

RESOLUTION NO. 1022

A Resolution approving and authorizing the execution of a Master Services Agreement between the Regional 9-1-1 Board, the Cities of Claremore, Collinsville, Glenpool, Jenks, Owasso, Sand Springs, Sapulpa, and Tulsa, the Town of Skiatook, Rogers County, Oklahoma, and Southwestern Bell Telephone, L.P., d/b/a/ AT&T Oklahoma ("AT&T"), for the sale or lease of certain equipment, database management, and network transport services for use by the named municipalities to provide Enhanced 9-1-1 services; approving and authorizing the execution of Addendum No. 1 to the Master Services Agreement, whereby AT&T provides hosted E9-1-1 Service (the provision of equipment and services necessary to provide accurate service, including call taking systems) and providing for payment by the municipalities of their proportional share; approving and authorizing the execution of Addendum No. 2 to the Master Services Agreement, whereby AT&T provides installation, warranty, maintenance and training for all equipment, hardware, software and services necessary to provide turn-key 9-1-1 Caller to Dispatcher installation and providing for payment by the municipalities of their proportional share; approving and authorizing the execution of Addendum No. 3 to the Master Services Agreement, whereby AT&T provides frame relay services (network services) and providing for payment by municipalities of their proportional share; approving and authorizing the execution of Addendum No. 4 to the Master Services Agreement, whereby AT&T provides database management services and related support; approving and authorizing the execution of Addendum No. 5 to the Master Services Agreement, whereby AT&T provides mapping hardware and software, including repair, replacement, upgrades and support, and providing for payment by municipalities of their proportional share; approving and authorizing Addendum No. 6 to the Master Services Agreement, whereby Bixby, Oklahoma, was added as a party to the Master Services Agreement and all related addenda, providing for payment by municipalities based upon their proportional share, and identifying Southwestern Bell Telephone dba AT&T Oklahoma as the successor in interest to Southwestern Bell Telephone, L.P. dba AT&T Oklahoma; approving and authorizing the execution of Addendum No. 7 to the Master Services Agreement, whereby the parties agreed to extend the terms of the Master Services Agreement to May 1, 2015, as well as AT&T's provision and installation of equipment, software, and services, as well as a warranty, clarifying notice provisions, and providing for payment by municipalities of their proportional share; approving and authorizing the execution of Addendum No. 8 to the Master Services Agreement, whereby the parties agreed to extend the terms of the Master Services Agreement to May 1, 2016, as well as AT&T's provision and installation of equipment compatible software and services in the 9-1-1 centers (with related warranties), clarifying notice provisions, and providing for payment by municipalities of their proportional share; approving and authorizing the execution of Addendum No. 9 to the Master Services Agreement, whereby Broken Arrow, Oklahoma, was added as a party to the Master Services Agreement and all related addenda, and providing for the acquisition and payment of equipment and services set forth; and approving and authorizing Addendum No. 10 to the Master Services Agreement, whereby AT&T will provide a fiber network and LTE backup network, and providing for payment by municipalities of their proportional share; designating representatives of the City of Broken Arrow, Oklahoma, for purposes of granting certain approvals and executing certain instruments as required under and in connection with said Master Services Agreement and related addenda; and containing other provisions related thereto.

WHEREAS, as a part of the fiscal year 2017 budget process, the Police Department requested an increase in funding to move the existing 911 service from Windstream to a multi-jurisdictional relationship through the Indian Nations Council of Governments (INCOG) utilizing AT&T as the provider; and

WHEREAS, the process began involved planning and coordination of technical service providers, as well as a coordinated effort through INCOG to discuss the City's partnership with the Regional 9-1-1 Board for provision of these services, including a comprehensive financial analysis; and

WHEREAS, after a full assessment of available options, the Police Department recommended amendment of the Interlocal Agreement of the Regional Board to include the City of Broken Arrow; and

WHEREAS, on December 6, 2016, the City Council approved the Second Amended Interlocal Agreement, which brought Broken Arrow into this regional partnership; and

WHEREAS, the current organization of INCOG's Regional 911 Board includes representation from Bixby, Claremore, Collinsville, Glenpool, Jenks, Owasso, Sand Springs, Sapulpa, Skiatook, the City of Tulsa and Roger's County, all of whom voted unanimously to allow the inclusion of Broken Arrow as a voting member and to split any future costs associated with membership according to population served; and

WHEREAS, the shared arrangement for 9-1-1 services allows for municipalities to equitably budget the costs and procure equipment, all in compliance with state law; and

WHEREAS, the shared arrangement allows greater purchasing power for member municipalities, enables the City of Broken Arrow to gain access to technical and customer service at a higher level than operating as a single entity, and member communities to share technical system redundancies in case of line failure, software failures or core 911 routing failure; and

WHEREAS, it is in the best interests of the City of Broken Arrow to approve and authorize the execution of the original Master Services Agreement, as well as all related Addenda, the contents of which are summarized as follows:

1. Master Services Agreement between the Regional 9-1-1 Board, the Cities of Claremore, Collinsville, Glenpool, Jenks, Owasso, Sand Springs, Sapulpa, and Tulsa, the Town of Skiatook, Rogers County, Oklahoma, and Southwestern Bell Telephone, L.P., d/b/a/ AT&T Oklahoma ("AT&T"), for the sale or lease of certain equipment, database management, and network transport services for use by the named municipalities to provide Enhanced 9-1-1 services;
2. Addendum No. 1 addresses AT&T's provision of hosted E9-1-1 Service (the provision of equipment and services necessary to provide accurate service, including call taking systems) and provides for payment by the municipalities of their proportional share;
3. Addendum No. 2 addresses AT&T's provision of installation, warranty, maintenance and training for all equipment, hardware, software and services necessary to provide turn-key 9-1-1 Caller to Dispatcher installation and provides for payment by the municipalities of their proportional

share;

4. Addendum No. 3 addresses AT&T's provision of frame relay services (network services) and provides for payment by municipalities of their proportional share;

5. Addendum No. 4 addresses AT&T's provision of database management services and related support;

6. Addendum No. 5 addresses AT&T's provision of mapping hardware and software, including repair, replacement, upgrades and support, and provision for payment by municipalities of their proportional share;

7. Addendum No. 6 addresses the addition of Bixby, Oklahoma, as a party to the Master Services Agreement and all related addenda, the provision for payment by municipalities based upon their proportional share, and identifying Southwestern Bell Telephone dba AT&T Oklahoma as the successor in interest to Southwestern Bell Telephone, L.P. dba AT&T Oklahoma;

8. Addendum No. 7 addresses extension of the terms of the Master Services Agreement to May 1, 2015, as well as AT&T's provision and installation of equipment, software, and services, as well as a warranty, clarifies notice provisions, and provides for payment by municipalities of their proportional share;

9. Addendum No. 8 addresses extension of the terms of the Master Services Agreement to May 1, 2016, as well as AT&T's provision and installation of equipment compatible software and services in the 9-1-1 centers (with related warranties), clarifies notice provisions, and provides for payment by municipalities of their proportional share;

10. Addendum No. 9 addresses the addition of Broken Arrow, Oklahoma, as a party to the Master Services Agreement and all related addenda, and provision for the acquisition and payment of equipment and services; and

11. Addendum No. 10 addresses AT&T's provision of a fiber network and LTE backup network, provision for payment by municipalities of their proportional share.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT the Master Services Agreement between the Regional 9-1-1 Board and the member cities is hereby approved and authorized for execution; and

NOW, THEREFORE BE IT FURTHER RESOLVED THAT Addenda numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 are hereby approved and authorized for execution; and

NOW, THEREFORE BE IT FURTHER RESOLVED THAT the City Manager is hereby designated for the purposes of granting certain approvals and executing certain instruments as required under and in connection with said Master Services Agreement and related addenda.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 16th day of May, 2017.

MAYOR

ATTEST:

(seal) City Clerk

APPROVED AS TO FORM:

Assistant City Attorney