
MEMO

APPROVED
11/25/2024



DATE: November 20, 2024
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – The City of Catoosa

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 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 Catoosa for dispatch service of 911 Emergency calls and corresponding reports through June 30, 2025, at a total annual fee of \$75,000.00 as further described in the attached.

Respectfully submitted for your approval and execution.

MME / adr

SUBMITTED FOR: The November 25, 2024 BOCC meeting agenda.

CMF# 20242180

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 until its PSAP is fully operational; and

NOW, THEREFORE, for and in consideration of the recitals 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, 2024, through June 30, 2025.
- 1.2 Upon mutual agreement of the parties, this AGREEMENT may be renewed for additional one-year periods beginning July 1, 2025. 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 part. (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 charges incurred as of the termination date.
- 1.6 Upon termination by either party, Oklahoma State 911 funds shall be reimbursed to the City of Catoosa after the termination agreement is met and the City of Catoosa PSAP is fully operational with all services transitioned.
- 1.7 Upon termination by either party, all contractual obligations for 911 maintained services shall be reviewed and transitioned appropriately for the remainder of the contracted period.

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).
- 2.1.4 TCSO will provide monthly electronic transfer of fund (ETF) to the City of Catoosa as outlined within 45 days of account reconciliation following the OK State 911 formula as outlined in attachment "A".

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, 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
6080 East 66th Street North
Tulsa, Oklahoma 74117
Telephone: (918) 591-8980

4.1.5 TCSO (Financial Issues)

Tamera Stanley
Tulsa County Sheriff's Office
6080 East 66th Street North
Tulsa, Oklahoma 74117
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 all claims, demands 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 sum of Six Thousand Two Hundred Fifty Dollars (\$6,250) per month as shown on Attachment "B" for services provided under this agreement during fiscal year 2024-2025 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 monthly the services rate of \$6,250 on the first of every month while the agreement is in effect.

ARTICLE VII: ENTIERETY 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 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 calls for service in Catoosa.

8.2 Catoosa shall be responsible for all preservation of evidence requirements and associated costs related to the maintenance of these records.

8.3 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. Upon termination of this agreement, TCSO agrees to maintain all records according to the guidelines set forth the City of Catoosa records retention policy.

Attachment A – OK911 Funding Reimbursement Schedule

Tulsa County shall reimburse the City of Catoosa as per the State of Oklahoma 911 funding guidelines upon termination:

- The City of Catoosa was certified at 7,440 in May 2024 a population calculation difference of 14% of the 90% fees collected
- The City of Catoosa was certified at 11.96 sq mi in May 2024 a land mass calculation difference of 4% of the 10% of fees collected.
- TCSO shall retain their OK911 PSAP/ECC funding prior to calculating the disbursement of funds against the OK911 funding model.

ATTACHMENT B – Billable Services Schedule

FY 2024-2025

City of Catoosa, Oklahoma cost share for dispatching services from Tulsa Regional Emergency Communications Center (TRECC) operated by the Tulsa County Sheriff's Office during FY 24-25 is \$6,250 per month (\$75,000 annualized).

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

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

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: 
Greg Williams, Mayor

Date: November 12, 2024

By: 
John Blish, City Manager

Date: November 12, 2024



ATTEST: 
Clerk, City of Catoosa

APPROVED: 
Attorney, City of Catoosa


TULSA COUNTY, OKLAHOMA
Board of County Commissioners

By: 
Stan Sallee, BOCC Chair

Date: 11/25/2024



ATTEST: 
Michael Willis, Tulsa County Clerk

APPROVAL: 
Tulsa County District Attorney's Office

APPROVAL: 
Vic Regalado, Sheriff
Tulsa County Sheriff's Office