

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 X N/A

NAME OF FUNDS: (REIMBURSEMENT OF SALARY & BENEFITS) Sheriff Service Fee

FUND NUMBERS: 1160.5100

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? _____ YES X 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: One.

AGENDA ITEM READS AS FOLLOWS: FY 2010-2011 Memorandum of Understanding between the Sheriff's Office and the Oklahoma County Public Building Authority (PBA) for the provision of one uniformed Deputy to be assigned to Metro I and Metro II parking garages.

APPROVED BY DA
(If Applicable)

APPROVED BY ENGINEER
(If Applicable)

APPROVED BY PURCHASING
(If Applicable)

 6/17/2010
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: QC 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: FY2010-2011 MOU between the Sheriff's Office and the PBA for the provision of one uniformed Deputy to be assigned to Metro I and Metro II parking garages.

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).

[Handwritten Signature]

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: *[Handwritten Signature]*

STATE OF OKLAHOMA
OKLAHOMA COUNTY
RECORDED ON FILED
2010 JUN 17 P 3:22
DAVID PRATER
DISTRICT ATTORNEY

PENDING APPROVAL

MEMORANDUM OF UNDERSTANDING

OKLAHOMA COUNTY SHERIFF'S OFFICE FOR THE PROVISION OF DEPUTY SHERIFF

This Memorandum of Understanding (MOU), dated **July 01, 2010** is an agreement between the **Oklahoma County Sheriff's Office (OCSO)**, 201 N Shartel, Oklahoma City, OK 73102, and **Oklahoma County Public Building Authority (PBA)** 320 Robert S. Kerr, Oklahoma City, OK 73102.

This agreement, which is approved and accepted by the **Oklahoma County Sheriff's Office (OCSO)** and **Oklahoma County Public Building Authority (PBA)** 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 **PBA** one uniformed Deputy.
2. The assignment of the Deputy from the **OCSO** will commence on **July 01, 2010** and will terminate at the close of business on **June 30, 2011**. Should closing date be extended due to unforeseen conditions, **OCSO** will honor the adjusted closing date.
3. The assigned Deputy will work on-site of the **Oklahoma County Public Building Authority** locations noted as Metro I and Metro II (parking garages, buildings, grounds, etc.) each day (Monday through Friday) covered in this MOU during **Oklahoma County Public Building Authority** normal hours (8:30am-5:30pm) of operation. The Deputy will provide routine law enforcement services at the **PBA** site(s). In addition, the Deputy will also have special involvement with **PBA** staff at these on-site locations to include assistance with daily deposits. .
4. **Oklahoma County Public Building Authority** agrees to provide adequate parking and operating space for the Deputy assigned by the **OCSO**.
5. **Oklahoma County Public Building Authority** agrees to reimburse the **OCSO** for the salary and benefits of the assigned Deputy from the period of **July 01, 2010** until **June 30, 2011**.
6. Reimbursement of salary and benefits for the Deputy's services will be billed monthly by invoice at the end of each pay period beginning in **July 01, 2010**, and concluding **June 30, 2011**. During the course of this agreement, there are twelve (12) billed periods at four thousand four hundred forty-five dollars and 50 cent (**\$4,445.50**) per month for a total annual amount of fifty three thousand three hundred forty-six dollars and no cents (**\$53,346.00**). Will adjust month and amount according to placement and attendance at the **Oklahoma County Public Building Authority**.

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7. The **OCSO** agrees that upon the written request of the **Oklahoma County Public Building Authority** 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 rights of both the **Oklahoma County Public Building Authority** as well as 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 **Oklahoma County Public Building Authority** prior to any action. If applicable, any such change in Deputy will result in amendment to this MOU reflecting any change in the pay rate of the individual Deputy according to the replacing Deputy's salary.

8. **Oklahoma County Public Building Authority** understands and agrees that although the Deputy is on the site of **PBA** grounds and is carrying out special activities for the **PBA**, 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

Oklahoma County Public Building Authority

Signature of Authorized Official

Date

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:



Assistant District Attorney

8/17/2010

ATTEST: _____, Deputy
Carolynn Caudill, County Clerk