

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF PRYOR
AND
MAYES COUNTY 911**

This Interlocal Agreement, hereinafter referred to as "Agreement," is entered into this ____ day of _____, 2022, pursuant to 74 O.S. 2001, §§ 1001 *et seq.*, as amended, by and between the **CITY OF PRYOR**, the City Public Safety Answering Point, hereinafter referred to as "**Pryor**," and the **BOARD OF COUNTY COMMISSIONERS OF MAYES COUNTY** ("**Mayes County**"), on behalf of Mayes County 911, the County Public Safety Answering Point.

WHEREAS, Pryor and Mayes County desire to enter into this Interlocal Agreement for the mutual benefit and consideration of both parties.

WHEREAS, the Mayor of Pryor is authorized to approve and execute this Agreement as provided by the Pryor Bylaws. The Mayes County Board of County Commissioners is authorized to execute this Agreement.

WHEREAS, Mayes County is the Primary Public Safety Answering Point for Mayes County, Oklahoma, and Pryor is the Primary Public Safety Answering Point for all landline 911 calls in the City of Pryor. AT&T is required to invoice Mayes County for a switched Ethernet on demand circuit that Pryor and three (3) CAMA trunks requested for their Public Safety Answering Point and needs to provide emergency dispatch services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below, it is mutually agreed as follows:

1. **SERVICES TO BE PROVIDED BY MAYES COUNTY.** Mayes County shall pay AT&T Four Hundred One Dollars and Ninety-four Cents (\$401.94) monthly for a maximum of thirty-six months for the switched Ethernet on demand circuit and One Hundred Ninety-Five Dollars (\$195.00) for three (3) CAMA trunks necessary for PRYOR to operate as the Primary Public Safety Answering Point for Pryor.
2. **COMPENSATION BY PRYOR TO MAYES COUNTY.** Pryor shall reimburse Mayes County the amount of Four Hundred One Dollars and Ninety-four Cents (\$401.94) monthly for a maximum of thirty-six months for the switched Ethernet on demand and One Hundred Ninety-Five Dollars (\$195.00) for three (3) CAMA trunks totaling Five Hundred Ninety-Six Dollars and Ninety-four cents (\$596.94). Payments shall be made according to the following procedures:
 - a. Mayes County shall prepare invoices and submit the same to Pryor on or before the 24th day of each month as work is performed in the amount of Five Hundred Ninety-Six Dollars and Ninety-four cents (\$596.94). The invoices shall detail all AT&T charges incurred during the previous month. The invoice shall be in

a form acceptable to Pryor. If unacceptable in form, Pryor shall return the same to Mayes County with reason(s) for the rejection.

- b. Pryor will process and pay the invoice within thirty (30) days after the date the invoice is received and accepted by Pryor.

- 3. **TERM, EXTENSIONS, AND TERMINATION.** This Agreement shall be effective from the date of this Agreement, until June 30, 2022, unless terminated at an earlier date. Pryor and Mayes County may then renew this Agreement for additional one-year terms running from July 1 through June 30 each year. This Agreement may be extended, renewed, and/or modified at any time upon such written terms as the parties may approve and execute with the same formalities of this Agreement. Any such renewal, extension, and/or modification shall not be effective until the renewal, extension, and/or modification has been approved by the Board of County Commissioners of Mayes County and the Mayor of the City of Pryor. The parties further agree neither party shall incur any penalty for a failure to renew or extend this agreement.

This Agreement may be terminated by either party for any reason, upon thirty (30) or more days' written notice of termination.

- 4. **NOTICES.** All notices, demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to the Agreement shall be in writing and shall be deemed to have been properly given or sent:

- a. If intended for Pryor, mailing first class mail, or if the sender prefers, by registered or certified mail, return receipt requested, with postage prepaid to:

City Of Pryor
Attention: Dennis Nichols, Chief of Police
214 S. Mill St.
Pryor, OK 74361

- b. If intended for Mayes County, mailing first class mail or, if the sender prefers, by registered or certified mail, return receipt requested, with postage prepaid to:

Mayes County 911
Attention: Debbie Pennypacker, Director/Coordinator
1 Court Place, Suite 140
Pryor, OK 74361

- 5. **HOLD HARMLESS.** Pryor and Mayes County mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act, found at 51 O.S. §§ 151 *et seq.* The parties hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents, or contractors which may occur during the

performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgment which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation, or exception which may be provided by the Governmental Tort Claims Act or the Eleventh Amendment of the United States Constitution.

6. **PRIOR UNDERSTANDINGS.** This Agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, and/or conditions, and constitutes the full and complete understanding and contractual relationship of the parties.

CITY OF PRYOR

MAYES COUNTY 911

Larry Lees
Mayor, City of Pryor

Darrell Yoder, Chairman, Mayes Co.

Ryan Ball, Vice-Chairman
Mayes Co. Board of Commissioners

Matt Swift, Commissioner
Mayes Co. Board of Commissioners

This agreement was approved by majority vote of the City Council for the City of Pryor Creek, Oklahoma in regular meeting on the _____ day of _____, 2022

Attest:

Eva Smith, City Clerk for City of Pryor Creek, OK

(SEAL)