Rockwell Avenue, Oklahoma City, OK 73142.

This agreement, which is approved and accepted by the **OCSO** and **Francis Tuttle Technology Center (Rockwell, Reno & Portland Campus)** with the signing of their authorized officials as shown below, sets forth the understanding between the two parties as follows:

1. The **OCSO** agrees to provide to **Francis Tuttle Technology Center (Rockwell, Reno & Portland Campus)** two (2) uniformed Deputies and two patrol units.
2. The assignment of the Deputies from the **OCSO** will commence on **July 01, 2010** and will terminate at the close of school business on **June 30, 2011**.
3. The assigned Deputies will work on-site of the campus(es) (building, grounds, etc.) of **Francis Tuttle Technology Center (Rockwell, Reno & Portland Campus)** each day (Monday through Friday) covered in this MOU during **Francis Tuttle Technology Center's (Rockwell, Reno & Portland Campus)** normal hours of operation. The Deputies will provide routine law enforcement services at the school site(s). In addition, the Deputies will also have special involvement with the students and faculty at these on-site assignments in counseling and presenting information on the prevention and elimination of violence in the school.
4. **Francis Tuttle Technology Center (Rockwell, Reno & Portland Campus)** agrees to provide adequate parking and operating space for the Deputies assigned by the **OCSO**.
5. **Francis Tuttle Technology Center (Rockwell, Reno & Portland Campus)** agrees to reimburse the **OCSO** for the salary and benefits of the assigned Deputies from the period of **July 01, 2010** until **June 30, 2011**.
6. Reimbursement for the two (2) Deputies services will be billed monthly by invoice at the end of each pay period beginning in **July 2010**, and concluding **June 2011**. During the course of this agreement, there are two hundred and sixty (260) days billed for each assigned Deputy as follows; first Deputy at one hundred ninety-three dollars and fifty-eight cents (**\$193.58**) per day for a total of fifty thousand three hundred thirty dollars

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and eighty cents (\$50,330.80) and the second Deputy at one hundred ninety-eight dollars and six cents (\$198.06) per day for a total of fifty-one thousand four hundred ninety-five dollars and sixty cents (\$51,495.60). Will adjust month and amount according to placement at school and attendance.

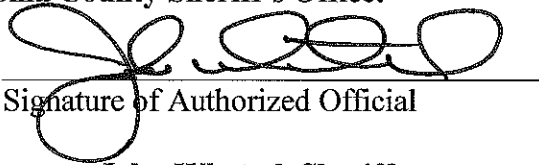
7. The OCSO agrees that upon the written request of the school entity for the removal and replacement of the assigned Deputy, there will be a review and action taken within 30 days. Any such request shall include the reasons behind the decision for removal. The well being of the students, as well as the rights of the Deputy will be considered and weighed against the evidence and factors regarding the request. There may be a need to further request a meeting with the officials of **Francis Tuttle Technology Center (Rockwell, Reno & Portland Campus)** prior to any action. If applicable, any such change in Deputy will result in amendment to this MOU reflecting any change in the per day rate of the individual Deputy according to the replacing officer's salary.

8. **Francis Tuttle Technology Center (Rockwell, Reno & Portland Campus)** understands and agrees that although the Deputy is on the site of its campus(es) and is carrying out special activities for **Francis Tuttle Technology Center (Rockwell, Reno & Portland Campus)**, the assigned Deputy is at all times an employee of OCSO, operating under the policies and procedures of the OCSO and only under the direction or command of the OCSO.

9. Both parties agree that this agreement may be terminated by either party by written notice to the other party at least thirty (30) days prior to the termination date. Said notice must state the reasons for termination.

10. Both parties agree to the acceptance of this agreement by the signatures of their authorized officials as shown below:


**Oklahoma County Sheriff's Office:**

  
Signature of Authorized Official

6/17/10  
Date

John Whetsel, Sheriff  
Printed Name and Title of Signing Official

**Francis Tuttle Technology Center's (Rockwell, Reno & Portland Campus)**

  
Signature of Authorized Official

6-16-2010  
Date

R. David W. Smith  
Printed Name and Title of Signing Official

Deputy Clerk

# PENDING APPROVAL

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.


Board of County Commissioners  
Oklahoma County, Oklahoma County

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Approved as to form and legality:

 4/17/2010  
\_\_\_\_\_  
Assistant District Attorney

ATTEST: \_\_\_\_\_, Deputy  
Carolynn Caudill, County Clerk