

AGREEMENT BETWEEN WARNER VOLUNTEER FIRE DEPARTMENT AND
MUSKOGEE CITY COUNTY E 9-1-1 TRUST AUTHORITY

THIS AGREEMENT, entered into on the 7th day of July, 2021 between Warner Volunteer Fire Department a Oklahoma Title 19 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 Okla. Stat. § 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.

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.

The Authority will notify the Agency of calls for service via text paging from the CAD system, and by radio.

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

Upon closing of the call for service the Authority will email a report of the call history and activity to the primary jurisdiction agency. This report is automatically sent by the CAD system. The Agency shall identify the email address(es) to receive this report.

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, or 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.

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

DURATION AND TERMINATION:

This Agreement will be in full force and binding upon the parties thereto upon the execution of the Agreement and shall continue in full force and effect until the same shall expire on June 30, 2022. This Agreement shall be automatically renewed for additional one year terms subject to availability of funds for appropriation of this Agreement by the Agency.

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

EMPLOYMENT STATUS OF PERSONNEL:

All persons employed by the Authority shall be and remain Authority employees and shall at all 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 CALCULATIONS:

Each year the Authority will determine the cost of providing operations services by annually budgeting the cost of operations including personnel cost of the 9-1-1 Communications Center but shall not include 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 total revenue from 9-1-1 service fees anticipated to be received from wireless, wireline and Voice Over Internet Protocol (VoIP) services by the Authority from the Oklahoma Tax Commission and directly from the 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.

The Agency's cost for dispatch services shall be determined annually by the Authority's Board of Trustees and may be based on the Agency's call for service volume. Calls For Service entries are

defined as a single entry record of an emergency or non-emergency incident that an emergency or non-emergency response was initiated, this includes but is not limited to include record of traffic stops, animal control calls, crime tip information where information from caller is entered for investigations, and if law, fire and EMS respond to the same incident then a call for service is created for each and counts as a call for service.

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 for the Agency's annual costs for dispatch services to the Agency so that the Agency can properly budget the needed funds.

Depending on the total amount for the yearly services the Authority may require one payment in full for the amount due, or allow the agency to pay on a monthly basis with 1/12th of the total amount due the 1st of each month. This option is a decision made solely by the Authority.

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.

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.

For the Agency

For Muskogee City County E 9-1-1 Trust Authority

Roger A. Thomas
Title: Mayor 7-12-21

Director / Coordinator



20 day of Sept 2021
Chairman [Signature]
Member [Signature]
Member [Signature]
Attest [Signature] County Clerk