

THIRD AMENDED INTERLOCAL AGREEMENT

The Interlocal Agreement creating the Regional 9-1-1 Board was approved by the Attorney General on June 19, 2006. In 2009, this agreement was first amended to include Bixby as a member and to make certain changes to the cost allocation and annual budget deadlines.

The Interlocal Agreement was amended the second time after the Regional 9-1-1 Board voted to include Broken Arrow, Oklahoma as a member. The cost allocation formula for both Broken Arrow and Rogers County were amended to reflect the agreement of all the parties.

Since the last amendment, the Regional 9-1-1 Board has voted to include Tulsa County and Osage County as members. Claremore and Rogers County have consolidated operations into the Northeast Oklahoma Enhanced 9-1-1 Trust Authority. The amendments contained in this document reflect those changes.

In consideration of mutual promises herein contained, the Second Amended Interlocal Agreement is hereby amended by striking the entire agreement and substituting the following:

THIS AGREEMENT is entered into by and between the following parties:

City of Bixby
City of Broken Arrow
City of Collinsville
City of Glenpool
City of Jenks
City of Owasso
City of Sand Springs

City of Sapulpa
City of Skiatook
City of Tulsa
Osage County
Tulsa County
Northeast Oklahoma Enhanced 9-1-1
Trust Authority

(hereafter "Members")

WHEREAS pursuant to 74 O.S. §1001 et seq., the Members are authorized to enter into an Interlocal Agreement for the purpose of jointly cooperating for their mutual advantage; and

WHEREAS the Members desire to share in the costs of 911 related equipment, networking and database services in order to save money and enhance interoperability in case of a mass emergency,

THEREFORE, in consideration of the mutual obligations and benefits described herein, the parties hereby enter into this Agreement as follows.

I. REGIONAL 911 BOARD CREATED

A. There is hereby created by this Agreement a Board to be known as the Regional 911 Board, (Board) consisting of duly appointed representatives from each of the Members. The Board shall have the powers and duties outlined below. Quorum, voting procedures, representation on the Board, attendance, minutes of the meeting, officers, term of office, committees, and all other operational issues shall be specifically regulated in the by-laws of the Board, which must be approved by the Board by a majority vote of the Members. A representative of the Indian Nations Council of Governments (INCOG) shall be a nonvoting member of the Board.

B. The Board shall designate the time and place of all meetings, which shall be held no less frequently than quarterly and which shall be conducted in compliance with the Oklahoma Open Meetings Act.

II. PURPOSE

A. The purpose of the Regional 911 Board shall be to cooperate in the efficient administration of all 911 related duties in the jurisdictions represented by the Members. The Board shall procure 911 equipment and services in order to receive and to correctly route 911 calls to the appropriate jurisdiction. Costs for the purchase and on-going use of that equipment and services shall be shared among the Members in the manner more specifically set out below.

B. Each Member, not the Board, will be responsible for the daily operation of its 911 center, the delivery of 911 services, and interacting with vendors regarding equipment or service problems in its 911 center.

C. The Members may also share administrative, monitoring, mapping, addressing, database maintenance, training or other functions as the Board recommends from time to time, in a manner more specifically set out in a memorandum of understanding.

D. The Board may also share information on legislative policy and best practices with its Members, jurisdictions that subcontract with Members for 911 services, and representatives of other jurisdictions attending Board meetings.

III. PAYMENT OF COSTS

A. Each Member shall pay its share of equipment and other agreed-to costs in the manner set out in the Annual Budget adopted by the Board.

B. Members agree to make monthly payments to the Board, c/o INCOG, for its share of the total costs of maintaining the regional 9-1-1 system as calculated by the annual budget. Payments shall be mailed or delivered to the authorized notice address for the Board.

C. The Board will revise its population calculations, cost sharing proportions and cost allocation formula annually, using population estimates provided by INCOG.

D. Nothing in this Agreement imposes or implies any duty for any Member to indemnify the Board or any other Member or to contribute more than its agreed upon share as outlined in this Agreement or in a memorandum of understanding entered into by the Members.

IV. MEMORANDA OF UNDERSTANDING

The Members may, from time to time, agree to share other 911-related duties including, but not limited to contract administration, contract monitoring, mapping, addressing, training or other administrative duties. The Board may recommend memoranda of understanding setting forth the additional duties, the proposed proportional cost and terms for cost sharing, however, no Member shall be obligated to participate in or to pay for additional duties until it has approved each memorandum of understanding and its governing body has appropriated sufficient funds to pay the additional costs.

V. BUDGETING

On or before March 1, the Board shall adopt by resolution a proposed budget for the upcoming fiscal year. The budget shall include revised population estimates for the upcoming year, an itemization of annual equipment costs, an itemization of each jurisdiction's proportional share of the equipment costs, a detailed explanation for any and all additional costs to be shared during the upcoming fiscal year, and the proportional share of those costs attributable to each jurisdiction.

As of the date of this agreement, the Board has agreed that all parties share proportionally in the cost of the 9-1-1 network, which enables the regional interoperability between the parties. All parties with the exception of Broken Arrow, Osage County and Northeast Oklahoma Enhanced 9-1-1 Trust Authority also share proportionally in other 9-1-1 related costs including equipment, database, end office trunks, selective routing, Phase II and other charges not related to the network. Broken Arrow, Osage County and Northeast Oklahoma Enhanced 9-1-1 Trust Authority shall each pay 100 percent of those charges that are attributable to each of their 9-1-1 centers.

VI. DUTIES OF THE BOARD

A. The duties of the Board shall include the following:

1. Procure 911 equipment and services.
2. Enter into contracts with vendors for the delivery of 911 equipment or services.
3. Monitor contract performance by vendors.
4. Regularly provide information on performance by vendors, equipment and services.
5. Calculate and review cost allocations to assure fair and accurate distribution of costs among Members.
6. Resolve all disputes among Members regarding cost allocations.
7. Facilitate sharing of 911 functions among Members.
8. Enter into contracts with non-member jurisdictions for the sharing of 911 network facilities and equipment.
9. Recommend any memoranda of understanding prior to approval by the Members.
10. Review all requests to participate in the Regional 911 Board by other jurisdictions and make recommendations to the Members regarding the approval of such requests.
11. Adopt by-laws consistent with this Agreement. Adopt policies and procedures as directed by the Members.
12. Share 911 information, monitor and propose legislative initiatives and share best practices among Members and non-member jurisdictions that attend Board meetings.
13. Perform other tasks consistent with the purpose and intent of this Agreement and any memoranda of understanding entered into by the Members.

VII. PROPERTY ACQUISITION/HOLDING

The parties agree that no real property shall be acquired jointly during the course of this Agreement. Personal property that is acquired during the term of this Agreement and any renewals thereof shall be the property of the Regional 911 Board. The Board may own, maintain, upgrade, sell, lease, alter or dispose of the personal property at any time by action of the Board. Any property owned by the Board at the time of dissolution of the Board or upon termination of this Agreement shall become the property of the Members and former Members in undivided shares equal to the proportion of cost paid for the property by each Member and former Member as compared to the total cost paid by all Members and former Members.

VIII. DURATION/TERMINATION

A. This Agreement will become effective from the date of approval or deemed approval by the Attorney General (Effective Date) and will continue until June 30, 2018 (Initial Term). This Agreement shall be automatically renewed by each Member for one-year periods commencing on July 1 of each year and continuing until June 30 of the following year subject to the following conditions:

1. Renewal of this Agreement for each Member is subject to the Member's annual appropriation of sufficient funds for the Member's fiscal year (July 1 to June 30) to pay the costs allocated to the Member for that fiscal year. In the event that a Member does not appropriate or budget sufficient funds to pay its allocated share of costs for a fiscal year under this Agreement, the Agreement will not be renewed by the Member.
2. A Member must deliver written notice to terminate or not to renew its membership in the Regional 911 Board to the Board in an open meeting at least sixty days prior to the end of the fiscal year. Termination of all obligations for the terminating or nonrenewing Member will occur on the last day of the fiscal year in which the notice was received, provided that the provisions of the next paragraph are met.
3. Should a Member elect to terminate or not to renew its membership, the Board, in cooperation with the terminating or nonrenewing Member and any equipment vendors with which the Board has contracted for the purchase of equipment, will value the cost remaining to be paid for the purchase of equipment. The terminating or nonrenewing Member shall, subject to appropriation of funds by its governing body, pay its share of that cost to the Board.

B. Termination of membership in the Regional 911 Board will not alter any contractual rights or obligations a Member may have with a vendor.

IX. ADDITION OF MEMBERS/ DISSOLUTION OF BOARD

A. New members of the Regional 911 Board may be added by a majority vote of the current Members. New members shall pay the share of costs of the regional 9-1-1 system in an amount to be determined by the Board. Such proportional cost may include an adjustment to compensate existing and former Members for previous costs paid. This Agreement may be amended to add Members as the need arises.

B. This Agreement may be terminated and the Regional 911 Board may be dissolved by a majority vote of its Members.

X. NOTICE

A. Any notice to be given under this Agreement will be deemed given on the date of personal delivery or upon the date of mailing if mailed by certified mail, return receipt requested, with proper postage thereon, to a Member at the address indicated below the signature of each Member and to the Board at the following address:

REGIONAL 911 BOARD
c/o INCOG
2 W. 2nd Suite 800
TULSA, OK 74103

B. The authorized notice address for the Board or a Member may be changed by giving written notice to the Board and all Members.

XI. ADDITIONAL TERMS

This Agreement may be executed in parts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Upon execution of the parts, duplicate signature pages shall be sent to INCOG. INCOG shall compile the original, forward it to the Attorney General's office for approval and distribute fully executed copies to each Member.

Name of Jurisdiction: _____

APPROVED this ____ day of _____, 2018.

(title) _____

APPROVED AS TO FORM:



ASSISTANT CITY ATTORNEY

ATTEST

Secretary
(seal)

Contact Person and Address for
Notices required under this Agreement

(person)

(address)
