

REQUEST FOR LEGAL SERVICES

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All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 10/09/2024 Department: District 2

State the nature of the legal request: _____

DA Review as to legality and form: ACOG Ratification of Amendments to the 1983 Amended Agreement creating ACOG

RECEIVED

OCT 09 2024

**CIVIL DIVISION
DISTRICT ATTORNEY**

Jessica Clayton, Chief Deputy D2

County Officer or Department Director

Reply of District Attorney's Office: _____

Reviewed

Date of Reply: 10/10/24

[Signature]
Assistant District Attorney

ATTACHMENT TO RESOLUTION

1983 AMENDED AGREEMENT CREATING THE
ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS
WITH RECOMMENDED AMENDMENTS

REVISED DRAFT

**ASSOCIATION OF
CENTRAL OKLAHOMA GOVERNMENTS
(ACOG)
AGREEMENT**

AMENDED - _____, 2024

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AMENDMENT

~~SECTION I – Duration of Agreement~~

~~(A) The duration of this agreement shall be extended five (5) years from March 31, 1983, as adopted by the Board of Directors on that date.~~

~~Amendment adopted March 31, 1983.~~

**AMENDED AGREEMENT CREATING THE
ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS**

PREAMBLE

WHEREAS the 30th Oklahoma Legislature enacted Title 74, O.S. (1971) § 1001 - 1008a permitting public agencies to enter into agreements with one another for joint or cooperative action pursuant to the provisions of said act; and

WHEREAS, pursuant thereto, it is the purpose and desire of the undersigned public agencies to create a Council of Governments to enable said public agencies to more efficiently use their powers by cooperating with each other on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to a form that will accord best with geographic, economic, population, and other factors influencing the needs and development of said public agencies.

NOW, THEREFORE, the Association of Central Oklahoma Governments is hereby created by agreement of the parties hereto, under the authority of Title 74, O.S. (1971) § 1001 - 1008a, in accordance with the following provisions:

The Agreement ~~For The Organization~~ for the organization of Association of Central Oklahoma Governments, dated June 26, 1966, is hereby amended in its entirety to read as hereinafter provided.

SECTION I

Duration of the Agreement and Organization Created Thereby

- (A) The duration of ~~this the~~ Agreement ~~shall be and~~ organization per a 1973 amendment was set for five (5) years from the effective date of approval by the appropriate ~~approving officials.~~ governing body making a recommendation of either continuing or ceasing the created organization. In 1983 the Board of Directors amended the Agreement to extend it and the organization another five (5) years from March 31, 1983. Hereafter, as amended, the term of the organization shall be from year to year without the necessity of a formal renewal by the Board of Directors, thereby making the duration of the amended Agreement perpetual.
- (B) The Board of Directors created pursuant to this Agreement shall review the Agreement and the ~~entity organization~~ created ~~annually and make recommendations therefor. The same procedure concerning annual review by the Board of Directors shall be applied to the entity created at the end of the entity's fifth (5th) year of existence and recommend continuing or ceasing~~ at its own discretion and recommend amendments to the membership for ratification, when deemed necessary.
- (C) There is hereby created a third entity (~~organization~~) which shall be separate and apart from the signatory members hereto and shall owe its legal existence to this Agreement. Said entity shall be known as "Association of Central Oklahoma Governments," herein referred to as ACOG, and shall be a separate legal entity for the purposes that are set forth in this Agreement.
- (D) ACOG is a voluntary association with membership open to all units of general local government within the delineated Sub-State Planning Region 8, as established pursuant to Governor's Executive Order of May 21, 1971. ~~Local governments outside of the Sub-State Planning Region 8 that share a mutual boundary with the region may become members of ACOG with the approval of the Board of Directors (refer to membership process below).~~
- (E) ACOG Membership:
- (a) Units of local government may join ACOG by passage of an ordinance, resolution or otherwise, pursuant to law of the governing body of the unit of local government seeking membership and signing of this Agreement. Units of local Government joining ACOG shall be designated as "members."

The various attributes of membership concerning voting, dues and the like are detailed in Sections I and IV of this Agreement. Each respective local unit of government in the ACOG region and adjacent thereto, if approved by the Board, shall select its voting member to the association. They shall select ~~not more than two (2) alternate members~~ at least one (1) alternate member by the same process. ~~Either of The~~ alternate members may serve in the absence of the regular selected representative and have all the voting privileges and rights of the regular selected representative and such representative shall be a member of the governing Board of Directors.

Such appointment shall be in writing and shall specify the power or powers delegated thereto and shall be filed with the ACOG Board of Directors, duly signed by the appointing authority. Provided, however, such alternates shall be elected officials from the appropriate local unit of government or public agency.

(b) Board of Directors of ACOG, Creation and Selection:

There is hereby created a Board of Directors of ACOG which shall serve as the governing body of ACOG. Each ~~individual member~~ on the Board of Directors shall be designated as a "Director" and as such, shall have all the attributes of a Director as so stated in Article IV of this agreement.

The Board of Directors shall be selected as follows:

- (1) The Governing Board of each county that is a member of ACOG shall select one (1) member from the Board of County Commissioners who shall be designated as a Director.
- (2) The Governing Board of each member unit of local Government shall select one (1) member from ~~such the~~ respective Governing Board who shall be designated as a Director.

(c) Associate Membership:

All other entities that fall outside of the category of units of local government but are within the definition of Public Agency as defined by the Interlocal Cooperation Act, Title 74 O.S. (1971) § 1001 - 1008a, shall be eligible for "Associate Membership" status in ACOG.

Those entities seeking membership in the Associate Member category shall pay a nominal membership fee, as established by the Board of Directors of ACOG, prior to being allotted membership in ACOG, Annual assessments shall be provided for as determined by the Board of Directors.

(d) Weighted Vote of Board of Directors:

Each Director representing a county member shall have two (2) votes for purposes of weighted voting.

Except as provided above, each Director shall have a weighted vote in accordance with the following schedule:

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

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

SECTION II

Functions and Purposes of ACOG

- (A) The Association of Central Oklahoma Governments is organized as a forum for full and open discussion, study, and resolution of area wide problems of mutual interest and concern to its participating members.
- (B) The paramount function of the Association of Central Oklahoma Governments is to promote and enhance the cooperative identification of common issues, differences, and problems ~~in the physical~~ of the member governments, while targeting economic, social, and fiscal well-being of the region, its citizens, and business enterprises, and the coordinated resolution and implementation of policy matters and programs of action for the mutual interest of all.
- (C) To the maximum extent feasible, in carrying out the functions of ACOG, utilization of member staff resources is encouraged ~~in order~~ to minimize the duplication of effort, minimize costs, and draw upon the experience and expertise of members ~~in order~~ to promote and strengthen local capability to develop area wide cooperation and continuity.

- (D) The identification and determination of locally perceived issues, problems, and priorities requiring concerted coordinated action of a multi-jurisdictional nature.
- (E) The development and implementation of area wide goals, policies, and programs which provide for and enhance the individual and collective planning and development programs of member entities and the ACOG area.
- (F) To assist member entities with direct professional and technical services when requested and authorized, when such activities are compatible with ACOG's adopted work program and adequate resources are available.
- (G) To function as an Area Wide Coordinating Organization and as a regional clearinghouse for Federal or State Funds or Projects that are required by State or Federal Law or regulations to proceed through some formal review by an organization like ACOG and by virtue of initial certification and maintenance of a continuing, viable program of necessary area wide coordinating activities.
- (H) To perform any such other functions as the Board of Directors shall deem appropriate for ACOG. This shall include action by the Board of Directors on behalf of all or part of the membership to negotiate and consummate contractual agreements of mutual interest to concerned federal, state, and local governments.
- (I) To permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.
- (J) To provide a practical and organized means by which the public agencies within the ACOG area may cooperate and coordinate their activities as set forth herein to achieve maximum benefits and results.
- (K) To provide means and services for coordinating the individual and intergovernmental activities of and within the public agencies for the betterment of the ACOG area.

- (L) As approved by the Board of Directors, ~~and in coordination with the Oklahoma State Planning Agency,~~ to prepare and develop an overall area wide comprehensive development program, and revisions and updating thereof, for long range growth, which programs include, but are not limited to, adequate land use, housing, open space, public utilities, transportation, and economic planning, and contain a specific programs for district cooperation, self-help initiatives, and the strategic investment of public resources, both financial and human.
- (M) To coordinate a program for planning and development ~~in order~~ to improve the physical, economic, social, and environmental conditions in the region.
- (N) To carry out such research, planning, and advisory functions as are required by the Board of Directors.
- (O) To render such non-financial assistance to its member governmental units as is within the scope and range of its activities and purposes.
- (P) To facilitate cooperation and coordination of activities with Federal and State Agencies, as well as Regional Partners, having responsibility for planning and developing natural, human, and physical resources of the region, as well as planning, legislative, or executive authorities of neighboring states, regions, counties, or municipalities.

SECTION III Board of Directors

The Board of Directors shall be the governing board of ACOG. A quorum as per Section IV (D) of the Board of Directors shall be solely responsible for the specific policies of ACOG, and for the administration of all its funds. It shall have the power to administer all funds and property of ACOG as it deems necessary or appropriate. The Board of Directors of ACOG shall have the power to promulgate and adopt any such Bylaws as deemed appropriate. It shall have the sole power to employ the Executive Director. ~~The Board shall have the authority to rent office space and/or purchase real property for ACOG staff operations,~~ and purchase such services, equipment and/or supplies as may be deemed necessary to conduct the business of ACOG in accordance with the organization's adopted Procurement Policy.

SECTION IV
Financing of the ~~Entity Created~~ Organization

The financing of the joint undertaking contemplated by this Agreement and the organization created thereby shall be accomplished in the following manner:

- (A) The financing of the ACOG basic assessment shall be in direct proportion to the total weighted vote of each Director on the Board of Directors, in accordance with Section I. Assessments for other activities shall be determined by the Board of Directors.
- (B) All financing shall be as follows: The budget shall include the required amount of funds needed to operate ACOG for one (1) fiscal year. This amount shall be financed as provided above.
- (C) ~~In April of~~ each year prior to budget and assessment schedule recommendations ~~in May~~, the ACOG staff will submit to the Board of Directors for its adoption, an estimate of population of Sub-State Planning Region 8 and the members of ACOG therein ~~and members adjacent to the region~~, which shall serve, when adopted, as the determination of population for representation and assessment purposes. The ~~larger-most recent~~ numerical population ~~reflected by either the Oklahoma Employment Security Commission's most recent final population projects, or the estimates~~ provided by the U.S. Bureau of the Census Special Count population statistics for each ACOG member shall be used by the ACOG staff in submitting population estimates for adoption. Any change in the weighted vote provisions of Section I (E) (d) hereof necessitated by the above provisions pertaining to population counts shall become effective on the immediately following July 1 of the ~~then~~ current year.
- (D) Directors representing ~~in excess of 50% a majority (more than 50 percent)~~ of the total weighted vote of the Board of Directors shall constitute a ~~meeting of the Board of Directors requiring compliance with the Oklahoma Open Meeting Act~~. Directors representing a majority of the total weighted votes of the Board of Directors and representing a minimum of six (6) member entities present shall constitute a quorum ~~necessary~~ for ~~the~~ transaction of business. ~~A quorum shall consist of twelve (12) entities present.~~
- (E) In transacting the business of the Board of Directors, all questions must receive a minimum vote ~~in excess of 50% of more than 50 percent~~ of the total weighted vote representing six (6) entities or more of the Board of Directors to pass.

- (F) All official votes cast in the conduct of the business of the Board of Directors shall be subject to roll call vote on [the](#) request of any Director.
- (G) The Board of Directors shall elect a [Chairman, Vice-Chairman](#) and ~~Secretary-Treasurer~~ [Secretary/Treasurer](#). The officers of the Board of Directors shall be elected at the regular May meeting [of](#) each year. Such officers shall hold office for one-year terms, or until their successors shall be elected and qualified. No officer may succeed himself/[herself](#) in more than one consecutive term.
- (H) The Board ~~of Directors may hold its meetings and keep the books of the Board at such place as it may from time to time determine.~~ shall delegate to [ACOG](#) the responsibility of keeping correct and complete books and records of accounts, and meeting minutes of the Board of Directors at the principal office of the organization.
- (I) The Board of Directors shall ~~appoint, fix salary of and remove the~~ employ an Executive Director [to direct report to the Board of Directors, who shall serve at the pleasure of the Board. The Executive Director's compensation shall be approved by the Board of Directors.](#)
- (J) The Board of Directors shall ~~have sole authority to initiate and review all planning activities, grants and contracts, and shall adopt or approve any study or plans.~~ be responsible for the review, approval, and adoption of regional plans, programs, and initiatives, and of all [ACOG](#) policy documents, including but not limited to an annual budget and work plan, strategic/implementation plans, annual work programs, annual independent audit, and personnel policies.
- (K) The Board may establish standing and ad hoc policy and administrative, management, and technical advisory committees as it deems necessary and helpful to the exercise of its responsibilities under this Agreement. [These committees shall include but are not limited to the Executive Committee, Nomination Committee, Budget Committee, Building Review Committee, and the Agreement & Bylaws Committee.](#)
- (L) The Board may [also create and](#) appoint ~~sub-committees from the~~ Directors to [sub-committees](#).
- (M) Should a vacancy occur in the members of the Board of Directors, a successor shall be selected by the original appointing authority or authorities.

- (N) All Directors of the Board of Directors shall serve without compensation, but may be reimbursed for actual expenses incurred in the performance of their official duties upon the approval of such expenses by the Board of Directors.
- (O) The Board of Directors, solely, is through ACOG empowered to receive and expend all grants, gifts, and bequests, specifically including Federal and State funds and other funds available for the purposes for which this organization exists, and to contract with the United States, State of Oklahoma, and all other legal entities with respect thereto.
- (P) Dues are assessed and payable July 1 each year. Voting privileges are forfeited upon non-payment of dues within 120 days of July 1.

SECTION V Meetings of the Board of Directors

- (A) The Board of Directors shall meet monthly, except for the month of July. Written notice of ~~such meetings and the business to be transacted thereat shall be served upon or mailed to each member of the Board at least seven (7) days prior to the meeting.~~ 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 Chair~~man~~person ~~upon three (3) days notice to each Board member, either by special delivery mail or by telegram.~~ 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 Chair~~man~~person ~~in a like manner and on like notice upon the written request upon~~ written demand of five (5) Board members. ~~The notice of all special meetings of the Board shall include a written statement of the purposes of the special meeting and business of such meeting shall be restricted thereto.~~ 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 of Directors of ACOG ~~will be held under the guidance of and pursuant to the public meeting laws of the State of Oklahoma.~~ shall be conducted in compliance with applicable State Law.

SECTION VI

Notices

Whenever any notice is required to be given under the provisions of the Agreement to any member, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

SECTION VII

Executive Director

The Executive Director shall be the Chief Administrative Officer of ACOG. The powers and duties of the Executive ~~Officer~~ Director are:

- (A) To appoint, supervise, and remove all employees of ACOG.
- (B) Annually to prepare and present a proposed budget and work plan to the Board of Directors and to administer an approved budget and work plan, subject to dictates and powers of the Board of Directors thereof.
- (C) Authorized to sign and execute contracts on behalf of ACOG in accordance with the adopted Procurement Policy.
- (D) Acts for and represents the Board of Directors in all ACOG public engagements and media requests, and shall direct day-to-day operations for the agency.
- (E) To perform such other additional duties as the Board of Directors may require.

SECTION VIII

Amendment of Agreement

This Agreement may be altered, amended, or otherwise modified ~~pursuant to a majority~~ upon a vote representing more than 50 percent of the total weighted vote of a quorum of the Board of Directors representing a minimum of six (6) entities or more present, at any meeting, provided that such amendment, alteration, or modification shall have to be ratified by a majority of the members governments, and approved by the Attorney General prior to it becoming effective.

SECTION IX

Dissolution

- (A) Dissolution of ~~the~~ ACOG shall be affected upon a vote representing ~~in excess of 50% more than 50 percent~~ of the total weighted vote of a quorum of the Board of Directors representing a minimum of six (6) entities or more present, provided that such action shall be ratified by a majority of the member governments and approved by the Attorney General prior to becoming effective.
- (B) Upon dissolution or final liquidation of the ACOG, after discharge or satisfaction of all outstanding obligations and liabilities, the remaining assets, if any, of ACOG shall be distributed to the members in the same proportion to which each member contributed to in the form of dues, assessments to the overall cost of the operations of the ACOG during the fiscal year of such dissolution or final liquidation.

SECTION X

Withdrawal of Membership

Any member may withdraw from the Association by passage of a resolution of its elected governing body terminating its membership under the interlocal agreement establishing ACOG.

SECTION XI

Effective Date

This Agreement shall become effective and final upon approval of the Attorney General of Oklahoma, and other appropriate officials with statutory or constitutional powers over this Agreement, and shall remain in full force and effect until the organization is dissolved under the provisions of Section IX or terminated as herein provided.

SECTION XII

Execution

This Agreement may be executed in multiple counterparts by each unit of local government party hereto, and each such copy shall be executed by the chief elected executive officer of each such member unit of local government, attested and sealed by the clerk thereof, pursuant to the proper adoption and execution of a Resolution of the governing board of the respective units of local government, to which a copy of this Agreement is affixed and of

which it forms a part, and all such multiple counterparts shall together be considered as one and the same Agreement.

RESOLUTION

A RESOLUTION OF THE COUNCIL/TRUSTEES/COMMISSIONERS OF THE
CITY/TOWN/COUNTY OF _____

FOR APPROVAL OF MAY 30, 2024 AMENDMENTS TO THE 1983
AMENDED AGREEMENT CREATING THE ASSOCIATION OF
CENTRAL OKLAHOMA GOVERNMENTS

WHEREAS, The 1983 AMENDED AGREEMENT CREATING THE ASSOCIATION OF
CENTRAL OKLAHOMA GOVERNMENTS (hereinafter called "Agreement") may be altered, amended, or
otherwise modified upon a vote representing more than 50 percent of the total weighted vote of a
quorum of the Board of Directors representing a minimum of six (6) entities or more present, at any
meeting, provided that such amendment, alteration, or modification shall have to be ratified by a majority
of the member governments, and approved by the Attorney General prior to it becoming effective.

WHEREAS, The Agreement with Recommended Amendments, as detailed in the attachment, were
approved by the ACOG Board of Directors on May 30, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Council/Trustee/Commissioners of the
City/Town/County of _____ that it does hereby approve
this _____ day of _____ 2024, the Agreement, with said Recommended Amendments
being approved by the ACOG Board of Directors on May 30, 2024.

Mayor/Chairman

ATTEST:

City/Town/County Clerk