

PENDING APPROVAL

REQUISITION SHEET MUST BE ATTACHED
(Applies when agenda item requires a specific payment)

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

For the Wednesday, March 10, 2010 Agenda
(Day of Meeting) (Date and Year of Meeting)

DEPT.: Emergency Management BY: David Barnes EXT. 1369
(Department Requesting this item) (Contact person for this Item) (Contact's extension)

NAME OF FUND: _____

AGENDA ITEM DESCRIPTION:

Discussion and possible action for approval of the renewal Memorandum of Understanding between Oklahoma County and Oklahoma City for shared use of the Regional Emergency Operation Center facility at 4600 North Martin Luther King Boulevard (renewal). Requisition #11000054, PO #21000287.

(ALL NECESSARY DOCUMENTATION MUST BE ATTACHED FOR APPROVAL)

APPROVED BY ENGINEER
(If Applicable)

County Engineer

APPROVED BY D.A.
(If Applicable)

3/1/10

Assistant District Attorney

APPROVED BY PURCHASING
(If Applicable)

Purchasing Agent

NOTE: A COMMISSIONER MUST APPROVE ALL EMERGENCY REQUESTS
FOR ANY ITEM SUBMITTED AFTER THE DEADLINE
(THE DEADLINE IS 9:00AM ONE WEEK PRIOR TO THE DATE THAT THE AGENDA IS TO BE POSTED)

DATE OF REQUEST:

BY:

[Signature]
(Person Submitting or Requesting Emergency Request)

DATE OF APPROVAL:

APPROVED BY:

COUNTY COMMISSIONER

Number of ORIGINAL DOCUMENTS you have attached: -2-. NOTE: The County Clerk will keep one original and will return the remaining originals to you. If you provide only one original, the Board Secretaries will return one photocopy to you. However, if you have special circumstances that require the County Clerk to *(check one)*: keep more than one original; or return all originals to you, please describe them for the County Clerk's consideration.

Special Instructions: Please return both originals to Emergency Management, one of which will be returned to the County Clerk's Office after Oklahoma City signatures are obtained. _____

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: 2 / 26 / 10

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 content, the attached renewal MoU with Oklahoma City to share space at the Regional Multi-Agency Coordination Center, 4600 N. Martin Luther King. Pending approval and signature from your office and subsequent approval by the Oklahoma County Board of County Commissioners, the document will be presented to the City of Oklahoma City for approval.*

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).

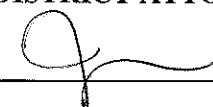


COUNTY OFFICER

.....
DATE RECEIVED BY DISTRICT ATTORNEY: 3-1-10

REPLY BY DISTRICT ATTORNEY: Reviewed

DAVID PRATER
DISTRICT ATTORNEY

By: 

RECEIVED

MAR - 1 2010

CIVIL DIVISION
DISTRICT ATTORNEY

RECEIVED
DISTRICT ATTORNEY
MAR - 1 2 31

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Continuation of – Memorandum of Understanding Shared Emergency Operations Center

City of Oklahoma City and County of Oklahoma County

2009-2010

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, are taking collaborative steps to share the underground Regional Multi-Agency Coordination Center (RMACC) facility at 4600 North Martin Luther King Boulevard. This site will serve as the primary Emergency Operation Center for the City of Oklahoma City and for the County of Oklahoma County.

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 will 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 will be at a high level. The sharing of available resources, information, documentation and professional efforts will significantly enhance the operations of both offices, and additionally serve 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 develop and implement a regional approach for the Emergency Operation Center, allowing use of the site as a backup facility for surrounding cities and towns, 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 Emergency Operation 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, to include Terrorism Early Warning (TEW) networks.
- 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 108 and 110. Revisions to specific private office space will be negotiated as needed.
- Oklahoma County Management of Information Services (MIS) Department will coordinate with Oklahoma City Information Technology to define space requirements for County assets to be installed at the site with telephone, T-1, optic fiber, etc., costs specifically related to Oklahoma County MIS activities to be the responsibility of Oklahoma County, unless otherwise shared, arranged or negotiated by formal agreement.
- Amendments - Any amendment to this Agreement must be in writing and approved by the parties.

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

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- 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 Emergency Operation 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 Emergency Operation 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:

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-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 is providing sixteen (16) dedicated phone lines within the Emergency Operations Center that may be utilized by any agency during activation, as necessary.

-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.

-Copy/printer expenses shall be determined by access code utilization and actual "per department" use tracking (if) as provided by a contracted vendor. Monthly or annual base fees shall be equally shared between Oklahoma City and Oklahoma County.

-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 initially provide the employees of the Oklahoma County Office of Emergency Management (3 employees) with connectivity to the Oklahoma County Network via COX Business Services.

When the project to upgrade the Regional Multi-Agency Coordination Center network to City standards, to include a 450Mbit transport from the facility to the City network is complete, currently scheduled for 2010, routing and fire wall configuration will 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 the County Regional Multi-Agency Coordination Center employees.

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

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\$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, 2009 and shall run through June 30, 2010, 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

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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
701 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 _____, 2009.

ATTEST:

City Clerk

By: _____
Mayor

REVIEWED as to form and legality this _____ day of _____, 2009.

Assistant Municipal Counselor

Emergency Manager, Oklahoma City
Office of Emergency Management

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OKLAHOMA COUNTY

APPROVED by the County this _____ day of _____, 2009.

BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, OKLAHOMA

By: _____
Chairman

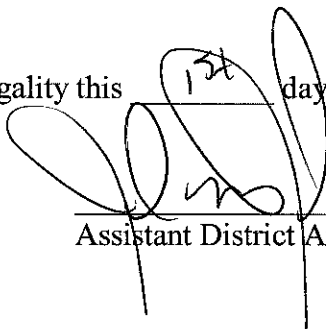
ATTEST:

By: _____
Member

County Clerk

By: _____
Member

APPROVED as to form and legality this 13th day of March, 2010, 2009.



Assistant District Attorney

Director, Oklahoma County
Office of Emergency Management

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RESOLUTION NO. 059-00

A RESOLUTION RESCINDING RESOLUTION 259-88 AND ESTABLISHING POLICY FOR SELF INSURANCE FUND

WHEREAS, The Board of County Commissioners of Oklahoma has determined that it is in the best interest of the citizens of Oklahoma County for the County to be self insured for claims filed against it arising under the Oklahoma Political Subdivision Tort Claims Act, Civil Rights lawsuits, and breach of contract actions.

BE IT THEREFORE RESOLVED, that The Board of County Commissioners has established a self insurance reserve fund from which claims against Oklahoma County arising under the Oklahoma Political Subdivision Tort Claims Act, breach of contract actions or Civil Rights lawsuits shall be paid.

Approved the 27 day of March, 2000, to be effective immediately.

BOARD OF COUNTY COMMISSIONERS OF
OKLAHOMA COUNTY, OKLAHOMA

Stuart Earnest Sr.

Stuart Earnest, Sr., Chairman

Beverly Hodges

Beverly Hodges, Vice-Chairman

Earl Rooms

Earl Rooms, Member



ATTEST:

Jim Roth, Chief Deputy
Carolyyn Caudill, County Clerk