

#562
#569

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: 8 / 2 / 22. **COUNTY DEPARTMENT MAKING REQUEST:**

Emergency Management

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: *Please review as to form and legality the attached Annual Agreement between OK County and the City of Oklahoma City for leased space at the Regional Multiagency Coordination Center (RMACC). A copy of the previous Agreement is attached, modifications are applicable dates. Funding: Requisition 12300195-00, PO 22300652 for \$25,000. (Copies attached).*

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:

Reviewed

8-2-22

[Signature]

**DAVID PRATER
DISTRICT ATTORNEY**

By: _____

**Continuation of - Memorandum of Understanding
Shared Regional Multi-Agency Coordination Center**

**City of Oklahoma City
and
County of Oklahoma County**

FY 2022-2023

I. Introduction and Background

Disaster and emergency incident mitigation, preparedness, response and recovery activities and responsibilities are shared by all public-safety personnel, regardless of discipline or jurisdiction. The strength in being able to effectively and efficiently handle these situations is not in what we can do for ourselves, but what we as a team can do in concert with each other.

The Oklahoma City Office of Emergency Management and Oklahoma County Office of Emergency Management, in the interest of supporting and strengthening our mutually beneficial partnership for the provision of public safety-related services within our jurisdictions and the surrounding area, have taken collaborative steps to share the underground Regional Multi-Agency Coordination Center (RMACC) facility at 4600 North Martin Luther King Boulevard. The RMACC houses the Medical Emergency Response Center (MERC) operated by the Regional Medical Response System; the Oklahoma County Emergency Operations Center (EOC); The City of Oklahoma City Multiagency Coordination Center (OKC MAC); The City of Oklahoma City 911 Alternate Site; and the offices of Oklahoma County Emergency Management and Oklahoma City Office of Emergency Management.

II. Scope

This document addresses the mutual partnership between the Oklahoma City Office of Emergency Management and the Oklahoma County Office of Emergency Management, in relation to their sharing of the above identified facility. These offices continue to remain autonomous in regards to operations and authorities, however, because of the sharing of like duties, responsibilities and geographical factors, the cooperation and mutual support between these offices is at a high level. The sharing of available resources, information, documentation and professional efforts significantly enhances the operations of both offices, and additionally serves to help facilitate a regional approach for the coordination of emergency incidents throughout our region.

It is the desire of the Oklahoma City Office of Emergency Management and the Oklahoma County Office of Emergency Management to continue the regional approach for the Regional Multiagency Coordination Center, allowing use of the site as a backup facility for surrounding cities and towns, 2-1-1, and for the Oklahoma Department of

Emergency Management, should their primary sites become untenable or otherwise unusable.

The regional approach is further supported as part of the Urban Area Security Initiative (UASI) project for Oklahoma Homeland Security Regions 6 and 8 which include Oklahoma County, Canadian County, Logan County, Lincoln County, Pottawatomie County, Cleveland County, and McClain County in central Oklahoma.

III. General Terms of this Memorandum

1. Agreement to Share Resources:

To the best of our ability, the Oklahoma City Office of Emergency Management and the Oklahoma County Office of Emergency Management agree to share the following resources, as much as practical and effective, during times of mitigation, preparation, response and recovery in relation to disasters or emergency events:

- Personnel - (paid and volunteer, not to interfere with assigned duties and responsibilities for the entity of employment). Employees participating in this resource sharing shall at all times remain employees of their respective employing entity. Nothing herein contained shall be construed as incurring any liability for either party to this agreement for salary, overtime, Workers Compensation, FICA, withholding tax, unemployment compensation, or any other payment related to services of the other party's employees.
- Equipment - including communications resources within the Regional Multiagency Coordination Center (radio, telephone, Internet, Amateur Radio, etc.).
- Supplies - including those items necessary for day-to-day operations, and operations during an event or incident.
- Information - related to the efficient operations of both entities and as allowed by law.
- Facility - while remaining the property of the City of Oklahoma City, full facility access will be provided to Oklahoma County for Oklahoma County Emergency Management operations and other activities outlined in this memorandum, or in support thereof. Private office space for the Oklahoma County Office of Emergency Management will be rooms 107, 108 and 110. Revisions to specific private office space will be negotiated as needed.
- Oklahoma County Management of Information Services (MIS) Department and Oklahoma City Information Technology will continue to work together to define, discuss, design, and negotiate connectivity and space requirements for County assets to be installed at the site, taking into consideration the physical space available, electrical power and uninterrupted power supply capacity, cooling and impact on available connectivity. Should additional costs for solutions to these factors as

specifically related to Oklahoma County MIS activities be identified, they will be the responsibility of Oklahoma County, unless negotiated by formal agreement.

- Room 101 is designated as the City of Oklahoma City Multiagency Coordination Center (OKC MAC). When the OKC MAC is activated Room 101 is for the exclusive use of the City of Oklahoma City. When the OKC MAC is not activated, then Room 101 may be used by any of the RMACC tenants for other purposes such as meetings and training classes.
- Room 111 is designated as the Oklahoma County Emergency Operations Center (EOC). When the Oklahoma County EOC is activated Room 111 is for the exclusive use of Oklahoma County Emergency Management. When room 111 is not in use for the Oklahoma County EOC, then Room 111 may be used by any of the RMACC tenants for other purposes such as meetings and training classes. Upgrades to room 111 will be coordinated between the parties to ensure interoperability and/or compatibility.
- Room 106 is designated as the City of Oklahoma City 911 Alternate Site. When the City of Oklahoma City 911 Alternate Site is activated Room 106 is for the exclusive use of the City of Oklahoma City 911. When the City of Oklahoma City 911 Alternate Site is not activated, then it may be used by any of the RMACC tenants for other purposes such as meetings and training classes, however, because of the computer and telecommunication systems in Room 106 consideration should be given to the kind and type of meeting or training class conducted in this room.
- The use of Rooms 101, 106, and 111 for other purposes such as meeting and training classes can be scheduled through either Oklahoma City or Oklahoma County Emergency Management and documented on the RMACC Outlook Calendar.
- Amendments - Any amendment to this Agreement must be in writing and approved by the parties involved.

2. National Incident Management System:

- Both parties agree to utilize the most current version of the National Incident Management System (NIMS).
- Continued efforts to insure compatibility between the respective Emergency Operations Plans for all included jurisdictions
- Continued efforts to standardize the capabilities of citizen volunteers, including training and desirable skills
- Sharing of web-based coordination systems and other technology systems as utilized.

3. Oklahoma City/County Regional Multiagency Coordination Center Functions:

It is understood that activation of the Regional Multi-Agency Coordination Center (RMACC) by either Oklahoma City or Oklahoma County will take precedence over routine, daily use of the facility. Due to the shared geographic areas of both entities, it is likely that an event affecting one jurisdiction could easily affect the other. Some events, such as severe weather-related situations, will directly involve both entities and operations may actually overlap. Both Emergency Management Offices will strive to support the other in any manner possible, although the chain-of-command and other jurisdictional authorities will remain intact within the affected jurisdiction.

Should a jurisdiction other than Oklahoma City or Oklahoma County utilize the Regional Multi-Agency Coordination Center, the Oklahoma City and Oklahoma County Emergency Management Offices will provide assistance as available and practical.

4. Emergency Operations Plans:

The Oklahoma City Office of Emergency Management and the Oklahoma County Office of Emergency Management will each remain responsible for their respective Emergency Operations Plans, although continuity and consistency between the plans is encouraged.

5. Training and Education:

As part of the regional approach for facility utilization, training sessions and other educational opportunities may be scheduled within the Regional Multiagency Coordination Center, and as much as practical and applicable, should be shared between user agencies. These opportunities will include local, state and federal programs.

6. Funding and Cost-Sharing:

- Initial funding for the Regional Multi-Agency Coordination Center, in addition to the actual facility and associated site, has been provided by the City of Oklahoma City.
- Supplemental funding has been provided by the Urban Area Security Initiative (UASI) project.
- On-going operational expenses for the site shall be shared by Oklahoma City and Oklahoma County as follows:
 - Telephones, network connectivity, cell phone service, and other "routine" expenses that would be the responsibility of the user agency will remain as such.
 - Oklahoma City shall provide telephones and telephone service to the Regional Multiagency Coordination Center for use by Oklahoma City

- and Oklahoma County Emergency Management and by other agencies if necessary during activation of the Regional Multiagency Coordination Center.
- Oklahoma County shall provide \$25,000 per year in support of utility and operational costs for the facility, paid upon quarterly invoice from Oklahoma City in the amount of \$6,250 per quarter.
 - Oklahoma County may utilize the RMACC copier. The printing of five or more copies of a 100-page or larger document will require Oklahoma County to provide paper and toner for the copier in an amount commensurate with the copies made.
 - Facility/building maintenance issues are the responsibility of the City of Oklahoma City.
- Should reimbursement resulting from a formalized Disaster Declaration be made available, the "facility portion" of such reimbursement directly related to this facility, shall be documented and received by the City of Oklahoma City.

7. Computer Connectivity and Network Access

The City of Oklahoma City will provide the employees of the Oklahoma County Office of Emergency Management (4 employees) with connectivity to the Oklahoma County Network.

The Regional Multi-Agency Coordination Center network has been upgraded to City standards. Oklahoma City Information Technology and Oklahoma County Management of Information Services (MIS) Department have collaborated and must continue to do so as transport options are upgraded or become available, on the routing and fire wall configuration to be implemented to connect County employees at the Regional Multi-Agency Coordination Center to the County network through the existing link currently in place between the County and City networks. This will be accomplished via ACLs (Access Control Lists) to limit access to only resources required to accomplish business goals for County employees located at the Regional Multi-Agency Coordination Center.

8. Insurance

The County of Oklahoma County will provide and maintain Property Insurance coverage on any County-owned personal property (contents) located in the Regional Multi-Agency Coordination Center and will furnish to the City of Oklahoma City proof of such coverage in the form of an Evidence of Property Insurance certificate or Board of County Commissioner's Resolution verifying self-insurance by Oklahoma County.

The County of Oklahoma County will provide and maintain Commercial General Liability coverage for the premises, with limits not less than \$1,000,000 per occurrence and (unless self-insured) name the City of Oklahoma City as an

additional insured. The County shall furnish the City with a certificate of insurance as evidence of such coverage OR if self-insured, will furnish the City with a Statement of Self-Insurance providing limits as required by the Governmental Tort Claims Act (51 Oklahoma Statute, 151 Section).

The County of Oklahoma County will provide and maintain Worker's Compensation and Employer's Liability Insurance coverage for County employees working at the Regional Multi-Agency Coordination Center, with limits equal to or greater than those required by the Oklahoma Worker's Compensation Act, 85 O.S. Section 1 et. seq. A certificate of insurance providing evidence of such coverage will be furnished to the City OR if self insured, a copy of the current permit to self-insure issued by the Oklahoma Worker's Compensation Court.

9. Term

This agreement shall be in effect from July 1, 2022 and shall run through June 30, 2023, subject to renewal and ratification in consecutive succeeding years by mutual agreement. Either party may terminate this agreement upon thirty (30) days written notice of termination to the other party.

Nothing in this document or the subsequent agreement is intended to limit, restrict, or otherwise interfere with the managerial, operational, or functional needs or desires of the City of Oklahoma City or Oklahoma County. It is the intent of this document, and any subsequent agreement, to support and complement the operations of the City of Oklahoma City and Oklahoma County, particularly those related to public safety and the effective and efficient handling of disasters, emergency incidents, and/or related activities.

10. No Separate Legal Entity

No separate legal entity or organization shall be deemed created by virtue of this agreement.

11. Liability

This agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever.

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 the limitations and exceptions specified in the Governmental Tort Claims Act, 51 Oklahoma State Statute 2001, § 151-172, inclusive as last amended. All parties shall further be exclusively responsible for their own acts and/or the acts of their 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.

12. Notices

All notices required under this agreement shall be in writing, and shall be mailed by certified mail return receipt requested, to the parties at the following addresses:

- If to City: Chief of Police
700 Colcord Drive
Oklahoma City, OK 73102
- If to County: Director, Oklahoma County
Office of Emergency Management
320 Robert S. Kerr, Suite 101
Oklahoma City, OK 73102

CITY OF OKLAHOMA CITY

APPROVED by the City this _____ day of _____, 2022.

ATTEST:

City Clerk

By: _____
Mayor

REVIEWED as to form and legality

Assistant Municipal Counselor

Emergency Manager, Oklahoma City
Office of Emergency Management

OKLAHOMA COUNTY

APPROVED by the County this _____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF OKLAHOMA COUNTY, OKLAHOMA

By: _____
Chairman

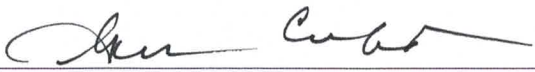
ATTEST:

By: _____
Member

County Clerk

By: _____
Member

APPROVED as to form and legality this 27 day of August, 2022.


Assistant District Attorney


Director, Oklahoma County
Office of Emergency Management



Oklahoma County

Requisition - Purchase Order

PO No. 22300652

Requisition No. <u>12300195</u>	Contract No. _____
Blanket PO ☐	
Requisitioning Department: <u>Emergency Management</u>	
Date Req.Rec. _____	Date Assigned: _____
Project No. _____	Date Assigned: _____

I approve the processing of this purchase request and the encumbering on the designated account to a maximum of: \$25,000.00

Account: 1001 - 550

Date: _____

Nick Rutledge
Requisitioning County Official

Vendor: OKLAHOMA CITY POLICE DEPT
700 COLCORD DRIVE
ATTN: POLICE FINANCE
OKLAHOMA CITY, OK 73102

Ship To: OK CO EMERGENCY MANAGEMENT
320 ROBERT S KERR
ROOM 101
OKLAHOMA CITY, OK 73102

Charge &
Invoice to: OKLAHOMA COUNTY CLERK
320 ROBERT S. KERR
ROOM 203
OKLAHOMA CITY, OK 73102

Fiscal Year: 2023

Date: 07/01/2022 Appropriation Account: 1001-550-54102

I hereby approve the issuance and encumbrance of this purchase order.

Chantel Bow
Purchasing Agent

I hereby certify that the amount of this encumbrance has been entered against the designated appropriation accounts and that this encumbrance is within the authorized available balance of said appropriation.

Dated this: _____ day of _____

Dany Lalut
County Clerk / Deputy
of Oklahoma County

19 Okl. St. Ann 1505 requires the vendor to furnish an itemized invoice which states the vendor's name and address, a clear description of each item purchased, its unit price, the number or volume of each item, its total price, the total of the purchase and the date of the purchase.

QTY	Unit	Description/PartNo	Unit Price	Amt. to be Encumbered	Amount Approved
		BLANKET - NOC - Funds for RMACC Lease Charges			
25,000.0	EACH	BLANKET - NOC - Lease Agreement with City of Oklahoma City RMACC lease charges NOTE: (The annual lease agreement with the City of Oklahoma City has not been received the agreement from OKC for BOCC approval as 06/29/2022). 1001 - 550	\$1.00	\$25,000.00	\$25,000.00
				\$25,000.00	

PO Total **\$25,000.00**

Bill To OK CO EMERGENCY MANAGEMENT 320 ROBERT S KERR ROOM 101 OKLAHOMA CITY, OK 73102	Requisition 12300195-00 FY 2023 PO 22300652 Acct No: 1001-20-550-000-000-54102 - Review: Buyer: 6065emnicrut Status: Converted	Page 1
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Vendor OKLAHOMA CITY POLICE DEPT 700 COLCORD DRIVE ATTN: POLICE FINANCE OKLAHOMA CITY, OK 73102	Ship To OK CO EMERGENCY MANAGEMENT 320 ROBERT S KERR ROOM 101 OKLAHOMA CITY, OK 73102
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Deliver To
 OK CO EMERGENCY MANAGEMENT
 320 ROBERT S KERR
 ROOM 101
 OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/06/22	000132				Emergency Management

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes				
Not on contract				
001	BLANKET - NOC - Lease Agreement with City of Oklahoma City RMACC lease charges NOTE: (The annual lease agreement with the City of Oklahoma City has not been received the agreement from OKC for BOCC approval as 06/29/2022).	25000.00 EACH	1.00000	25000.00
1	1001-20-550-000-000-54102 -			25000.00

Ship To
 OK CO EMERGENCY MANAGEMENT
 320 ROBERT S KERR
 ROOM 101
 OKLAHOMA CITY, OK 73102

Deliver To
 OK CO EMERGENCY MANAGEMENT
 320 ROBERT S KERR
 ROOM 101
 OKLAHOMA CITY, OK 73102

Requisition Link	Requisition Total	25000.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
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Bill To OK CO EMERGENCY MANAGEMENT 320 ROBERT S KERR ROOM 101 OKLAHOMA CITY, OK 73102	Requisition 12300195-00 FY 2023 PO 22300652 Acct No: 1001-20-550-000-000-54102 - Review: Buyer: 6065emnicrut Status: Converted	Page 2
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Vendor OKLAHOMA CITY POLICE DEPT 700 COLCORD DRIVE ATTN: POLICE FINANCE OKLAHOMA CITY, OK 73102	Ship To OK CO EMERGENCY MANAGEMENT 320 ROBERT S KERR ROOM 101 OKLAHOMA CITY, OK 73102
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Deliver To
 OK CO EMERGENCY MANAGEMENT
 320 ROBERT S KERR
 ROOM 101
 OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/06/22	000132				Emergency Management

Account	Amount	Remaining Budget
1001-20-550-000-000-54102 -		
Emergency Management	25000.00	18457.70
office Space		

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

Activity	Date	Clerk	Comment
Approved	07/01/22	David Barnes	
Approved	07/01/22	John Comstock	Auto approved by: 6065dbarnes
Approved	07/01/22	Deborah McDonald	Auto approved by: 6065dberry
Approved	07/01/22	Maaike Potter	Auto approved by: 6065dberry
Approved	07/01/22	Sheena McGrady	Auto approved by: 6065dberry
Approved	07/01/22	Danny Lambert	Auto approved by: 6065dberry
Approved	07/01/22	Dorinda Berry	
Approved	07/01/22	Charlotte Swindle	Auto approved by: 6065dberry
Approved	07/01/22	Chantel Boso	Auto approved by: 6065pulontra
Approved	07/01/22	Shanika Babcock	Auto approved by: 6065pulontra
Approved	07/01/22	Ashley McMichael	Auto approved by: 6065pulontra
Approved	07/01/22	Lauren Adkison	Auto approved by: 6065pulontra
Approved	07/01/22	Long Tran	