

**PLEASE RETURN FULLY EXECUTED COPY TO:**

**TULSA COUNTY CLERK MICHAEL WILLIS**

**ATTN: Georgeann Hiebert, Deputy**

**218 W. 6TH St. 7th Floor**

**TULSA, OK 74119**

**or by email at:**

**[ghiebert@tulsacounty.org](mailto:ghiebert@tulsacounty.org)**

CMF# 20241202

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# MEMO

APPROVED  
6/24/2024



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DATE: June 18, 2024  
FROM: Matney M. Ellis  
Procurement Director  
TO: Board of County Commissioners  
SUBJECT: Agreement – City of Tulsa, Oklahoma

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached interoperability agreement between the Board of County Commissioners of the County of Tulsa, Oklahoma on behalf of the Tulsa County Sheriff's Office and the City of Tulsa, Oklahoma for access to the Public Safety Radio System owned by the City of Tulsa, Oklahoma, and licensed by the FCC and which enables the engagement of radio communications via Radio Units, at an annual cost of \$78.00 through June 30, 2025, as further described in the attached.

Respectfully submitted for your approval and execution.

MME / dcc

SUBMITTED FOR: The June 24, 2024 BOCC meeting agenda.

CMF# 20241202

**CITY OF TULSA**

**800 MHz Radio System**

**INTEROPERABILITY AGREEMENT**

This Agreement is made and entered into and executed by and between the City of Tulsa, a municipal corporation (“City”) and the Board of County Commissioners of the County of Tulsa, Oklahoma on behalf of Tulsa County Sheriff, a public safety agency of Tulsa County, Oklahoma (“User”).

**I. Definitions**

For purposes of this Agreement, the following definitions apply:

- A. Primary Dispatch System:  
The primary communications system upon which the User or its agents rely on to provide radio communications or radio transmissions among its Radio Units;
- B. Priority Access:  
An assigned level of system access that determines the choice of access to the Radio System between two or more Radio Units seeking use simultaneously;
- C. Public Safety Agency:  
Governmental and public entities or those non-governmental, private organizations which are properly authorized by the appropriate governmental authority whose primary mission is providing public safety services.
- D. Radio System:  
A trunked Simulcast/ SmartZone 800 Megahertz Public Safety Radio System owned by the City of Tulsa and the State of Oklahoma, and licensed by the FCC and that enables the engagement of radio communications via Radio Units in accordance with technical specifications;
- E. Radio Unit:  
Mobile, stationary, or portable radio communications devices communicating among themselves at certain air wave frequencies; and
- F. System Code Identification Number:

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An identification number that allows Radio Units to gain access to the Radio System thereby enabling the Radio Units to communicate among themselves at certain airwave frequencies.

G. User Fee:

A fee assessed to the User for expenses incurred by the City for the Maintenance, Administration, Management and Radio Programming performed for the benefit of the User.

## **II. City Obligations**

The City agrees that during the term of this Agreement it will:

- A. Allow the User to have access to its Radio System to engage in radio communications among User's Radio Units as a Primary Dispatch System;
- B. Provide the User with a Systems Code Identification Number that will access the City's Radio System, thereby providing a Primary Dispatch System for the User's Radio Units.
- C. Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to those of the FCC, as well as those applicable administrative rules of the City and Department of Public Safety that are now in effect or that may be effective during the term of this Agreement;
- D. Upon being notified that one or more of the User's Radio Units have been lost or stolen, take all reasonable actions to prevent any of the User's lost or stolen Radio Units from gaining access to the Radio System (including attempting to disable the lost or stolen Radio Unit); and
- E. Provide Public Safety Agency Users the same level of Priority Access to the Radio system as afforded the Public Safety Agencies within the City of Tulsa.

## **III. User Obligations**

During the term of this Agreement, the User agrees to:

- A. Assume all cost and responsibility for providing the Radio Units that will have access to the City's Radio System to include the following required feature sets:
  - 1. SmartNet II Signaling

2. SmartNet / SmartZone Software
  3. Project 25 (P25) Standard
  4. Dynamic Regrouping
  5. Selective Inhibit
  6. Valid Site Registration ID's
  7. System Access Using Push-To-Talk Identification
  8. Required programming of State Mutual Aid and Regional Mutual Aid Talkgroups within the first two zones/personalities respectively in all Public Safety Radio Units
  9. Required Programming of five (5) NPSPAC Conventional Mutual Aid Channels
  10. A valid, unique authorized System Code Identification Number programmed into each authorized Radio Unit (NO Duplicate ID's).
- B. Upon execution of this Agreement, User will provide the City with a complete listing of all Radio Units covered by this Agreement. Radio Unit information provided shall include the Radio Unit Equipment ID #, Model #, and Serial Number;
- C. Give the City at least ten (10) days prior written notice of its intent to increase, decrease or otherwise change the number of Radio Units that have access to the Radio System;
- D. Notify the City that one or more of its Radio Units have been lost or stolen within twenty-four (24) hours of knowing or having reason to know that the Radio Units have been lost or stolen;
- E. Use the System Code Identification Number described in this Agreement to access the City's Radio System as a Primary Dispatch System; and
- F. Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to those of the FCC, as well as those applicable administrative rules of the City that are now in effect or that may become effective during the term of this Agreement. Further, the User acknowledges that, should any of these statutes, rules, regulations, or administrative rules change during the term of this Agreement and if this change necessitates a modification of the Agreement, the modification may be effectuated by the City without incurring any liability for this modification. Should any change in the applicable statutes, rules, regulations, or administrative rules necessitate modification of this Agreement, the City shall notify the User of any such change within 30 days of such date that the City becomes aware of the change. In the event such changes adversely affect the User, User may terminate this Agreement in accordance with Article VI. C. herein.

#### **IV. User Fees**

The User expressly understands and agrees to prepay a User Fee, per Radio Unit, for access, administration, and programming, of the Radio System at an annual rate of Seventy-Eight and No/100 Dollars to be billed on July 1<sup>st</sup> of each year. The User expressly agrees to prepay said annual charges in full at the beginning of each annual period, based upon the number of Radio Units then in service.

#### **V. Fee Increases**

It is expressly understood and agreed that the City may increase the fees provided for in this Agreement by giving the User written notice of its intention to increase the fees prior to the effective date of any renewal term.

#### **VI. Term**

The initial term of this Agreement begins the date this Agreement is executed by the Mayor or Mayor ProTem of the City and ends on June 30<sup>th</sup> annually. User may renew this Agreement for up to four (4) subsequent 1-year renewal terms beginning on July 1<sup>st</sup> of each year by giving the other party prior written notice not less than sixty (60) days prior to the expiration of the then current term of this Agreement of its intention to renew the Agreement and the number of Radio Units to be in service during the renewal term. Notwithstanding the preceding, this Agreement terminates:

- A. Immediately if all or substantially all of the authorizations held by the City or the User are revoked by the FCC or its successor agency; or
- B. Upon either party giving the other party thirty (30) days prior written notice of its intent to terminate. Should the User terminate this Agreement as provided in this paragraph, the User agrees to payment in full of any and all payments owed to the City by the User under this agreement is a condition precedent to termination.

#### **VII. User Default**

If the User, its Agents, or employees fail to make any payment of any sum due under this Agreement or fails to perform as required under any other provision of this Agreement, and such failure continues for forty-five (45) days after the City has given the User written notice of such failure, then the User is in default under this

Agreement. In the event of the User's default, the City has the right to terminate the Agreement, deny the User any service provided by the City under this Agreement, and retain all moneys paid to the City pursuant to the terms and conditions of this Agreement. Each and all rights and remedies of the City are cumulative to and not in lieu of each and every other such right and remedy afforded by law and equity.

### **VIII. Hold Harmless**

To the extent allowed by law, User shall indemnify and hold City harmless from any loss, damage or claims to the extent caused by User's or its agents' performance of the Agreement herein. User must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.

### **IX. City Default**

Should the City fail to perform as provided under the terms of this Agreement, the User's remedies are termination of this Agreement.

### **X. Disclaimer**

It is expressly understood and agreed that one hundred percent (100%) coverage of any area at all times is improbable. There may be adverse transmission conditions such as short term, unpredictable meteorological effects and sky wave interference from distant stations that can interrupt the Radio System. Likewise, there are other causes beyond reasonable control of the City, including but not limited to, motor ignition and other electrical noise that may be minimized by corrective devices at the User's expense. Any surveys, studies, research or other measures taken to ensure the adequacy of coverage provided to the User under this Agreement are the sole responsibility and expense of the User.

### **XI. Notice**

All notices and communications permitted or required to be given under this Agreement are to be mailed by certified mail, return-receipt requested, to the following addresses:

For Legal Notices:

City of Tulsa  
Attn: City clerk  
175 East 2<sup>nd</sup>  
Tulsa, OK 74103

Single Point Contact:

Mike Wright, Radio Services Manager  
Phone: (918) 591-4146  
Fax: (918) 591-4229

FOR THE USER:

Tulsa County Sheriff's Office  
6080 East 66<sup>th</sup> Street North  
Tulsa, OK 74117  
Attn: Accounts Payable

Single Point Contact for the User:

Title: Ken Stewart, Emergency Communication Center Director  
Phone: (918) 960-2511  
Fax: (918) 274-1704

These addresses and phone numbers can be changed upon giving prior written notice to the other. All mailed notices and communications are deemed given and complete upon deposit in the United States Mail.

**XII. Assignment**

The User agrees to not assign this Agreement unless it receives the prior written consent of the City.

**XIII. Governing Law**



This Agreement is governed and construed according to the laws of the State of Oklahoma. The venue for any action or claim arising out of this Agreement is Tulsa County, Oklahoma.

#### XIV. Entire Agreement

This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any modifications concerning this Agreement are of no force and effect unless in writing and executed by both parties, except for those modifications effectuated pursuant to the provisions of III.C and III. D. User Obligations.

IN WITNESS WHEREOF, this Agreement is executed in multiple copies on the dates set forth below to be effective during the period recited above:

**City of Tulsa, Oklahoma, a municipal corporation**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved:

\_\_\_\_\_  
Assistant City Attorney

  
\_\_\_\_\_  
Board of County Commissioners

  
\_\_\_\_\_  
Sheriff of Tulsa County

  
\_\_\_\_\_  
Clerk of Tulsa County



APPROVED AS TO FORM/ LEGALITY

  
ASSISTANT DISTRICT ATTORNEY  
Andrew C. Mihelich

By: *Stan Sallee*

Printed  
Name: Stan Sallee

Title: Chairman

Date: 6/24/2024

*[Faint handwritten signature]*