

# PENDING APPROVAL

## OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM REQUEST SHEET

FOR THE WEDNESDAY, JUNE 30, 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: N/A

FUND NUMBERS: N/A

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 MOU between the Oklahoma Zoological Trust and the Sheriff's Office for the provision of Substation and two (2) full-time uniformed deputies.

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: RC 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:** 6/22/2010

**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 MOU between the Oklahoma Zoological Trust and the Sheriff's Office for the provision of a Substation and two (2) full-time uniformed deputies.

**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:** 6/22/10

**REPLY BY DISTRICT ATTORNEY:** Reviewed

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

DAVID PRATER  
DISTRICT ATTORNEY

By: [Signature]

STATE OF OKLAHOMA  
OKLAHOMA COUNTY  
RECORDED OR FILED  
2010 JUN 22 P 2:50

RECEIVED  
JUN 22 2010  
CIVIL DIVISION  
DISTRICT ATTORNEY

# PENDING APPROVAL

## MEMORANDUM OF UNDERSTANDING

### Re: Oklahoma City Zoo and Oklahoma County Sheriff Agreement

This Memorandum of Understanding ("MOU") by and between Sheriff John Whetsel of Oklahoma County ("Sheriff") and the Trustees of the Oklahoma City Zoological Trust ("Zoo") dated this 16 day of June, 2010.

#### "WITNESS"

**Whereas** the Zoo is open to the public;

**Whereas** the Zoo is experiencing an increase in attendance by the public;

**Whereas** the Zoo would benefit from additional security;

**Whereas** the Oklahoma County Sheriff has agreed to provide the additional security if the Zoo will provide the office space for a substation.

Now therefore the Zoo and Sheriff agree as follows:

A. The Oklahoma County Sheriff's Department will provide:

1. Two full-time uniformed deputies, 40 hours/week. Reserve Deputies will be utilized when the full-time deputies are not available:

B. The Zoo will provide:

1. Office space for the substation to be located at the front entry plaza, south of guest relations;
2. Appropriate signage for the substation;
3. Local phone service and internet access.

C. The term of this MOU shall be one-year, commencing July 1, 2010 and ending June 30, 2011. This MOU may be renewed for additional one-year terms upon written agreement of the parties, provided either party may terminate this MOU upon 30 days written notice.

D. All parties herein, shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment subject to limitations and exceptions specified in the Governmental Tort Claims Act. All parties shall further be exclusively responsible for its own acts and/or the acts of its employees for any alleged violations of rights under the United States Constitution as required by law. Therefore, no party shall be liable for the acts or omissions of the other parties.

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- E. Zoo shall provide all maintenance and cleaning of the substation. The maintenance and cleaning shall be done in accordance with normal Zoo standards.
- F. Zoo and Sheriff understand that all improvements made to the substation shall be property of the Zoo.
- G. Notice or other communication to Zoo or Sheriff shall be sufficient if sent by registered or certified mail to:

Executive Director  
Oklahoma City Zoological Trust  
2101 NE 50<sup>th</sup> Street  
Oklahoma City, OK 73111

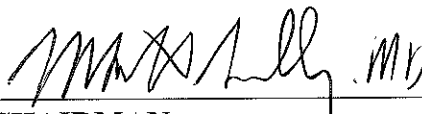
Sheriff  
John Whetsel  
201 N. Shartel  
Oklahoma City, OK 73102

or to such representative addresses as the parties may subsequently designate in writing from time to time.

- H. The ordinance, laws, rules and regulations of The City of Oklahoma City, The State of Oklahoma and the United States of America shall govern this MOU.
- I. Zoo and Sheriff understand that this MOU includes all the covenants, stipulations and provisions agreed upon by the parties. No party has authority to alter or change the terms hereof, except as provided herein, and no party is or shall be bound by any statement or representation not in conformity herewith.
- J. All amendments, addendums and additions hereto shall be in writing and approved by all parties.

**APPROVED** by the Trustees and **SIGNED** by the Chairman of the Oklahoma City Zoological Trust this 16<sup>th</sup> day of June, 2010.

**OKLAHOMA CITY ZOOLOGICAL TRUST**

  
\_\_\_\_\_  
**CHAIRMAN**

# PENDING APPROVAL

ATTEST: (seal)

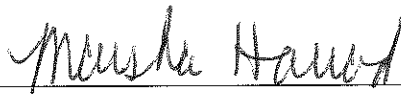
  
\_\_\_\_\_  
Secretary

**APPROVED** by the Trustees and **SIGNED** by the Sheriff of Oklahoma County this  
\_\_\_\_ day of \_\_\_\_\_ 2010.

**OKLAHOMA COUNTY SHERIFF**

  
\_\_\_\_\_  
**SHERIFF JOHN WHETSEL**

**REVIEWED** as to form and legality this 16<sup>TH</sup> day of June 2010.

  
\_\_\_\_\_  
**ASSISTANT MUNICIPAL COUNSELOR**

# PENDING APPROVAL

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

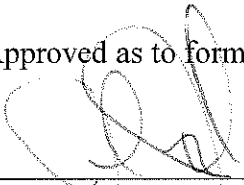
Board of County Commissioners  
Oklahoma County, Oklahoma County

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Approved as to form and legality:

 6/22/2010  
\_\_\_\_\_  
Assistant District Attorney

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