

**MEMORANDUM OF UNDERSTANDING CONCERNING
WIRELESS FEE REMISSIONS BETWEEN
INDIAN NATIONS COUNCIL OF GOVERNMENTS AND
THE CITY OF BROKEN ARROW**

RECITATIONS:

WHEREAS, INCOG is the recipient of wireless 9-1-1 fees for all jurisdictions inside Tulsa, Osage and Creek Counties, and

WHEREAS, a review of these remissions has caused questions as to whether all wireless companies are remitting fees in the correct amount; and

WHEREAS, INCOG wishes to develop and implement a program designed to assure that the maximum allowable wireless fees are being remitted to each jurisdiction;

WHEREAS, Broken Arrow agrees to pay the sum of \$3,983 to offset expenses incurred to perform these duties, which are outside of the parameters of 63 O.S. §2841, et seq.; and

WHEREAS, INCOG agrees to report monthly regarding the wireless receipts.

AGREEMENT:

INCOG agrees to do the following:

1. Maintain an accurate list of wireless carriers obligated to remit fees. Update the list at least quarterly with information received from the Statewide 9-1-1 Board, the FCC website and fee remission checks received by INCOG.
2. At least annually, contact each wireless carrier representative in order to:
 - a. Verify accuracy of the latest census submitted
 - b. Request and obtain census information from Carriers that have not complied with the law.
3. Notify prepaid carriers incorrectly remitting to INCOG to remit prepaid fees to the Oklahoma Tax Commission.

4. Review fee remissions from each Carrier and report the following:
 - a. Develop a monthly average of fee remissions over 12 months
 - b. Compare to latest census from Carrier to determine whether fee remissions agree with number of customers
 - c. Contact Carriers with major discrepancies and work with them to remit correct amount.
 - d. Within thirty (30) days of determining that a major discrepancy exists, send a notice to each such Carrier to remit past due fees as of the date of the last census to INCOG.
5. Develop and maintain a log of contacts for each Carrier summarizing action taken and results obtained.
6. Prepare information for referral to attorneys for collection as needed. Work with city attorneys and assistant district attorneys to develop a packet of information and exhibits to assist in the pursuit wireless carriers for unpaid fees.
7. Report activities to fee recipients as required. The report should contain a summary of work performed, fees received and remitted, to whom, and the amount of the 1% fee retained by INCOG.

INCOG will retain 1% of the wireless income forwarded to Broken Arrow each month until the sum retained by INCOG equals no more than \$3,983. Should the retention by INCOG total less than \$3,983 by June 30, 2015, then the City of Broken Arrow agrees to remit the difference between the amount actually retained by INCOG and \$3,983.

The term of this contract shall be from July 1, 2015 through June 30, 2016.

This Memorandum of Understanding is approved this ____ day of _____, 2015/

CITY OF BROKEN ARROW, OKLAHOMA

ATTEST:

By: _____
Mayor

By: _____
City Clerk

INDIAN NATIONS COUNCIL OF
GOVERNMENTS

By: _____

APPROVED AS TO FORM:

Lesli Myers
ASSISTANT CITY ATTORNEY