

**MEMORANDUM OF UNDERSTANDING
FOR USE OF THE CITY OF OKLAHOMA CITY'S VESTA
ROUTING INFRASTRUCTURE**

THIS MEMORANDUM OF UNDERSTANDING FOR USE OF THE CITY OF OKLAHOMA CITY'S VESTA ROUTING INFRASTRUCTURE ("Agreement") is made and entered into by and between EMERGENCY MEDICAL SERVICES AUTHORITY ("EMSA"), an Oklahoma public trust, and THE CITY OF OKLAHOMA CITY ("City"), an Oklahoma municipal corporation and a Beneficiary Member Jurisdiction as defined in the Emergency Medical Services Authority's Second Amended and Restated Trust Indenture, and its Amended and Restated EMS Interlocal Cooperation Agreement.

WITNESSETH:

WHEREAS, City currently owns and operates the existing VESTA routing infrastructure ("VESTA") for City's 911 public safety communication call center ("911 Center") which provides emergency and non-emergency communication services to citizens, regional law enforcement, fire and emergency medical service agencies;

WHEREAS, EMSA provides emergency medical services within the regulated service area encompassing the corporate limits of Oklahoma City and other nonbeneficiary member jurisdictions in EMSA's western division regulated service area and desires to utilize the same VESTA call management solution, increasing interoperability between EMSA and 911 Center;

WHEREAS, VESTA routing infrastructure is defined as equipment, network, and on-premise servers used to support VESTA 9-1-1 Motorola software, and self-licensed access to the software and analytics data; and

WHEREAS, EMSA and City recognize the benefits of a shared routing infrastructure to Oklahoma City residents, including seamless, more reliable transfers and the use of integrated functionality, such as queue selection technology allowing callers to bypass normal 911 call handling processes during times of high call volume.

NOW, THEREFORE, for and in consideration of the foregoing, and in consideration of the following mutual promises and covenants, the parties hereto agree as follows:

1. **Scope:** City will authorize EMSA to utilize VESTA at no cost ("Service"). The City shall not incur any increased cost as a result of the creation of this integrated system, and the shared routing infrastructure will benefit the residents of Oklahoma City through seamless, more reliable transfers and the use of integrated functionality.
2. **AT&T Contract:** EMSA will contract directly with AT&T to purchase and maintain 911 phone trunks, Text-2-911, 911 telephone computers, VESTA Mapping, Motorola VESTA 9-1-1 software licenses, and any associated licensing. EMSA and City agree that City will not incur any additional costs for services or equipment related to this Agreement.

3. **Core Infrastructure:** City will maintain core routing infrastructure, including VESTA servers.
4. **Data:** EMSA will access analytics data via a firewall-to-firewall connection to the VESTA network at 715 Robert S. Kerr Ave., Oklahoma City, OK 73102. EMSA will not store any call data or other confidential information other than analytics data within the core routing infrastructure, including VESTA servers.
5. **Confidential Information:** Each party agrees that it has a common interest in serving the public and maintaining the privacy of those it serves when allowed by law. Each party agrees, not to use or further release confidential information, which includes analytics data, present in the VESTA routing infrastructure by the other party except for the purpose of its intended use as provided by this Agreement, or as authorized by law. Further, EMSA is a "health care provider" and a "covered entity" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Parts 160 and 164, as the same may be amended from time to time ("HIPAA Rules"). The parties have heretofore entered into certain Business Associate Agreements ("BAA") and Memorandums of Understanding ("MOUs") relating to EMSA's obligations as a "covered entity" and to City's obligations and activities as a Business Associate to properly safeguard the confidentiality of "protected health information" ("PHI") and the security of electronically-stored PHI ("e-PHI") in accordance with the BAAs and the HIPAA Rules, which will now include any confidential information, including analytics data, present in the VESTA routing infrastructure.
6. **Recordings:** EMSA will record 911 calls directly from EMSA's 911 trunks. City will not record EMSA-owned trunks.
7. **Service Level:** City agrees to make best efforts to provide continuous uptime, within its reasonable control. EMSA agrees that City makes no guarantees about the Service level and City will not be held liable for any disruption of Service.
8. **Term and Termination:** This Agreement is effective as of the date executed by City and will be effective for a term of one (1) year. This Agreement will automatically renew for successive one-year terms unless either party submits a written notice of non-renewal at least thirty (30) days before the end of the then-current term. This Agreement may be terminated at any time, with or without cause, by either party upon delivering written notice of termination at least 120 days in advance of such termination.
9. **Validity:** In the event that any provision of this Agreement shall be held to be invalid, the validity of the remaining portions thereof shall not in any way be affected thereby.
10. **No Waiver or Modification:** No waiver or modification of this Agreement or any

covenant, condition, or limitation herein contained shall be valid unless agreed to by written amendment duly executed by the parties hereto and approved by City's governing body. No evidence of waiver or modification shall be received in evidence of any proceedings or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The parties further agree that the provisions of this paragraph may not be waived except as set forth herein.

Through a process developed and memorialized in writing by the parties, the parties may make administrative and operational changes to the methods by which the provision of Service under the terms of the Agreement is made.

11. **Indemnification:** To the extent allowed by Oklahoma law, each party shall be responsible for any liabilities resulting from the negligent or intentional acts or omissions of its agents while engaged in the performance of obligations under this Agreement. The liability of the parties for acts of negligence while engaged in the performance of obligations under this Agreement are limited and subject to the Governmental Tort Claims Act, 51 O.S. §§ 151, *et. seq.* Further, the termination, cancellation, or expiration of this Agreement shall not affect the obligations and rights established which the parties hereby expressly agree shall survive cancellation, termination and/or expiration of this Agreement.
12. **Complete Agreement:** This Agreement incorporates all agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior agreement or understandings, verbal or otherwise of the parties, or their agents, shall be valid or enforceable unless embodied in this Agreement.
13. **Time:** Time shall be of the essence with respect to the duties and obligations of the parties under this Agreement.
14. **Assignment:** No person or entity who is not a party to this Agreement shall gain any benefit, either expressly or by implication, from this Agreement or be a third-party beneficiary of this Agreement. The parties shall not assign any interest, obligation or benefit under or in this Agreement and shall not transfer any interest in the same without prior written consent of the other.
15. **Notices:** Except as otherwise provided herein or required by law, any notice or demand required or permitted under this Agreement must be in writing and must be given either: (a) by personal delivery or (b) by United States Certified Mail, Return Receipt Requested, postage prepaid and properly addressed. Notice or demand sent in either of the manners set forth above must be addressed or sent to either party at the addresses set forth below:

Johna Easley, President/CEO
EMSA
1417 North Lansing
Tulsa, OK 74105

Craig Freeman, City Manager
The City of Oklahoma City
200 N. Walker Ave. Suite 300
Oklahoma City, OK 73102

Any party may change its address for the purpose of delivery and receipt of notices and demands by advising the other party in writing of the change. Notice or demand delivered in one of the foregoing manners may be deemed to be received: (a) on the date of delivery, if personally delivered, or (b) on the date, which is two (2) days after deposit in the United States Mail, if given by Certified Mail. No notice or demand will be deemed effective unless sent in one of the manners described above.

16. **Venue and Applicable Law:** The parties agree that any dispute which may arise between them arising out of or in connection with this Agreement shall be adjudicated before the District Court of Oklahoma County located in Oklahoma City, Oklahoma. The parties hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma, with respect to any action or legal proceeding commenced by either party. The parties agree to service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the addresses set forth in paragraph 14 of this Agreement. This Agreement 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.
17. **Counterparts:** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and together will constitute one and the same agreement.
18. **Non-Discrimination:** During the performance of this Agreement, the parties agree that they will each comply with all applicable provisions of federal, state, and local laws and regulations that prohibit discrimination.

APPROVED by the Emergency Medical Services Authority and signed by its President
this 19th day of July, 2024.

ATTEST: [Corporate Seal]

Emergency Medical Services Authority

Aimee K. Telle
Secretary

By: John M. Carby
President

APPROVED by the City of Oklahoma City and signed by the Mayor this 30TH day
of JULY, 2024.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K. Simpson
City Clerk



David Holt
Mayor

Reviewed for form and legality.

Amy Douglas
Assistant Municipal Counselor