



# City of Broken Arrow

## Request for Action

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**File #: 17-2228, Version: 1**

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**Broken Arrow City Council  
Meeting of: 05-16-2017**

**To: Mayor and City Council  
From: Office of the City Attorney**

**Title:**

**Consideration, discussion, and possible approval of 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**

### **Background:**

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. This process began with planning and coordination of all technical service providers. The second part of the process included a coordinated effort through INCOG to discuss the partnership with the Regional 9-1-1 Board for provision of these services. A key aspect of this phase involved comprehensive review of the financial aspects of regional partnership.

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. On December 6, 2016, the City Council approved the Second Amended Interlocal Agreement, which brought Broken Arrow into this regional partnership. 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 members of the Board 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.

Importantly, 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. It also allows greater purchasing power for member municipalities. for our citizens. Additionally, being a larger consortium enables the City of Broken Arrow to gain access to technical and customer service at a higher level than operating as a single entity. Finally, the shared arrangement also enables member communities to share technical system redundancies in case of line failure, software failures or core 911 routing failure.

The attached Resolution approves and authorizes the execution of the original Master Services Agreement approved by the original parties approximately 10 years ago. Although the Agreement purports to be between the Regional 9-1-1 Board and AT&T, it is really an agreement with the member cities. An important component of this Agreement and the related Addenda is that renewal is subject to annual appropriation. Because this Agreement is contemplated for renegotiation, it is contemplated that the City will lease the related equipment until such time as upgraded options can be considered. All acquisitions will, of course, be in compliance with state law. A summary of the Agreement and the related Addenda is 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.

The City currently utilizes Windstream for 9-1-1 services. Representatives of the Police Department have been in contact with Windstream and advised them of the intent to move to a regional solution. Following approval, formal notification will be provided to Windstream of the intent to transition to AT&T in October of 2017.

Funds for the AT&T leased equipment and other services are specifically budgeted in Fiscal Year 2018. However, there are sufficient encumbered and unencumbered funds in this fiscal year and next fiscal year to satisfy the terms of this Agreement and related Addenda. The Police Department is requesting approval of these items at this time in order to acquire the equipment, ensure proper training, obtain network connections, and otherwise transition from Windstream to AT&T. Staff recommends that the Council approve Resolution 1022 and authorize its execution.

**Cost:** \$255,000.00 (which will be prorated)

**Prepared By:** Beth Anne Childs, City Attorney

**Reviewed By:** Assistant City Manager-Administration  
Broken Arrow Police Department

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** Resolution No. 1022  
Master Services Agreement and Addenda 1-10

**Recommendation:**

Approve Resolution No. 1022 and authorize its execution.