

Resolution #2025-85

FY25-26

Master Interlocal Agreement

This Agreement, entered into as of 1st of July 2025, by and between the Board of County Commissioners of Grant County, Oklahoma, hereinafter referred to as "Grant County," and the Board of County Commissioners of Woods County, Oklahoma, hereinafter referred to as "Woods County."

Whereas, Oklahoma law allows local governmental entities to enter into agreements with the other political subdivisions to perform governmental services or activities through the provisions of the State Government Interlocal Cooperation Act, found in Title 74, Oklahoma Statutes, Section 1001, et seq.

Whereas, the Woods County E911 system is operated by Woods County E911 and is under the management of the Woods County E911 Coordinator. The responsible fiscal agent is Woods County and the funds are managed by the Woods County Clerk's Office. The Woods County E911 system is maintained in operable working condition through a written service agreement based on a guarantee of performance. Emergency repair provisions are also included in the service contract.

Whereas, Grant County requires enhanced phase II emergency communications services equipment and/or significant software upgrades and will benefit financially and/or operationally from a cooperative approach;

Whereas, the cooperative agreement will enhance interoperability between counties;

Therefore, in consideration of the mutual consideration and covenants contained herein, the parties hereto agree as follows:

1. **Purpose:** The purpose of this Agreement is to define the rights and obligations of the Parties with respect to the cooperative and coordinated procurement, implementation, operation, and maintenance of emergency communications services.
2. **Cooperation:** The Parties will cooperate and use all reasonable efforts to ensure that the various provisions of this Agreement are fulfilled. The Parties agree in good faith to undertake the resolution of disputes, if any, in an equitable and timely manner and in accordance with the provisions of this Agreement.

3. Definitions:

- a. **"Ancillary Agreement"** means an attachment to this document that describes the Terms and Conditions by which two or more Parties facilitate procurements and manage the ongoing maintenance and/or licensing of those procurements.
- b. **"Contract Manager/Fiscal Agent"** means an entity responsible for acting as agent for the Parties with respect to vendor contracts.

- c. **"Woods, Grant, Harper County E-911 Advisory Board"** means the advisory body created under Article X.
- d. **"Group Procurement"** means two or more PSAPs are making a joint procurement of a Shared/Hosted emergency communications services system.
- e. **"Master Interlocal Agreement"** means this document that establishes and confirms the governance relationships among the Parties.
- f. **"Public Safety Answering Point (PSAP)"** means a communications facility operated on a 24-hour basis which first receives 9-1-1 calls from persons in a 9-1-1 service area and which may, as appropriate, directly dispatch public safety services or extend, transfer, or relay 9-1-1 calls to appropriate public safety agencies.
- g. **"System Owners Group (SOG)"** means the governing body that contains the members of this agreement who shall be consulted upon all purchasing, maintenance and operational decisions affecting the Interlocal agreement.
- h. **"Vendor"** means an equipment, software, license, and/or service provider for procurements entered into due to the Interlocal agreement.
- i. **"CAD" Computer Aided Dispatch** means a computer based system, which aids PSAP telecommunicators by automating selected dispatching and record-keeping activities.

4. **Roles and Responsibilities of the Parties:**

- a. Each Party shall be responsible for its allocated share of costs of any common equipment or common services.
- b. Each Party will be responsible for the daily operation of their communications center and the delivery of dispatch services. Woods County will dispatch all fire departments and Medford EMS. Woods County will interact with vendors regarding call-taking equipment and Computer-Aided Dispatch, including hardware and software-related issues.
- c. Woods County will designate one Contract Manager/Fiscal Agent whose roles and responsibilities will be identified herein.
- d. All contracts entered into solely by the Contract Manager pursuant to authorization granted shall clearly stipulate that the Contract Manager is not an owner of the delivery of emergency communications services equipment, software, or licenses, but is acting on behalf of the Parties pursuant to delegation of authority under this Agreement and any Ancillary Agreements with Vendors.
- e. The Contract Manager shall serve as the Fiscal Agent for the projects as defined and described herein and shall perform all duties consistent with those required of a Fiscal Agent, including but not limited to: accounting for all funding, revenues, invoices, and payments, to the extent set forth in Ancillary Agreements with Vendor.
- f. The Woods County Board of Commissioners will be the sole signatory for any additional vendor contracts per recommendation of the Woods Grant, and Harper County E-911 Advisory Board.

- g. The Contract Manager shall, where applicable, invoice the Parties for their percentage of authorized costs and shall pay Vendor as defined and described by said Ancillary Agreement. Each party shall be responsible for their percentage of additional costs as determined by the agreed upon ancillary agreement that must be signed prior to entering into contract. Each party may be required to pay the vendor directly as determined by the ancillary agreement. The Contract Manager shall, where applicable, invoice the parties for their percentage of authorized costs and shall pay Vendor as defined and described by said Ancillary Agreement. Each party shall be responsible for their percentage of additional costs as determined by the ancillary agreement
 - h. The Contract Manager may expend funds as set forth and approved by Woods County.
 - i. Woods County will maintain MSAG and wireless routing.
5. **Purchasing:** The Parties may make purchases jointly. All joint purchases shall be made in accordance with the policies and procedures of the Parties and other Oklahoma laws, ordinances, and requirements. Woods County shall be the sole signatory to any Project purchase agreement or contract. The Woods, Grant, and Harper County E-911 Advisory Board can make recommendations for purchases. Woods County will be responsible for any request for proposal, negotiations, and final purchasing from qualified vendors. Selection of qualified vendors may be made with consultation of the Woods, Grant, and Harper County E-911 Advisory Board.
6. **Answering of Grant County 911 Calls:**
- a. 911 calls will initially be answered at the Woods County E911 Communications Center by a 911 Dispatcher.
 - b. Woods County will continue to dispatch Grant County fire departments and Medford EMS. Woods County transfers Pond Creek EMS calls to Miller EMS dispatch. Grant County Sheriff's Office will continue to dispatch Grant County Law Enforcement Agencies.
 - c. When the 911 call is answered at the Woods County E911 Communications Center, call-taking equipment will determine caller's location for service in Woods, Grant, or Harper County. 911 calls received from Grant County will be answered by a 911 dispatcher and call information gathered and entered into the hosted CAD solution. Grant County Sheriff's office will have call details to dispatch the appropriate law enforcement agency using the hosted CAD solution. As part of the hosted CAD solution, call information will be displayed for the Grant County Sheriff's Office Dispatch of a call needing service. Law Enforcement 911 calls will be transferred to the Grant County Sheriff's office. In the event Woods County E911 Communications Center processes 911 call and the caller needs pre-arrival instructions including but

not limited to suspected heart attack, stroke, CPR, or trauma Woods County E911 Communications Center will transfer call to Life EMS for EMD services once call information is gathered and entered into CAD. Woods County Dispatch will call either Grant County Dispatch to ensure Dispatch is aware of call for service as call volume allows.

- d. Once the call has been transferred to the Grant County Sheriff's office the Woods County Dispatcher will remain on the line until it has been determined no more assistance is needed from the Woods County Dispatcher. In the case of high call volume, Woods County may need to disconnect to manage other emergency situations. While Woods County Dispatch is connected to the 911 call the phone conversation will continue to be recorded on the Woods County E911 Communications Center recorder. 911 call recordings will be maintained for a period of no less than 24 months.

7. Operation and Maintenance:

- a. Grant County's GIS data has been updated to the State of Oklahoma Geographic Information NG911 and Addressing Standard. Woods County 911 will maintain all of the mapping, addressing, MSAG and wireless routing (NENA 57-502) for Grant County. Grant County owns Grant County's GIS data. Grant County will be responsible for all the costs associated in updating GIS data to future GIS standards.
- b. The Grant County Sheriff will remain in charge of their respective communication center and will work with the Woods County E911 Coordinator or his/her designee to ensure the correct handling of 911 calls for Grant County.
- c. The Woods County E911 Coordinator or his/her designee will work with the Grant County ESA Board to ensure all operations and procedures are being followed to guarantee the best services possible for the residents of Grant County.
- d. The Woods County E911 Coordinator or his/her designee will work with the Grant County ESA Board and the Grant County Sheriff to ensure 911 equipment is working properly and the system is serviced and maintained monthly and/or as needed.
- e. The Woods County E911 Coordinator, or his/her designee will provide the Grant County ESA Board monthly reports showing the call volume for Grant County.
- f. Woods County will provide a single hosted CAD system to be located at the Grant County Sheriff's Office communications center.

- g. Procedural issues need to be reported up the chain of command from each communications center to their supervisor. Supervisors from the Grant County Sheriff's Office will work with the Woods County E911 Coordinator to resolve issues that may arise and determine the best plan of action.

8. Payments for Service

- a. Grant County shall remit to Woods County 911 the collected phone tariffs for both wired and wireless received monthly to the Treasurer of Woods County, PO Box 7, Alva, Oklahoma, and held in the E-911 account, to be used for E-911 the first payment to be made on or before the 30th day of July and on or before the same date each month thereafter, during the term of this Agreement. Monies are to be used as allowed by state statute #'s 63-2801 et seq and title 63-2861.
- b. Additional procurements that are approved under section 4 g of this contract will be reimbursed to Woods County E911 at the address listed above based upon agreed terms outlined within the ancillary agreement.
- c. Grant County will be responsible to pay for the matching portion of grant funding from the Oklahoma 911 Management Authority using Grant County E911 funds.
- d. Woods County will be responsible to pay for necessary Grant County 911 trunk charges, hosted CAD solution, its maintenance fees and fiber connectivity costs.
- e. Grant County shall pay the monthly phone tariff revenue equivalent if the Oklahoma 911 Management Authority votes to withhold funding to Grant County. The Oklahoma 911 Management Authority can withhold fee monies collected if PSAPS are not compliant with the Management Authority's Rules.

9. Immunity and Termination

- a. No Waiver of Immunity: Neither Party waives any defenses or immunity, nor does any Party waive any limits of liability now or hereafter. Without limiting the generality of the foregoing, nothing herein shall be constructed to waive any of the privileges and immunities associated with Grant County or Woods County. It is not the intent of either party to incur by contract any liability of or the operations, acts, or omissions of the other Party or any third Party and nothing in this Agreement shall be so interpreted or construed.
- b. Term and Termination The term of the Agreement (the "Term") shall commence as of the Effective Date and continue through June 30 , 2026. At the end of the term,

the Parties shall renew annually in July. Any changes to the terms of this Agreement shall be communicated in writing by the Party desiring the change at least sixty (60) days prior to the expiration of the then current term. This Agreement may be terminated by either Party for any reason at any time prior to its expiration with (180) days prior written notice. Any liabilities, rights, and obligations that accrue prior to the date of the expiration or termination of this Agreement shall survive such expiration or termination.

- c. Whole Agreement Modifications: This Agreement constitutes the entire Agreement between Grant and Woods County concerning the subject matter of this Agreement and it cannot be altered to except in writing and signed by both Parties.
- d. Severability: If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.
- e. No Third Party Beneficiaries: This Agreement is not intended to benefit any Party or person not specifically named as a Party herein.
- f. Party Personnel Not Agents of the Other: The employees of the Parties to this Agreement are solely the officers, agents, or employees of the entity which hired them. Each Party shall assume any and all liability of the payment of salaries, wages, or other compensation due or claimed due, including workers compensation claims. The Parties shall not be liable for compensation or indemnity to a Party employee for injury or sickness arising out of his or her employment, and the Parties shall not be liable for compensation or indemnity to a Party employee for injury or sickness arising out of his or her employment.
- g. Counterparts: This Agreement may be executed in original counterparts, each of which will be deemed and original.
- h. Titles and Captions: The titles and captions of the Agreement are for convenience only and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement.

APPROVED by the Board of County Commissioners of Woods County this 7 day of July, 2025.

Woods County:

District #1 Commissioner

[Signature]

District #2 Commissioner

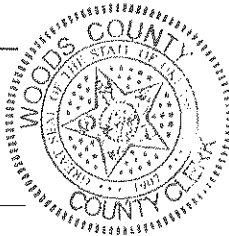
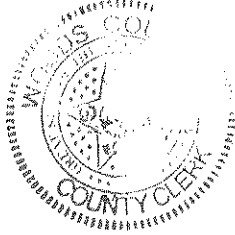
[Signature]

District #3 Commissioner

[Signature]

ATTEST:

Shelley Reed
Woods County Clerk



APPROVED by the Board of County Commissioners of Grant County this 5th day of May, 2025.

Grant County:

[Signature]
District #1 Commissioner

[Signature]
District #2 Commissioner

[Signature]
District #3 Commissioner

ATTEST:

[Signature]
Grant County Clerk



Approved as to form? 5/5/25
[Signature]
Assistant District Attorney