



911 ACOG AGREEMENT

AMENDED - JANUARY 2022



AGREEMENT CREATING THE 9-1-1 ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS

AMENDED

Whereas, the Interlocal Cooperation Act, 74 O.S. 1981, Section 1001, and following, authorizes public agencies to enter into agreements to jointly act to exercise any powers and authority conferred upon them; and

Whereas, the Nine-One-One Emergency Number Act, 63 O.S. Supp. 1986, Section 2811, and following; authorizes the establishment of the 911 primary emergency telephone number, and encourages units of local government and combinations or associations of such units to develop and improve emergency communication procedures and facilities utilizing the 911 emergency telephone number; and

Whereas, pursuant to said authority, it is the purpose and desire of the undersigned public agencies, the Association of Central Oklahoma Governments and emergency and telephone service providers to create an association to enable said agencies to more efficiently use their powers by cooperating with each other on a basis of mutual advantage and thereby provide such emergency communication procedures and facilities for all residents of the cities, towns and counties located in the ACOG central Oklahoma area.

Now, therefore, the 911 Association of Central Oklahoma Governments is hereby created as hereinafter provided.

SECTION I: DURATION OF AGREEMENT

The duration of this agreement is contemplated to begin upon execution of this Agreement by any two or more signatories hereto, and to continue through the three year term of the initial 911 emergency telephone system levy to be authorized at public elections, and thereafter, without further act of the parties, during the term of any subsequent levy, so long as any two or more parties continue with such 911 telephone system.

SECTION II: ORGANIZATION

There is hereby created a legal and administrative entity separate and apart from the signatory parties hereto, which shall owe its existence to this agreement. Said entity shall be known as the "911 Association of Central Oklahoma Governments" and referred to as the 911 Association, or 911 ACOG.

- A. The 911 Association is a voluntary association with membership open to all units of general-purpose local government within the ACOG region and adjacent counties in Central Oklahoma who have authorized implementation of 911 emergency telephone service.
- B. (1) Membership. Units of local government may join the 911 Association by passage of an ordinance, resolution or otherwise pursuant to law of the governing body seeking membership, upon signing this Agreement. Such signatories shall be designated as members. Each member shall select its voting board member of the 911 Association, along with not more than two alternates. Such designees shall be members of the governing board of the member. Such appointment shall be in writing, duly authorized, and executed by the appropriate official(s) of the appointing member.
- (2) Board of Directors. The Board of Directors shall consist of one member of each governing board of each member public agency, designated as aforesaid.
- (3) Ex Officio members. Other emergency and telephone service providers may have a designee to the Board on an ex officio basis, as determined by the Board.

(4) Weighted voting. Each director shall have a weighted vote in accordance with the following schedule:

(a) each Director representing a total population of less than 75,000 shall have one (1) vote for each 2,500 population or fraction thereof.

(b) each Director representing a total population of more than 75,000 shall have the votes as provided in (a) above for the first 75,000 population and one (1) additional vote for each additional 7,000 population thereof.

The weighted voting calculation for the 9-1-1 ACOG Board members will be based on the ESRI Community Analyst population numbers, annually, or another reputable company that calculates PSAP/small geography population estimates. Each year, prior to adoption of the annual budget, ACOG staff will provide the population estimates to the Board for its adoption. Any change in the weighted vote shall become effective at the beginning of the fiscal year, July 1.

SECTION III: FUNCTIONS AND PURPOSES

- A. The 911 Association is organized to implement and administer on behalf of the public and the members the 911 emergency telephone service authorized and contemplated by the Nine-One-One Emergency Number Act. Section 2818 of which provides in part that any governing body of a public agency may contact “with any association or corporation for the administration of nine-one-one emergency telephone service as provided by law.”
- B. To accomplish on behalf of the members the maximum utilization of resources available for the emergency telephone system, to the end that the greatest economies of scale and efficiency of operation will result in the best system for all members, with the least cost to the public taxpayers
- C. To ensure that the integrity and separate control of the local public safety communication systems of the respective members is maintained, while effective area wide emergency telephone service is provided.
- D. To administer the planning, design, ordering, installation and operation on behalf of the members of the procedures, equipment and facilities of every sort pertaining to the 911 emergency telephone system. To establish, develop and maintain the required database for the system on behalf of the members. To administer and monitor the receipt and dispersal of such portions of the taxes levied for the system as is required and determined by the Members. To administer contracts and audits as required or desired by the members of the system functions and funds.

SECTION IV: FINANCING OF THE 911 ASSOCIATION

The levy provided for by the aforesaid Act shall be collected by the respective telephone companies and remitted to each respective member as provided for by said Act; the required and appropriate portion of such levy funds shall be disbursed by each member to the 911 Association monthly sufficient to fulfill the respective portion of each member’s obligations for contractual, administrative, equipment and service and other obligations of the 911 system as required by contracts and agreements hereinafter entered into by the respective members pertaining to the 911 system. The appropriate and agreed upon portion of such levy funds determined by such agreements to be necessary for 911 system purposes shall be utilized by the 911 Association solely for such lawful purposes.

SECTION V: BOARD OF DIRECTORS

The Board of Directors shall be the governing board of the 911 Association. A quorum of the Board shall be empowered to implement the policies and procedures of the 911 Association, and for the administration of its staff and property.

- A. Directors representing more than 50% of the total weighted votes of the Board and representing ten or more members shall constitute a quorum for the transaction of business. Therefore, any

changes to the weighted vote will change the required quorum. To pass, all questions must receive more than 50% of the total weighted vote representing six or more members. All votes shall be subject to roll call upon request by any Director.

- B. The Board shall elect a Chairperson, Vice-Chair and Secretary-Treasurer at the regular scheduled monthly board meeting in May of each year. Such officers shall hold office for one year, or until their successors are elected and qualified. No officer shall succeed more than one consecutive term of office.
- C. The Board shall hold its meetings and keep its books and records at such place as it shall determine.
- D. The Board shall appoint, designate, and remove the Executive Director, and determine any salary or other benefits for such position. It is contemplated that the Executive Director of the Association of Central Oklahoma Governments shall act as the Executive Director of the 911 Association.
- E. The Board shall govern the activities of the 911 Association, and shall adopt by-laws, policies, and procedures, as it deems appropriate. The Board shall enter into such contracts and agreements as it determines are necessary or desirable for the operation of the system contemplated hereby, shall arrange for such employees, office space and acquire by lease or purchase such facilities, equipment and or supplies as it determines is necessary to conduct the business of the 911 Association.

SECTION VI: MEETINGS OF BOARD OF DIRECTORS

- A. The Board of Directors shall meet monthly, with the exception of the month of July. Written notice of all regular monthly meetings shall be in compliance with the requirements of the Oklahoma Open Meeting Act and provided to each voting member. An agenda shall be required for such meetings. All meetings of the Board of Directors shall be held at the principal ACOG office or at other locations, if deemed necessary, within the ACOG region.
- B. Special meetings of the Board may be called by the Chairperson with notice in compliance with the requirements of the Oklahoma Open Meeting Act and delivered as written notice to all voting members. Special meetings shall be called by the Chairperson upon written demand of five (5) Directors. Only the specific item(s) of business specified in the notice for special meetings shall be conducted at such meeting. Such meetings shall be held at the principal ACOG office or at other locations, if deemed necessary, within the ACOG region.
- C. All meetings of the Board shall be conducted in compliance with applicable State law. To the extent feasible, meetings shall be held on the respective dates and at times convenient for attendance at ACOG Board meetings.

SECTION VII: EXECUTIVE DIRECTOR

The Executive Director shall be the chief administrative officer of the 911 Association. The Executive Director shall:

- A. Appoint and remove all employees of the 911 Association.
- B. Annually prepare and present to the Board a proposed budget for consideration for approval by the Board.
- C. To perform such other or additional duties as may be required by the Board.

SECTION VIII: DISSOLUTION OF TERMINATION

Dissolution or termination of the 911 Association shall be effective upon a vote to such effect by a majority exceeding 50% of the total weighted vote of a quorum of the Board representing six members or more.

Upon a vote to dissolve or terminate the 911 Association, arrangements to cease all services by the 911 Association shall begin promptly, together with making provision for sale of all property and discharge or satisfaction of all outstanding obligations and liabilities of the 911 Association; the remaining assets, if any, shall be distributed to the members in the same proportion as the respective contributions by each member to the 911 Association during the final fiscal year of such dissolution or termination.

SECTION IX: WITHDRAWAL OF MEMBERSHIP

Any member may withdraw from the Association by passage of a resolution or ordinance of its governing body terminating its membership in the 911 Association; provided, such withdrawing member shall be obligated to undertake and accomplish the withdrawal in a manner which will at least disturb or disrupt the ongoing operation of the 911 emergency telephone system remaining, particularly with regard to winding up its part of the 911 system affairs, through final accounting and settling-up of its obligations, liabilities and return of its 9-1-1 Call Handling Equipment to ACOG.

SECTION X: AMENDMENT OF AGREEMENT

This Agreement may be altered, amended or otherwise modified pursuant to a majority vote of a quorum of the Board, provided that such amendment, alteration or modification shall be ratified by a majority of the then members and approved by the Attorney General prior to its becoming effective.

SECTION XI: EFFECTIVE DATE

This Agreement shall become effective after execution by any two or more members, but only upon approval by the Oklahoma Attorney General, and shall thereafter remain in full force and effect until the 911 Association is dissolved or terminated as provided in Section VIII.

SECTION XII: EXECUTION

This Agreement may be executed in multiple counterparts by the respective signatories hereto, and each such respective copy shall be executed by the chief elected executive officer of such signatory public agency, attested and sealed by the clerk thereof pursuant to a duly adopted ordinance or resolution of the governing board of such public agency authorizing the same; provided that counterparts to be executed by non-public agency signatories shall be executed by the appropriate executive officer, attested and sealed, if customary, pursuant to lawful authority of such signatory, and all such counterparts shall together be considered as one and the same Agreement.



OFFICE OF ATTORNEY GENERAL
STATE OF OKLAHOMA

Mark W. Sweeney, AICP
Executive Director, 9-1-1 ACOG
Association of Central Oklahoma Governments
4205 N. Lincoln Blvd.
Oklahoma City, OK 73105

Re: Interlocal Cooperation Agreement – Amendments to the 9-1-1 Association of Central Oklahoma Governments Agreement (ICA-88-9), **Our File Number ICA-22-0001**

LETTER OF APPROVAL

The amendments to the above referenced Agreement (hereinafter referred to as “Amendment”) have been reviewed by the office of the Oklahoma Attorney General and are found to be in compliance with the provisions of the Interlocal Cooperation Act, 74 O.S. §§ 1001-1008 (“Act”). Therefore, pursuant to Section 1004(F) of the Act, the Amendment is hereby officially **APPROVED** as of the date set forth herein.

Please be further advised that, before the Amendment enters into force, the Agreement and Amendment along with a copy of this Letter of Approval must be filed with the Oklahoma Secretary of State and the county clerk of each county wherein a party to the Agreement is located.

In addition, when the authorizations for the ACOG members are executed, said authorizations must be attached to the Agreement and Amendment and filed with the Oklahoma Secretary of State and the appropriate county clerk(s).

Signed this 3rd day of January, 2022.

Respectfully submitted,

Karl F. Kramer
Assistant Attorney General
Karl.Kramer@oag.ok.gov

Enclosure: Submitted Agreement and Amendment

