



AGREEMENT BETWEEN BRUSHY MOUNTAIN VOLUNTEER FIRE DEPT. AND MUSKOGEE CITY COUNTY E911 TRUST AUTHORITY

THIS AGREEMENT, entered into as of the 1ST day of JULY, 2023 between Brushy Mountain Volunteer 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 includes 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.

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, 2024.

This Agreement may be terminated by either party upon thirty (30) 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 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 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.

Amount Owed will be \$1000.00 for services rendered from July 1st, 2023 to June 30th, 2024.

BILLING AND PAYMENT TERMS:

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 amount charged to the Agency shall not be changed during the fiscal year without the consent of Agency. Should Authority determine a change is necessary the parties will meet and confer on an urgency basis to determine an appropriate new annual charge. Agency recognized that the Authority's ability to provide services may be materially limited if a new appropriate annual charge is not agreed to by the parties.

All amounts due under this agreement shall be billed and paid for in the following manner; (a) Agency shall receive a monthly invoice (such invoice to set forth a description of the services provided) for all Services that the Authority delivers or causes to be delivered (b) each invoice shall be payable within 30 days after the date of the invoice, (c) Agency may opt to pay total annual amount due, such payment must be made within 30 days of contract start date.

No dispute arising under the contract nor shall interfere with Agency's prompt payment of invoice.

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.

Agency is financially responsible for services rendered for all months used in the fiscal year if termination occurs.

Agency shall be liable for all expenses, including attorneys' fees, relating to the collection of the past due amounts and/or termination of services.

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 Representative

Signature: Michael Dugan

Print: Michael Dugan

Title: Fire Chief

Date: 12/1/23

Highest City or County Official

Signature: _____

Print: _____

Title: _____

Date: _____

27th day of Dec 2023

Chairman _____

Member Kuf _____

Member [Signature] _____

Attest [Signature] _____

County Clerk

Muskogee City County E9-1-1 Trust Authority

Signature: Laurel Havens

Print: Laurel Havens

Title: Trust Authority Chairman

Date: 6/14/23

