

County Request No. 492

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: 07/08/2025 Department: JJC

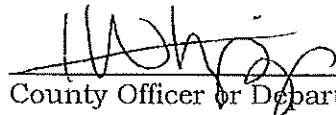
State the nature of the legal request: _____

Please see the attached Radio System License Agreement for review. There have been no changes to this agreement from last year, other than the highlighted portion which just includes the price. Thank you for your time.

RECEIVED

JUL 08 2025

CIVIL DIVISION
DISTRICT ATTORNEY


County Officer or Department Director

Reply of District Attorney's Office: _____

Revised

Date of Reply: 7/8/25 
Assistant District Attorney

RADIO SYSTEM LICENSE AGREEMENT

THIS LICENSE is hereby granted as of July 1, 2025 by the City of Oklahoma City, a municipal corporation ("Licensor") to Board of County Commissioners, on behalf of the Oklahoma County Juvenile Bureau ("Licensee").

WITNESSETH

WHEREAS, The City of Oklahoma City owns an 800 MHz Trunked Radio System ("TRS") and is duly licensed by the Federal Communications Commission ("FCC") for the operation of same, and

WHEREAS, Board of County Commissioners on behalf of the Oklahoma County Juvenile Bureau desires to utilize the TRS for daily operational needs and to facilitate both radio operability and interoperability within the region, and

WHEREAS, the City of Oklahoma City desires to enhance both radio operability and interoperability within the region;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, agree as follows:

1 DEFINITIONS

All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with local and state law, except where the context clearly indicates a different meaning. For purposes of this license agreement, the following terms and phrases shall have the meaning subscribed herein:

1.1 The Parties

The City of Oklahoma City, a municipal corporation, and
Board of County Commissioners on behalf of the Oklahoma County Juvenile Bureau

1.2 License

The written agreement between the City of Oklahoma City and
Board of County Commissioners on behalf of the Oklahoma County Juvenile Bureau, covering the radio system services to be provided, and covering the duties, obligations and rights of the Parties and including any amendments thereto.

1.3 Radio System

The 800 MHz Trunked Radio System ("TRS") owned and operated by the City of Oklahoma City, and licensed by the FCC, for specific purposes which enable audio conversations to be conducted between users utilizing specific radio terminal equipment.

1.4 Radio Terminal Equipment

Mobile, stationary, or portable communications devices communicating among themselves over specific air wave frequencies.

1.5 Talkgroup

A designated identifier within a trunked radio system used to group users with common conversational needs. Logically equivalent to the term "channel" when referring to conventional radio systems.

1.6 Public Safety Agency

Governmental and public entities or those non-governmental, private organizations which are properly authorized by the appropriate governmental authority whose primary mission is providing public safety services.

1.7 Repair

Basic repair of Licensee owned radio equipment can be conducted by the Licensor. This equipment must be current production models that still have availability of parts by the manufacturer. This repair service only includes normal wear and tear items to make the radio functional (for example buttons and antennas replacement) and does not include damage caused by liquids, excessive heat, physical damage due to misuse or abuse, electrical faults, force majeure, acts of civil unrest, or war. Nonperforming batteries will be exchanged from the battery pool, if available; however, new replacement batteries are not included. The batteries in the battery pool will normally be only manufacture devices and models currently in use and supported by the Licensor.

Accessory items that are not required to make the radio functional, such as earpieces, lapel mics, surveillance packages, carrying cases, etc. are not covered.

2 OBLIGATIONS OF THE LICENSOR

Licensor agrees that during the term of this agreement, it shall:

- A. Permit the Licensee access to the Radio System for purposes of conducting daily operational business;
- B. Permit the Licensee access to the Radio System for purposes of radio interoperability with other Public Safety Agencies, both within the TRS and external to the TRS as provided by the system capabilities;
- C. Provide the Licensee with programming services as necessary to provide mutually agreed access to, and functionality of the Radio System in accordance with the currently published fee schedule;
- D. Provide the Licensee with mobile Radio Terminal Equipment installation service in accordance with the currently published fee schedule;
- E. Upon notification that one or more units of the Licensee's Radio Terminal Equipment has been lost or stolen, the Licensor will take all reasonable actions to prevent any of the Licensee's lost or stolen units from gaining access to the Radio System;
- F. Provide the same level of priority access to the Radio System as that afforded to the Licensor.
- G. Provide the Licensee with maintenance services as defined above in 1.7.

3 OBLIGATIONS OF THE LICENSEE

Licensee agrees that during the term of this agreement, it shall:

- A. Assume all cost and responsibility for providing Radio Terminal Equipment meeting the technical specification standards as set by the Licensor;
- B. Pay all applicable fees as provided in the fee schedules set forth in Exhibit A;
 - 1. Pay the Capital Replacement Allocation Fee of \$780.00 for FY 2026;
 - 2. Pay the Usage and Maintenance Fees for Four (4) portable radios of \$16.82 each per month, a total not to exceed \$807.36 for up to twelve (12) months usage during FY 2026;
 - 3. Licensee agrees to encumber and pay these amounts and agrees the total amount of the contract for FY 2026 will not exceed \$1,587.36, as set forth in Exhibit A;
- C. Provide all necessary mounting accessories as needed to perform mobile radio installation;

- D. Coordinate mobile radio installation with the Licensor as needed to accomplish mutually acceptable scheduling;
- E. Provide its Radio Terminal Equipment to the Licensor for purposes of inventory, marking, and unit identification;
- F. Provide the Licensor with a minimum of ten (10) working days prior notification of any intent to increase or decrease the number of Radio Terminal Equipment units in use by the Licensee;
- G. Provide its Radio Terminal Equipment to the Licensor for purposes of programming and repair;
- H. Upon notification that one or more units of its Radio Terminal Equipment have been lost or stolen, take all reasonable actions to notify the Licensor at the earliest possible opportunity.

4 OBSERVANCE OF LAWS, RULES, AND REGULATIONS

The Parties agree to observe and abide by all applicable statutes, laws, rules, and regulations, including, but not limited to, those enforced by the FCC, as well as those applicable administrative rules of the Parties that are now in effect or that may become effective during the term of this License. The Parties acknowledge that, should any statute, rule, regulation, or administrative rule change during the term of this License, and if this change necessitates a modification of the License, the modification may be effectuated by the other party without incurring any liability for such modification. The Parties also agree to amend the License Agreement to conform with said change of law. Provided, however, either party may terminate this Agreement in the event that such change in law or rulemaking make the terms of this Agreement untenable to the Parties.

5 LICENSE PERIOD / TERM / TERM RENEWAL AND TERMINATION

This License shall be effective upon the execution of the Agreement by all parties through, June 30, 2026, at midnight, with an option to renew for four (4) successive terms ending the 30th day of June of each year under the same terms and conditions, provided both parties agree to renew, subject to annual appropriations.

5.1 Discretionary Termination

This Agreement may be terminated by either Party for any reason or cause, or no reason at all, upon sixty (60) days written notice to the Parties.

5.2 Payment upon Termination

Upon receipt of the written notice of termination, the Licensee shall pay the Licensor for all outstanding expenses, costs and charges incurred and all work and services rendered up to the time of termination.

6 **NOTICES**

All notices and orders given pursuant to this License shall be in writing, delivered to either party using either a traceable delivery service or certified mail. Notices and orders are to be addressed as follows:

If to Licensee:

Oklahoma County Juvenile Bureau
5905 N Classen Court
Oklahoma City, OK 73118
Attn: Hannah Whipp, Director
C/O Estabraq Al-Adhami

If to Licensor:

The City of Oklahoma City
Information Technology
100 N. Walker Ave., Suite 600
Oklahoma City, Oklahoma 73102
Attn: IT Administration

The person and the place to which notices are to be mailed to either party may be changed from time to time by notice given in accordance with the provisions of this section.

7 **ENTIRE AGREEMENT**

This agreement, including its exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of The Parties. Neither the Licensee

nor the Licensor has made or shall be bound by any agreement or any representation to the other concerning this agreement, which is not expressly set forth herein.

8 **SEVERABILITY**

In the event that any provision, clause, portion, or section of this agreement is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this agreement.

9 **AMENDMENT**

This License may be modified only by a written amendment of subsequent date hereto, approved and signed by The Parties.

10 **DESCRIPTIVE HEADINGS**

The descriptive headings of the sections of this License are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation, or effect of this agreement.

11 **CONSTRUCTION AND ENFORCEMENT**

This License shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this agreement, it shall not be construed for or against any party on the basis that such party did or did not author the same.

12 **SURVIVAL OR REPRESENTATIONS**

All representation and covenants of the parties shall survive the expiration of this License.

13 **PARTIES BOUND**

This License shall be binding upon and inure to the benefit of all parties. This License is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.

14 VENUE OF ACTION

The parties agree that if any legal action is brought pursuant to this License, such action shall be instituted in the district court of Oklahoma County.

15 EFFECTIVE DATE

The effective date of this License shall be the execution of this agreement by the Parties.

16 NAME AND LOGO

Neither party shall use the other party's name or logo, nor that of any other subcontractors or participating entities, without their prior written permission.

17 NO WAIVER

No omission or delay by either party to this License at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this agreement, shall be a waiver of any such right or remedy to which either party is entitled, nor shall it in any way affect the right of either party to enforce such provisions thereafter.

18 FORCE MAJEURE

In the event that performance by either party of any of its obligations or undertakings under this agreement shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party hereto, whether such occurrence be an act of God such as lightning, earthquakes, floods or other like causes, the common enemy, the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire, epidemic and/or pandemic or the act or conduct of any person or persons not a party to or under the direction or control of a party hereto, then such performance shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

19 SEVERAL LIABILITY

19.1 This License Agreement shall not be construed as creating any agency or third party beneficiary agreements in any form whatsoever.

19.2 All parties shall be exclusively liable for the loss resulting from its torts or the torts of its employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 §§151 et seq. and as amended. The Parties are separate legal entities, and no party shall be liable for the acts and omissions of the other party.

19.3 The Licensee shall provide either a certificate of insurance or a letter of self-insurance.

20 SERVICE INTERRUPTION

Licensors does not guarantee 100% coverage or service availability. To the extent that service interruption does occur, Licensor will take reasonable steps to remedy the cause of such interruption and restore service to the previous standard of service. Licensor will not be liable to Licensee for lost service during such period of service loss.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and delivered by their authorized representatives on or as of the day and year first hereinabove written.

APPROVED by the Council and signed by the Mayor of The City of Oklahoma City

this ____ day of _____, 2025.

ATTEST:

CITY CLERK

MAYOR

REVIEWED for form and legality.

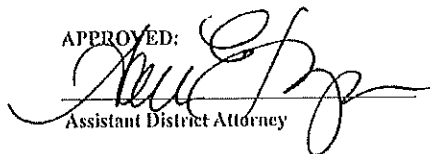
ASSISTANT MUNICIPAL COUNSELOR

Board of County Commissioners
Oklahoma County, Oklahoma

Chairman

Member

Member

APPROVED:

Assistant District Attorney

ATTEST:

Maressa Treat, County Clerk

EXHIBIT A

FEE SCHEDULE

CAPITAL REPLACEMENT ALLOCATION FEE

*Estimated Total Number of Radios	*Estimated Annual Capital Replacement Allocation Fee
4	\$780.00

*Actual annual fee dependent on number of radios in the system by Licensee

Capital Replacement Allocation fee for Radio System Upgrade to P25 Standard will be assessed at \$195 per radio per year and assessed based upon the number of radios in use by each Licensee. The fee will not increase beyond its initial amount, unless it is due to an increasing number of radios used by Licensee.

USAGE FEES

FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
\$16.82 per radio, per month	\$17.32 per radio, per month	\$17.84 per radio, per month	\$18.38 per radio, per month	\$18.93 per radio, per month	Portable radio usage and repair
\$24.19 per radio, per month	\$24.91 per radio, per month	\$25.66 per radio, per month	\$26.43 per radio, per month	\$27.22 per radio, per month	Mobile, desktop, or racked radio usage and repair

Usage fees will increase three percent (3%) annually. Repair applies to normal wear and tear of the terminal equipment. Damaged equipment is not covered under the terms of repair and is the financial responsibility of the Licensee. Repair is defined in Section 1.7 of this License Agreement. Repair is to be provided at the 3738 SW 15th Street, Oklahoma City, Ok, Building #14 (Oklahoma City Radio Shop).

MOBILE INSTALLATION

Police Front Mount	Police Remote Mount	Fire Front Mount	Fire Remote Mount
\$145.00 / install	\$203.00 / install	\$203.00 / install	\$319.00 / install

Mobile installation is provided by the Oklahoma City Radio Shop. Licensee is responsible for provision of mounting hardware and vehicle antenna. Installation requests will be scheduled in advance with Radio Shop management. The fee is applicable for each installation occurrence, including vehicle replacement and/or transfer of equipment.

BILLING FREQUENCY

Capital Replacement Allocation fee will be billed annually at the beginning of each new fiscal year. Usage and installation fees will be billed semi-annually in arrears.

Bill To JUVENILE JUSTICE BUREAU 5905 N. CLASSEN COURT SUITE 400 OKLAHOMA CITY, OK 73118	Requisition 12600282-00 FY 2026 PO 22600277 Acct No: 10152600-54455 Review: Buyer: 6065cbgrab1 Status: Converted	Page 1
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Vendor CITY OF OKLAHOMA CITY PO BOX 26570 OKLAHOMA CITY, OK 73126-0570	Ship To JUVENILE JUSTICE BUREAU 5905 N. CLASSEN COURT SUITE 400 OKLAHOMA CITY, OK 73118
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Deliver To
 JUVENILE JUSTICE BUREAU
 5905 N. CLASSEN COURT
 SUITE 400
 OKLAHOMA CITY, OK 73118

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/25	1000573				Juvenile Justice Bureau

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
2025-2676 7/125 BOCC				
001	Blanket for DA Contract for Professional Services (800 MHZ) Trunked Radio System (TRS) Usage for FY26. Approved at the ? BOCC Meeting.	1172.88	1.00000	1172.88
		EACH		
1	10152600-54455		1172.88	

Ship To
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 SUITE 400
 OKLAHOMA CITY, OK 73118

Deliver To
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 5905 N. CLASSEN COURT
 SUITE 400
 OKLAHOMA CITY, OK 73118

Requisition Link Requisition Total 1172.88

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
10152600-54455	1172.88	189809.36
Juvenile Bureau	Professional Services-Other	

Bill To
 JUVENILE JUSTICE BUREAU
 5905 N. CLASSEN COURT
 SUITE 400
 OKLAHOMA CITY, OK
 73118

Requisition 12600282-00 FY 2026
 PO 22600277

Acct No:
 10152600-54455
 Review:
 Buyer: 6065cbgrab1
 Status: Converted

Vendor
 CITY OF OKLAHOMA CITY
 PO BOX 26570

 OKLAHOMA CITY, OK 73126-0570

Ship To
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Deliver To
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 OKLAHOMA CITY, OK 73118

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/25	000573				Juvenile Justice Bureau

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
	Activity Date Clerk			Comment
	Approved 07/01/25 Grant Billingsley			
	Approved 07/01/25 Hannah Whipp			Auto approved by: 6065cbgrab1
	Approved 07/01/25 Albert Rodriguez			Auto approved by: 6065ccdebmc
	Approved 07/01/25 Deborah McDonald			
	Approved 07/01/25 Maria Pinley			Auto approved by: 6065ccdebmc
	Approved 07/01/25 Sheena McGrady			Auto approved by: 6065ccdebmc
	Approved 07/01/25 Chantel Boso			Auto approved by: 6065ccdebmc
	Approved 07/01/25 Chantel Boso			Auto approved by: 6065pu1auadk
	Approved 07/01/25 Ashley Franklin			Auto approved by: 6065pu1auadk
	Approved 07/01/25 Ashley McMichael			Auto approved by: 6065pu1auadk
	Approved 07/01/25 Lauren Adkison			
	Approved 07/01/25 Long Tran			Auto approved by: 6065pu1auadk

Bill To JUVENILE JUSTICE BUREAU 5905 N. CLASSEN COURT SUITE 400 OKLAHOMA CITY, OK 73118	Requisition 12600281-00 FY 2026 PO 22600273 Acct No: 10152500-54455 Review: Buyer: 6065cbgrab1 Status: Converted
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Vendor
 CITY OF OKLAHOMA CITY
 PO BOX 26570

 OKLAHOMA CITY, OK 73126-0570

Ship To
 JUVENILE JUSTICE BUREAU
 5905 N. CLASSEN COURT
 SUITE 400
 OKLAHOMA CITY, OK 73118

Deliver To
 JUVENILE JUSTICE BUREAU
 5905 N. CLASSEN COURT
 SUITE 400
 OKLAHOMA CITY, OK 73118

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/25	000573				Juvenile Justice Bureau

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

2025-2676 7/125 BOCC				
001	Blanket for Professional Services (800 MHz) Trunked Radio System (TRS) Usage for FY26.	120.00 EACH	1.00000	120.00
1	10152500-54455		120.00	

Ship To
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 OKLAHOMA CITY, OK 73118

Deliver To
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 5905 N. CLASSEN COURT
 SUITE 400
 OKLAHOMA CITY, OK 73118

Requisition Link Requisition Total 120.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
10152500-54455	120.00	594596.51
Juvenile Detention		Professional Services-Other

***** Approval/Conversion Info *****

Bill To
 JUVENILE JUSTICE BUREAU
 5905 N. CLASSEN COURT
 SUITE 400
 OKLAHOMA CITY, OK
 73118

Requisition 12600281-00 FY 2026
 PO 22600273

Acct No:
 10152500-54455
 Review:
 Buyer: 6065cbgrab1
 Status: Converted

Vendor
 CITY OF OKLAHOMA CITY
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OKLAHOMA CITY, OK 73126-0570

Deliver To
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/25	000573				Juvenile Justice Bureau

LN	Description / Account	Activity	Date	Clerk	Qty	Unit Price	Net Price
		Approved	07/01/25	Grant Billingsley			
		Approved	07/01/25	Hannah Whipp			
		Approved	07/01/25	Albert Rodriguez			
		Approved	07/01/25	Deborah McDonald			
		Approved	07/01/25	Maria Pinley			
		Approved	07/01/25	Sheena McGrady			
		Approved	07/01/25	Chantel Boso			
		Approved	07/01/25	Chantel Boso			
		Approved	07/01/25	Ashley Franklin			
		Approved	07/01/25	Ashley McMichael			
		Approved	07/01/25	Lauren Adkison			
		Approved	07/01/25	Long Tran			

Auto approved by: 6065cbgrab1
 Auto approved by: 6065ccdebmc
 Auto approved by: 6065ccdebmc
 Auto approved by: 6065ccdebmc
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