

**AGREEMENT BETWEEN WAINWRIGHT FIRE DEPARTMENT
AND
THE MUSKOGEE CITY COUNTY E911 TRUST AUTHORITY.**

THIS AGREEMENT, entered into on the 4 day of Feb., 2020 between Wainwright a Oklahoma Title 19 fire department ("Fire Department") 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 emergency services dispatch capability within Muskogee County, Oklahoma: and

WHEREAS, it has been deemed necessary that the Authority 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 Fire, for emergency and non-emergency calls for service from the public, as well as enter and process all fire department or emergency service personnel self-initiated calls. Additional services, if any, beyond those listed above may be provided for with addendum to this contract or in separate contract. This contract does not void or nullify contracts currently in place unless so named here.

SERVICES NOT INCLUDED: Cost of Records Management software license, mobile software license, connectivity cost to access Records Management or mobile data.

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 for one year expiring on the 30th day of June, 2021. This agreement shall be automatically renewed for additional one year terms up to five years subject to availability of funds for appropriation of this agreement by the Fire Department.

This agreement may be terminated by either party upon sixty (60) days written notice, prior to annual renewal date, 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.

COST OF SERVICES CALCULATIONS:

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. In recognition that each of the volunteer fire departments that serve Muskogee County are funded by an equal share of a special sales tax

through Muskogee County the cost for dispatch services for each of those departments will be calculated by taking total number of calls for service for each of the county funded volunteer fire departments during a calendar year as described above and dividing their total percentage of CADS entries for calls for service by the number of volunteer fire departments that serve and are funded by afore mentioned Muskogee County special sales tax.

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 Fire Department's annual costs for dispatch services to the Fire Department and 1/12 of that amount will be due in payment to the Authority each month, starting July 1st, so the Fire Department can properly budget needed funds in their next fiscal year's budget. For every month in which services are provided, Fire Department shall pay 1/12 of the total amount due hereunder as described. Within thirty (30) days after the conclusion of each month a statement of the cost of services due will be sent to Fire Department; Fire Department shall remit payment of the invoice within thirty (30) days after receipt of such statement balance owed to the Authority. 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.

The Fire Department may pay the amount for annual costs in full at any time.

The Authority will not charge any additional fees or penalties for late payments.

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 Muskogee City County E911 Trust
Authority**



Tim Davidson, Director / Coordinator

For the Wainwright Fire Department



Fire Chief, or Authorized Representative



16th day of Feb 2021

Chairman 

Member 

Member _____

Attest 

For Polly Irving

County Clerk