

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE WEDNESDAY, JUNE 30th, 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 Independent School District No. 12 and the Sheriff's Office for the provision of (1) School Resource Officer at Summit Middle School.

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: GC 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 Independent School District No. 12 and the Sheriff's Office for the provision of (1) School Resource Officer at Summit Middle School.

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).

[Signature]
COUNTY OFFICER

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

REPLY BY DISTRICT ATTORNEY: Reviewed

STATE OF OKLAHOMA
OKLAHOMA COUNTY
LEGISLATIVE DEPT.
2010 JUN 17 P 3:23
CLERK

RECEIVED
JUN 17 2010
CIVIL DIVISION
DISTRICT ATTORNEY

DAVID PRATER
DISTRICT ATTORNEY

By: [Signature]

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 **Independent School District No. 12 of Oklahoma County (District)**.

This agreement, which is approved and accepted by the **OCSO** and **District** 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 **Summit Middle School** one uniformed Deputy and one patrol unit.
2. The assignment of the Deputy from the **OCSO** will commence on **August 19, 2010** and will terminate at the close of school business on **May 27, 2011**. Should closing date be extended due to unforeseen weather conditions, **OCSO** will honor the adjusted school closing date.
3. The assigned Deputy will work on-site of the campus(es) (building, grounds, etc.) of **Summit Middle School** each day (Monday through Friday) covered in this MOU during **Summit Middle School's** normal hours of operation. The Deputy will provide routine law enforcement services at the school site(s). In addition, the Deputy 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. The Deputy will also be available to serve populations of students who attend Edmond Public Schools but reside in the Oklahoma City limits.
4. **District** agrees to provide adequate parking and operating space for the Deputy assigned by the **OCSO**.
5. **District** agrees to reimburse the **OCSO** for the salary and benefits of the assigned Deputy from the period of **August 19, 2010** until **May 27, 2011**.
6. Reimbursement for the Deputy's services will be billed monthly by invoice at the end of each pay period beginning in **August 2010**, and concluding **May 2011**. During the course of this agreement, there are one hundred & eighty (**180**) school days billed at one hundred ninety-four dollars and seventy-one cents (**\$194.71**) per day for a total of thirty-five thousand forty-seven dollars and eighty cents (**\$35,047.80**). Will adjust month and amount according to placement at school and attendance.

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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 **District** 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 Deputy's salary.
8. **District** understands and agrees that although the Deputy is on the site of its campus(es) and is carrying out special activities for **Summit Middle School**, 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:



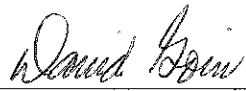
Signature of Authorized Official

6/17/10
Date

John Whetsel, Sheriff

Printed Name and Title of Signing Official

Summit Middle School



Signature of Authorized Official

6-8-10
Date

David Goin, Dept

Printed Name and Title of Signing Official

PENDING APPROVAL

APPROVED this _____ day of _____, 2010.

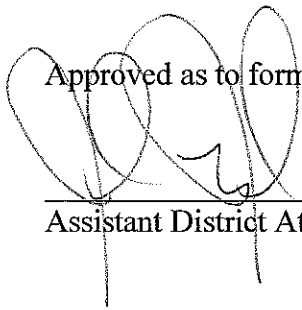
Board of County Commissioners
Oklahoma County, Oklahoma County

Chairman

Member

Member

Approved as to form and legality:

 6/17/2010

Assistant District Attorney

ATTEST: _____, Deputy
Carolynn Caudill, County Clerk