

County Request No. 512

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: _____ Department: Facilities Management

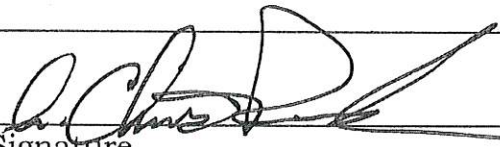
State the nature of the legal request: _____

Please review MOU between the PBA and the BOCC on behalf of the Sheriff's
Department for the provision of a deputy sheriff for FY 24/25 pending encumbrance of
funds.

RECEIVED

JUL 02 2024

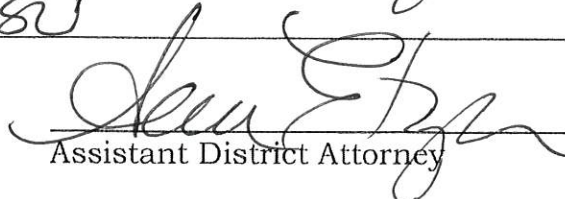
**CIVIL DIVISION
DISTRICT ATTORNEY**


Signature

Reply of District Attorney's Office: _____

*Reviewed
Needs BOCC signature
page to approve for
OC80*

Date of Reply: 7/2/24


Assistant District Attorney

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

This Memorandum of Understanding (MOU), updated **July 1, 2024** is an agreement between the **Oklahoma County Board of County Commissioners, on behalf of the Oklahoma County Sheriff's Office (OCSO), 2101 NE 36TH, Oklahoma City, OK 73111, 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 Board of County Commissioners, on behalf of 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 1, 2024** and will terminate at the close of business on **June 30, 2025**.
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, as well as any fuel costs, from the period of **July 1, 2024** until **June 30, 2025**.
6. Reimbursement of salary and benefits, as well as any fuel costs for the Deputy's services, will be billed monthly by invoice at the end of each month beginning in **July 1, 2024**, and concluding **June 30, 2025**. During the course of this agreement, there are **twelve (12)** billed periods at **\$8,297.04** per month for a total annual amount of **\$99,564.48**. Will adjust month and amount according to placement and attendance at the **Oklahoma County Public Building Authority**.

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

07/03/2024

Date

Tommie Johnson III, 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

APPROVED this _____ day of _____, _____

Board of County Commissioners
Oklahoma County, Oklahoma County

_____ Chair

_____ Member

_____ Member

Approved as to form and legality on behalf of Oklahoma County:

Assistant District Attorney

ATTEST: _____
Deputy County Clerk

Bill To METRO PARKING 321 ROBERT S. KERR OKLAHOMA CITY, OK 73102	Requisition 12500509-00 FY 2025 Acct No: UNDEFINED ACCOUNT. Review: Buyer: 6065mparihya Status: Created	Page 1
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Vendor OKLAHOMA COUNTY SHERIFF OFFICE 320 ROBERT S KERR AVE OKLAHOMA CITY, OK 73102	Ship To METRO PARKING 321 ROBERT S. KERR OKLAHOMA CITY, OK 73102
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Deliver To
 METRO PARKING
 321 ROBERT S. KERR

 OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/24	000235				Metro Parking Garage

LN Description / Account	Qty	Unit Price	Net Price
001 BPO MOU deputy for metro NOC	99564.48 EACH	1.00000	99564.48

Ship To
 METRO PARKING
 321 ROBERT S. KERR
 OKLAHOMA CITY, OK 73102

Deliver To
 METRO PARKING
 321 ROBERT S. KERR
 OKLAHOMA CITY, OK 73102

Requisition Link	Requisition Total	99564.48
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***** General Ledger Summary Section *****
 Account

Amount Remaining Budget