

#341

**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:** 04-23-2021

**COUNTY DEPARTMENT MAKING REQUEST:** Sheriff

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: Request for Legality – SRO Contract Renewals from Choctaw-Nicoma Park Public Schools-- Small Changes to the MOU include the daily rate amount and a provision for the schools to pay for SRO's regardless their decision to hold classes in person or online.

**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).

  
\_\_\_\_\_  
COUNTY OFFICER

.....  
**DATE RECEIVED BY DISTRICT ATTORNEY:** \_\_\_\_\_

**REPLY BY DISTRICT ATTORNEY:** \_\_\_\_\_



DAVID PRATER  
DISTRICT ATTORNEY

By: 

RECEIVED

APR 26 2021

CIVIL DIVISION  
DISTRICT ATTORNEY

**MEMORANDUM OF UNDERSTANDING  
OKLAHOMA COUNTY SHERIFF'S OFFICE  
FOR THE  
PROVISION OF SCHOOL RESOURCE OFFICER(S)**

This Memorandum of Understanding (MOU), dated **March 11, 2021** is an agreement between the **Board of County Commissioners of Oklahoma County** on behalf of **Oklahoma County Sheriff's Office (OCSO)**, 2101 NE 36<sup>th</sup>, Oklahoma City, OK 73111, and the **Choctaw Nicoma Park Public School District**, 12880 NE 10<sup>th</sup> Street, Choctaw, OK 73020.

This agreement, which is approved and accepted by the **OCSO** and the **Choctaw Nicoma Park Public School 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 the **Choctaw Nicoma Park Public School District** one (1) uniformed Deputy and one (1) marked patrol vehicle.
2. The assignment of the Deputy from the **OCSO** will coincide with the **Choctaw Nicoma Park Public School District** Calendar. Should the official District Calendar be revised due to unforeseen circumstances, **OCSO** will honor the revised calendar.
3. The assigned Deputy will work on-site of the campus(es) (building, grounds, etc.) of the **Choctaw Nicoma Park Public School District** each weekday (Monday through Friday) covered in the **2021-2022 Choctaw Nicoma Park Public School District Calendar** during the **Choctaw Nicoma Park Public School District** 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.
4. The **Choctaw Nicoma Park Public School District** agrees to provide adequate parking and operating space for the Deputy assigned by the **OCSO**.
5. The **Choctaw Nicoma Park Public School District** agrees to reimburse the **OCSO** for the salary and benefits of the assigned Deputy for the time period identified by the **Choctaw Nicoma Park Public School 2021-2022 District Calendar**, or through a mutually agreed upon extended closing date, if necessary, due to unforeseen circumstances.
6. Reimbursement for the Deputy's services will be billed monthly, quarterly, or in one lump sum (as directed by the School) by invoice for the duration of the **Choctaw Nicoma Park Public School 2021-2022 Official Calendar**, and any associated extensions to the calendar. During the course of this agreement, the **OCSO** will bill the **Choctaw Nicoma Park Public School** at the FY 2021-2022 standardized rate of Two Hundred Ninety Five Dollars (**\$295.00**) per day per Deputy regardless of the decision made by the School or District to hold in person or virtual classes.

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, initiated by the District, shall include the reasons behind the decision for removal. Any training costs specific to the assignment as a School Resource Officer shall be billed to the **Choctaw Nicoma Park Public School District** upon completion by the replacement Deputy. 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. The OCSO reserves the right to require a meeting with the officials of the **Choctaw Nicoma Park Public School District** prior to any action.
8. The **Choctaw Nicoma Park Public School District** understands and agrees, that although the Deputy is assigned to **Choctaw Nicoma Park Public School District** property and is carrying out special activities for the **Choctaw Nicoma Park Public School District**, the assigned Deputy is at all times an employee of the **OCSO**, operating under the policies and procedures of the **OCSO** and only under the direction or command of the **OCSO**. As the Deputy remains an employee of the **OCSO**, all personnel related issues, such as workman's compensation benefits, shall be provided by 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

04/26/2021  
Date

**Tommie Johnson III, Sheriff**

Printed Name and Title of Signing Official

**Choctaw Nicoma Park Public School District:**

  
\_\_\_\_\_  
Signature of Authorized Official

4-12-2021  
Date

Janice Modisette  
\_\_\_\_\_  
Printed Name and Title of Signing Official

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021

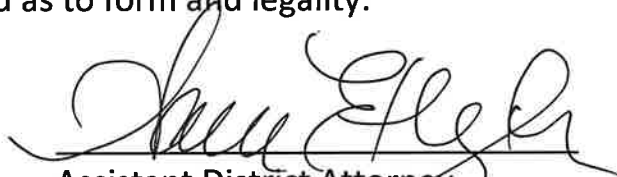
Board of County Commissioners  
Oklahoma County, Oklahoma County

\_\_\_\_\_ Chair

\_\_\_\_\_ Member

\_\_\_\_\_ Member

Approved as to form and legality:

  
Assistant District Attorney

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