
MEMO

APPROVED
11/28/2022



DATE: November 21, 2022
FROM: Lisa L. Moore
Assistant Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – City of Catoosa

A handwritten signature in black ink, appearing to read "Lisa L. Moore".

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of the Tulsa County Sheriff's Office and the City of Catoosa for dispatch service of 911 Emergency calls and corresponding reports through June 30, 2023.

City of Catoosa is to pay Tulsa County Sheriff's office \$70,000.00 for services mentioned above as further described in the attached.

Respectfully submitted for your approval and execution.

LLM / jdf

SUBMITTED FOR: The November 28, 2022 BOCC meeting agenda.

CMF# 20222083

PUBLIC SAFETY SERVICE AGREEMENT

The Public Safety Service Agreement is entered into by and between the **City of Catoosa, Oklahoma** (Catoosa) and the **Board of County Commissioners of Tulsa County** (BOCC), on behalf of the **Tulsa County Sheriff's Office** (TCSO).

RECITALS

WHEREAS advancing technology and limited financial resources have motivated Catoosa and TCSO to consider a regional, consolidated approach to public safety services; and

WHEREAS TCSO maintains a public safety communications operation and is capable of providing public safety services to Catoosa; and

NOW, THEREFORE, for and in consideration of the recital above and mutual covenants and considerations herein contained, Catoosa and TCSO agree as follows:

ARTICLE I: TERM

- 1.1 The parties agree the initial term of this AGREEMENT shall be from July 1, 2022 through June 30, 2023.
- 1.2 Upon mutual agreement of the parties, this AGREEMENT may be renewed for additional one-year periods beginning July 1, 2023. Catoosa must provide notice to TCSO at least sixty (60) days prior to June 30th each year that it desires to execute a renewal agreement.
- 1.3 Any other provisions notwithstanding, in event of failure of either party to appropriate adequate and sufficient funds to fulfill obligations under this AGREEMENT during any fiscal year of parties, this AGREEMENT shall be null and void without further action by either party. (Okl.Const.art.,10, §26)
- 1.4 In the event of a material breach of this AGREEMENT, the non-breaching party shall provide notice of intent to terminate this AGREEMENT in writing to the breaching party with reasonable specificity of the breach and the requested cure, with termination to be effective if such breach has not been cured within thirty (30) days of delivery of such notice.
- 1.5 This AGREEMENT may be terminated by either party for any reason, or for no reason, upon thirty (30) days written notice to the other party. In the event either party terminates this AGREEMENT at any time during the term of the AGREEMENT, Catoosa will only be liable for the pro-rated portion of their annual charges incurred as of the termination date.

ARTICLE II: RESPONSIBILITIES OF TCSO

- 2.1 TCSO Agrees to perform the following services for Catoosa in a manner similar and consistent with the service it provides for itself:
 - 2.1.1 Dispatch all Catoosa police 9-1-1 calls for service by means of the parties' interoperable 800MHz radio system.
 - 2.1.2 Route all Catoosa emergency medical 9-1-1 calls for service to any emergency medical provider designated by Catoosa.
 - 2.1.3 TCSO will provide Catoosa with any requested statistics or reports generated by the Tulsa Regional Emergency Communications Center (TRECC).

ARTICLE III: RESPONSIBILITIES OF CATOOSA

- 3.1 Catoosa shall provide for routing of all 9-1-1 calls for service to TRECC.
- 3.2 Catoosa shall provide TRECC with operational procedures for proper assignment of all law enforcement calls for service.
- 3.3 Catoosa, and its officers, employees, agents, representative, volunteers, and designated emergency service providers shall comply with all operations standards for radio usage established by TRECC, TCSO, Tulsa County, the State of Oklahoma, the Federal Communications Commission, or any other applicable regulatory entity.

ARTICLE IV: CONTRACT ADMINISTRATION

- 4.1 Each party shall designate one or more representative who shall be responsible for the regular administration of this AGREEMENT. Any notice, communication, consent, or other writing given regarding this AGREEMENT shall be delivered either personally or by mail, postage prepaid, to the other party through its designated representative, as many be specified by notice in compliance with this section. The parties' initial designated representatives shall be as follows:

4.1.1 Catoosa Police Department's Designated Representative

Ronald Benight
Catoosa Chief of Police
City Hall Drawer 190
Catoosa, Oklahoma 74015
Telephone: (918) 266-2424

4.1.2 City of Catoosa's Designated Representative

John Blish
Catoosa City Manager
214 South Cherokee Street
PO Box 190
Catoosa, Oklahoma 74016
Telephone: (918) 266-2505

4.1.3 TRECC/TCSO (Operational Issues)

Ken Stewart
911 Communications Director
Tulsa Regional Emergency Communications Center
Tulsa County Sheriff's Office
6094 East 66th Street North
Tulsa, Oklahoma 74117
Telephone: (918) 960-2511

4.1.4 TCSO (Contract Issues)

Carlee Johnson
Tulsa County Sheriff's Office
303 West First Street
Tulsa, Oklahoma 74103
Telephone: (918) 591-8980

4.1.5 TCSO (Financial Issues)

Christina Morrison
Tulsa County Sheriff's Office
303 West First Street
Tulsa, Oklahoma 74103
Telephone: (918) 596-5640

4.2 For the purpose of this AGREEMENT, any writing shall be deemed received upon actual receipt.

ARTICLE V: INDEPENDENT CONTRACTOR RELATIONSHIP

- 5.1 TCSO and Catoosa acknowledge that TCSO's relationship to Catoosa under this AGREEMENT is one of an independent contractor and neither party shall be responsible for the debts, obligations or liabilities of the other.
- 5.2 To the fullest extent allowed by law, Catoosa shall defend and hold TCSO and its officers, employees, agents, and representatives harmless from any and all claims, demand or liability which might be asserted against it by virtue of, arising out of, or in connection with the services provided hereunder.

ARTICLE VI: TERMS OF COMPENSATION AND PAYMENT

- 6.1 Catoosa shall pay to TCSO a calculated amount based on the operational cost for services provided and outlined in "Attachment A – Billable Services Schedule" which is provided on as yearly basis based on operation expenses and elected services available for enrollment by the agency.
- 6.2 Catoosa shall pay to TCSO the full amount shown on Attachment "A" for services provided under this agreement during fiscal year 2023 which includes the following:
- 6.2.1 Routine dispatching services
 - 6.2.2 9-1-1 and non-emergency telephone services
 - 6.2.3 Mapping and maintenance of Catoosa's Master Street Address Guide (MSAG).
- 6.3 Catoosa shall pay to TCSO one full payment no later than August 15, 2022 for the entire fiscal year 2022-2023.
- 6.4 All optional services selected by Catoosa shall be paid for in full upon execution of this agreement (Attachment "B")

ARTICLE VII: ENTIRETY OF THE AGREEMENT

- 7.1 This writing shall constitute the entire AGREEMENT between Catoosa and TCSO. If any terms of this AGREEMENT shall be declared invalid or unenforceable in any court of competent jurisdiction, such terms shall be stricken from this AGREEMENT. Such invalidity or unenforceability shall not extend to any other terms of this AGREEMENT and any remaining terms shall continue in full force and effect, to the extent permitted by law.
- 7.2 The AGREEMENT shall not be modified, altered, or amended except as agreed to by Catoosa and the BOCC on behalf of TCSO in writing, properly executed by each parties' contracting authority.
- 7.3 The AGREEMENT is between the BOCC on behalf of TCSO and Catoosa and create no right unto to duties to any other person. No person is or shall be deemed a third-party beneficiary of this AGREEMENT.
- 7.4 The AGREEMENT may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute once and the same instrument.

ARTICLE VIII: RECORD OF MAINTENANCE

- 8.1 TCSO shall own and retain all records generated by TRECC involving call for service in Catoosa.
- 8.2 TCSO shall be the custodian of such records for purposes of authorizing their release pursuant to the Oklahoma Open Records Act 51 O.S. §24A.1 et seq.

ATTACHMENT A – Billable Services Schedule

FYE 2022-2023

City of Catoosa, Oklahoma cost share for dispatching services from Tulsa Regional Emergency Communications Center (TRECC) operated by the Tulsa County Sheriff's Office for FYE 22-23 is \$70,000.

This cost share amount includes the following services

- Routine dispatching services
- 9-1-1 and non-emergency telephone services
- Mapping and maintenance of Catoosa's Master Street Address Guide (MSAG)
- OLETS Terminal Agency Coordinator (TAC) services
- CAD to Mobile CAD Interface

Payment to be made in full to Tulsa County Sheriff's Office as outlined in the master agreement.

ATTACHMENT B

FYE 2022-2023 Optional Services

City of Catoosa, Oklahoma cost for optional available services from Tulsa Regional Emergency Communications Center (TRECC) operated by the Tulsa County Sheriff's Office for FYE 22-23. Elected services and implementation will be completed upon payment receipt.

Optional Available Services				
Service	Total	Monthly	Notes	Elected
Autonomous Drone 911	\$ 258,000.00	\$ 21,500.00	Single Drone w/ Port	<input type="checkbox"/>
Real-time Text/Video	\$ 7,500.00	\$ 625.00	Unlimited	<input type="checkbox"/>
Public Sonar	\$ 8,000.00	\$ 666.67	Two Users	<input type="checkbox"/>
Real-time Crime Center	\$ 185,000.00	\$ 15,416.66	Monitoring of resources	<input type="checkbox"/>

_____ No optional services elected.

WITNESS WHEREOF said parties have caused this AGREEMENT to be executed in their behalf as of the date indicated below.

CITY OF CATOOSA, OKLAHOMA

By: Brenda Conley
Brenda Conley, Mayor

Date: 11/17/2022

By: J. Blish
John Blish, City Manager

Date: 11/17/2022

ATTEST:

Wichita Sutton
Clerk, City of Catoosa



APPROVED:

[Signature]
Attorney, City of Catoosa

TULSA COUNTY, OKLAHOMA
Board of County Commissioners

By: Karen Keith
Karen Keith, Chairwoman

11/28/2022

Date: _____

ATTEST:

Michael Willis
Michael Willis, Tulsa County Clerk



APPROVAL:

[Signature]
Tulsa County District Attorney's Office

APPROVAL:

Vic Regalado, Sheriff
Tulsa County Sheriff's Office