#### A RESOLUTION

# APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF BLANCHARD, OKLAHOMA AND THE MCCLAIN COUNTY 9-1-1 TRUST AUTHORITY

WHEREAS, the parties hereto have determined that there is a need for E9-1-1 in the City of Blanchard; and

WHEREAS, a remote answering position of the county wide E9-1-1 system, in the City of Blanchard, will provide for efficient and economical dispatching of emergency life saving services; and

WHEREAS, it is the desire of the parties hereto to jointly provide and maintain this remote answering position for their mutual advantage and concern; and WHEREAS, an Interlocal cooperation agreement is attached hereto as Exhibit "A":

# NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BLANCHARD, OKLAHOMA:

Section 1: The City Council of the City of Blanchard, Oklahoma hereby approves and authorizes execution of the Interlocal cooperation agreement between the City of Blanchard and the McClain County 9-1-1 Trust Authority for joint operation of the E9-1-1 remote answering point.

Seal

Section 2: The Mayor is authorized to execute this agreement on behalf of the City of Blanchard.

Section 3: This resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED by the City of Blanchard, Oklahoma this 12<sup>th</sup> day of February 2002.

Mayor, City of Blanchard, Oklahoma

Attest:

City Clerk, City of Blanchard, Oklahoma

#### Exhibit "A": E9-1-1 System and Equipment Interlocal Cooperation Agreement

#### 9-1-1 Mission Statement

To enhance the quality of life for all citizens within the borders of McClain County by receiving 9-1-1 and other calls for emergency service, by dispatching necessary emergency services in a prompt, courteous, professional, and correct manner, thereby saving lives, protecting property, and maintaining accurate records for user agencies.

#### Area of service

This agreement between **The McClain County 9-1-1 Trust Authority** and the **City of Blanchard** governs the provision of E 9-1-1 services throughout the incorporated City Limits of Blanchard, Oklahoma.

#### Initiation of service

The initiation of E9-1-1 service in McClain County is tentatively set for 1-1-03. This date is subject to revision as progress warrants.

#### Equipment and networking costs

The total costs to the City of Blanchard for equipment and the total cost to the McClain County 9-1-1 Trust Authority for monthly networking shall be mutually agreed to before initiation of 9-1-1 service.

#### The McClain County 9-1-1 Trust Authority will provide:

- All costs associated with the lease/purchase, installation, maintenance, modifications, upgrades, and insurance of E9-1-1 equipment installed in the primary P.S.A.P. (Public Safety Answering Point) in Purcell and required monthly E9-1-1 phone network costs for the primary P.S.A.P;
- 2) The required monthly phone network costs to connect the primary P.S.A.P in Purcell to a secondary answering point in the **City of Blanchard** dispatch center;
- The initial training for **City of Blanchard** dispatch center employees in the proper use of E 9-1-1 equipment and updates as may be required;
- 4) The McClain County 9-1-1 Trust Authority Coordinator who will provide or arrange for:

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- a) MSAG database maintenance;
- b) Proper 9-1-1 equipment usage oversight;
- c) Dispatcher 9-1-1 system certification;
- d) Preparation of required reports or documents related to 9-1-1 services or equipment;
- e) Review of 9-1-1 procedural manuals and forms.

#### 5) 9-1-1 Communications Advisory Committee:

The McClain County 9-1-1 Trust Authority has established a 9-1-1 Communications Advisory Committee. The purpose of this committee is to provide operational direction, support, and grievance resolution as may become necessary in the day to day operations of a multi-jurisdictional 9-1-1 communications center. The committee will elect a Chairman and Vice Chairman and hear comments from citizens and participating agencies at regularly scheduled meetings. Meetings will be held in accordance to the Oklahoma Open Meetings Act.

The 9-1-1 Communications Advisory Committee will assist in offering recommendations to provide efficient and effective communication services to all participating agencies. After discussions the committee may vote on any appropriate recommendations/action to be taken. The committee will direct its formal written comments, requests, or instructions to the 9-1-1 Communications Center Coordinator for implementation or dissemination to the communications center staff.

The 9-1-1 Communications Advisory Committee shall be comprised of six members who shall be and serve as follows:

- 1) The **Sheriff of McClain County**, who shall serve as a member during his tenure as Sheriff of McClain County or his appointee.
- 2) The **Purcell City Manager**, who shall serve as a member during his tenure as City Manager for the city of Purcell, or his appointee.
- 3) The **McClain County 9-1-1 Trust Coordinator**, who shall serve as a member during his tenure as the Trust Coordinator.
- 4) The Manager of the Wadleys EMS or the Manager of the McClain / Grady EMS shall serve on a one year rotational basis.
- 5) A **Fire Chief from a McClain County fire department**, or his appointee, from an alphabetized list of fire departments participating in the county wide 9-1-1 communication system, on a one year rotational basis.
- 6) The **Blanchard City Manager**, who shall serve as a member during his tenure as City Manager for the City of Blanchard, or his appointee.

## The City of Blanchard, Oklahoma will provide:

- 1) Space in the City of Blanchard dispatch center for the installation and operation of a secondary answering point of the McClain County 9-1-1 system, with complete 24-hour access to said equipment;
- All costs associated with the lease/purchase, installation, maintenance, modifications, upgrades, and insurance of said equipment installed in the City of Blanchard dispatch center;
- 3) The employment, and staffing of at least one qualified dispatcher per shift, 24 hours a day 365 days per year, to answer and dispatch incoming 9-1-1 calls for emergency service.

#### Amendment of Agreement

This agreement may be amended only with the consent of The McClain County 9-1-1 Trust Authority and The City of Blanchard City Council. However, the parties may develop documents of clarification and/or commitment in compliance with this general agreement.

## Term of Agreement

This agreement shall be for the period of July 1, 2002 through June 30, 2003. This agreement shall automatically renew for successive one (1) year periods, on July 1<sup>st</sup> of each succeeding year unless written notice is delivered to all parties of intent to not renew at least 60 days prior to the expiration of the current agreement. Upon written notice of non-renewal, the withdrawing party shall continue to be responsible for its share of operational costs until the withdrawal is completed and for the prompt return of equipment it is using that may belong to another agency.

#### Indemnification

The McClain County 9-1-1 Trust Authority shall not be liable for any loss, injury, death, or damage to persons which may in any way result from, or arise out of, any act, omission, or negligence of the City of Blanchard or its employees, agents, visitors, or shall result from or be caused by any other thing or matter whether of the same kind as, or of a different kind than, the matters or things above set forth, and the City of Blanchard shall indemnify the McClain County 9-1-1 Trust Authority against all claims, liability, loss or damage what so ever on account of any such loss, injury, death, or damage.

The City of Blanchard shall not be liable for any loss, injury, death, or damage to persons which may in any way result from, or arise out of, any act, omission, or negligence of the McClain County 9-1-1 Trust Authority or its employees, agents, visitors, or shall result from or be caused by any other thing or matter whether of the same kind as, or of a different kind than, the matters or things above set forth, and the McClain County 9-1-1 Trust Authority shall indemnify the City of Blanchard against all claims, liability, loss or damage what so ever on account of any such loss, injury, death, or damage.

In witness whereof: This agreement is made and parties effective February 12, 2002.	entered into by and between the
Sarlara Harris	
Mayor, City of Blanchard, Oklahoma	
Attest	
Deene G. McCoy	
City Clerk, City of Blanchard, Oklahoma	Seal
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Chairman, McClain County 9-1-1 Trust Authority	
Attest:	
N A S S S S	
Dois Hawkins	
Secretary, McClain County 9-1-1 Trust Authority	Seal