



**AGREEMENT BETWEEN BUCKHORN FIRE DEPARTMENT AND MUSKOGEE
CITY COUNTY E911 TRUST AUTHORITY**

THIS AGREEMENT, entered into as of the ___19th___ day of _____December_____, 2022 between BUCKHORN Fire Department (“Agency”) and the Muskogee City County Enhanced 9-1-1 Trust Authority (“Authority”), a Public Trust of the State of Oklahoma established pursuant to 60 Oklahoma Statute §175, et seq.

WHEREAS, the Authority was established to provide a centralized dispatch facility for emergency services within Muskogee County, Oklahoma, and;

WHEREAS, it has been deemed necessary that the Authority must be provided additional operation funding over and above the telephone 9-1-1 fees established by the Oklahoma legislature and the citizens of Muskogee County, and;

NOW THEREFORE, in consideration of the mutual promises between the parties as stated herein, the parties agree as follows:

SERVICES TO BE PROVIDED:

Dispatch services for Law Enforcement, Fire and EMS for emergency and non-emergency calls for service from the public, as well as enter and process all emergency service personnel self-initiated calls.

As a part of this Agreement, Authority will provide necessary equipment, services and software to receive incoming 9-1-1 calls for service, and non-emergency calls for service. The Authority will maintain call logs and call history for these events to reflect activities of the Agency.

Calls For Service are defined as a single entry record of an emergency or non-emergency incident that an emergency or non-emergency response was initiated, this included but is not limited to include traffic stops, animal control calls , crime tip information where information from caller is entered for investigations.

Authority will maintain a Computer Aided Dispatch System (“CAD”) to provide for dispatching of services of the Agency, and maintaining a history of these events to reflect activities of the Agency.

The Authority will assign and dispatch any calls for service based upon geographical locations of the event and any additional criteria mutually agreed upon by the parties.

Once dispatched and assigned to a call the responding Agency may request additional resources or agencies to assist with the call for service, and the Authority will make those notifications.

Authority has the ability to make available call for service reports, once the call has been cleared by responders and closed. These reports may be emailed (email address provided by Agency) and/or picked up in person. It is the Agency responsibility to notify the Authority of any issues.

Additional services, if any, beyond those listed above may be provided for with addendum to this agreement or in a separate agreement. This contract does not void or nullify contracts or agreements currently in place between the parties unless so specified herein.

SERVICES NOT INCLUDED:

Cost of Records Management software, license and maintenance fees, mobile software license and maintenance fees. Connectivity costs to access Records Management from a location other than that of the Authority's 9-1-1 Center, or incurred by the use of mobile terminals.

Cost of equipment such as radios, computers, telephone lines, equipment and systems being utilized by the Agency.

DURATION AND TERMINATION:

This Agreement will be in full force and binding upon the parties' execution of the agreement and shall continue in full force and effect until the same shall expire on June 30, 2023.

This Agreement may be terminated by either party upon sixty (60) days written notice by one to the other party.

Payment must be made for services rendered for all months used in the fiscal year upon termination.

EMPLOYMENT STATUS OF PERSONNEL:

All persons employed by the Authority shall be and remain Authority employees and shall at times be under the direction and control of the Authority and its 9-1-1 Coordinator/Director.

STATUS OF EQUIPMENT:

All equipment and software provided by the respective Agencies or Authority remain the property of the Agency or Authority.

COST OF SERVICES:

The Agency's cost for dispatch services shall be determined annually by the Authority's Board of Trustees. Each year the Authority will determine the cost of providing operation services by annually budgeting the cost of operations/personnel cost of the 9-1-1 Communications Center but shall not included any special project services or other enterprise services provided specifically to any other City, Town, Agency or County unless specifically agreed to in this Agreement or in an addendum to this Agreement.

Such aforementioned total cost of operations including personnel, maintenance and operations, and any capital outlay expenses will be reduced by the total revenue from 9-1-1 service fees anticipated to be received from wireless, wired and Voice over Internet Protocol (VoIP) services by the Authority from the Oklahoma Tax Commission and directly from phone service providers. The remaining required funding will then be divided and billed to participating agencies based upon schedules and rates established by the Authority's Board of Trustees.

Cost of services owed will be \$1,000.00 for services rendered from July 1, 2022 to June 30th, 2023.

PAYMENT PROCEDURES:

The Authority will each year after adoption of their budget for the Fiscal Year beginning July 1st and ending June 30th, present a statement to the Agency for their annual cost for dispatch services.

The Authority will send out a monthly statement to the Agency. Agency may pay monthly with 1/12th of the total amount due or pay for the whole year within 60 days of agreement execution date.

It is imperative that Agency submit prompt and timely payment to the Authority in order that the Authority may meet its financial obligations and bills. Payment must be received before the end of the billing month.

In the event of nonpayment, the Authority's remedy shall be to terminate this Agreement upon thirty (30) days notice; to discontinue the provision of services hereunder; and file suit to recover unpaid amounts. Before any such termination, the parties shall meet and confer on an urgency basis to resolve any outstanding issues.

Payment must be made for services rendered for all months used in the fiscal year if termination occurs.

WAIVER:

The waiver by either party of any breach of any term, condition or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition or covenant.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

Agency

Signature: _____

Print: _____

JEFFREY L. SMITH

Title: _____

EM DIRECTOR

Date: _____

12/19/22

19th day of Dec 20 22
Chairman _____
Member _____
Member _____
Attest _____
County Clerk



Muskogee City County E9-1-1 Trust Authority

Signature: _____

Print: _____

Title: _____

Date: _____