

The City of Muskogee encourages participation from all its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting and necessary accommodations will be made (ADA 28 CFR/36).

(Public Comment during Public Hearing or Agenda item comment)

Council Rules of Decorum limit citizen comments on agenda items and public hearings to five (5) minutes and general comments for non-agenda items to three (3) minutes. Any person desiring to address the Committee during such period is required to sign in with the City Clerk prior to the meeting between 3:30 p.m. and 3:45 p.m. on the third floor of City Hall or anytime between 8:00 a.m. and 5:00 p.m. in the Office of the City Clerk. They shall provide their name, address and specify the agenda item they wish to address. Remarks shall be directed to the matter being considered and the speaker is allowed to speak only one time. If written materials are to be submitted twelve (12) copies should be made available, and may not be returned.

Agenda
Public Works Committee
October 17, 2017
4:00 P.M. - City Council Chambers

1. Consider approval of Public Works Committee minutes of October 3, 2017.
2. Consider approval of a Mutual Police Assistance Agreement between the Jack C. Montgomery Veteran Affairs Medical Center/The United States Department of Veterans Affairs and the City of Muskogee, or take other necessary action. (Rex Eskridge)
3. Consider approval of an Intergovernmental Cross-Deputization Agreement between the United States, The Muskogee (Creek) Nation, and Political Subdivisions of the State of Oklahoma and the City of Muskogee Police Department, or take other necessary action. (Rex Eskridge)
4. Consider approval of the appointment of E. Cedric Johnson to serve a five (5) year term on the Martin Luther King Jr. Community Center Trust Authority, beginning November 1, 2017, and ending July 31, 2022, replacing David Ragsdale, or take other necessary action. (Councilmember James Gulley)
5. Consider approval of Resolution No. 2707 giving notice to the Secretary of the Muskogee County Election Board and calling a City General Election for Tuesday, the 13th of February, 2018, and a Run-Off Election in the event respective candidates for the offices of Mayor and Council members do not receive a majority vote, with said Run-Off Election to be held for Tuesday, the 3rd of April, 2018; Establishing filing, withdrawal and contest periods; Closing the 45th and 40th voting precincts; and Establishing all the same pursuant to the Charter of the City of Muskogee and the revised State election laws, or take other necessary action. (Roy D. Tucker)

RECOGNIZE CITIZENS WISHING TO SPEAK TO CHAIRMAN AND COMMITTEE MEMBERS.

Council Rules of Decorum limit citizen comments to three (3) minutes. Any person desiring to speak is required to sign-in with the City Clerk, provide their name, address, and the particular issue they wish to address. Under Oklahoma law, the Committee Members are prohibited from discussing or taking any action on items not on today's agenda. If written materials are to be submitted to the Committee twelve (12) copies should be made available, and may not be returned.

Public Works Committee

1.

Meeting Date: 10/17/2017
Initiator: Ashley Wallace, Office Adm 1
Department: City Clerk
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of Public Works Committee minutes of October 3, 2017.

BACKGROUND:

RECOMMENDED ACTION:

Fiscal Impact

Attachments

10-03-2017 pwmin

MINUTES
PUBLIC WORKS COMMITTEE
October 3, 2017

The Public Works Committee of the City of Muskogee, Oklahoma, met at 4:00 p.m. on Tuesday, October 3, 2017 in Council Chambers, Third Floor, Municipal Building, with the following in attendance:

Present: Mayor John R. Coburn; Deputy Mayor James Gulley; Committee Member Janey Boydston; Committee Member Patrick Cale; Committee Member Marlon Coleman; Committee Member Dan Hall; Committee Member Wayne Johnson; Committee Member Derrick Reed; Committee Member Ivory Vann

Staff Present: Mike Miller, City Manager; Mike Stewart, Asst City Manager; Roy Tucker, City Attorney; Tammy L. Tracy, City Clerk; Gary Garvin, City Planner; Greg Riley, Public Works Director; Matthew Beese, Assistant City Attorney; Mark Wilkerson, Parks & Recreation Director; Michael O'Dell, Fire Chief; Kelly Plunkett, Human Resources Director; Rex Eskridge, Police Chief; Robert Swepston, Fleet Manager; Chris Cummings, IT Director; Rick Ewing, Assistant Director, Parks

1. Consider approval of Public Works Committee minutes of September 19, 2017.

Motion was made by Committee Member Dan Hall, seconded by Committee Member Janey Boydston to approve Public Works Committee minutes of September 19, 2017.

AYE: Mayor John R. Coburn, Deputy Mayor James Gulley, Committee Member Janey Boydston, Committee Member Patrick Cale, Committee Member Marlon Coleman, Committee Member Dan Hall, Committee Member Wayne Johnson, Committee Member Derrick Reed, Committee Member Ivory Vann

Carried - Unanimously

2. Consider approval of Ordinance No. 4028-A of the City of Muskogee Chapter 34, Court; Article II, Procedure; Section 34-56, amending assessment on traffic offenses; providing for repealer, severability and setting an effective date, or take other necessary action. (Rex Eskridge)

Police Chief Rex Eskridge stated the amendment will increase the separate penalty assessment on traffic related offenses, excluding parking and standing violations from the current \$15.00 to \$50.00. All monies collected by the Court pursuant to this section will still be deposited in a special fund. That fund name will change from "Patrol Vehicle Fund" to "Police Equipment Fund." This will be created for the sole purpose of providing an additional revenue source for purchasing and maintaining vehicles used by City law enforcement, as well as, purchasing and replacing technological or specialized equipment to enhance the delivery of police services to our community.

Motion was made by Committee Member Dan Hall, seconded by Committee Member Patrick Cale to approve Ordinance No. 4028-A of the City of Muskogee Chapter 34, Court; Article II, Procedure; Section 34-56, amending assessment on traffic offenses; providing for repealer, severability and setting an effective date.

AYE: Mayor John R. Coburn, Deputy Mayor James Gulley, Committee Member Janey Boydston, Committee Member Patrick Cale, Committee Member Marlon Coleman, Committee Member Dan Hall, Committee Member Wayne Johnson, Committee Member Derrick Reed, Committee Member Ivory Vann

Carried - Unanimously

3. Consider approval of Resolution No. 2706 of the City of Muskogee providing that all fees, charges, and rates as set out in Appendix A of the Muskogee City Code have been reviewed and submitted to City Council for adjustment and adoption as set out in Exhibit A and setting an effective date, or take other necessary action. (Mike Stewart)

Assistant City Manager Mike Stewart stated during the budget process for FY 2017/2018, City Budget Staff identified the need to review the rates changed by the City as set out in Appendix A of the City Code. At the May 2017 Council Retreat, this issue was addressed and the decision was made to have Staff further research Appendix A. Staff reviewed and considered modifications of all fees and charges outlined in Schedule A. A significant number of fees are recommended to be revised.

Committee Member Patrick Cale stated he would like to thank Staff for all of their hard work and effort. He likes the idea of "pay for your services" and it pleases him to see fairness in what the City is doing.

Committee Member Wayne Johnson stated he appreciates the leadership and teamwork and was blown away by the packet that was provided by Staff at the Council Retreat.

Committee Member Ivory Vann asked Assistant City Manager Mike Stewart how much the honorary street signs cost.

Assistant City Manager Mike Stewart stated the signs are \$125.00 each.

Motion was made by Committee Member Dan Hall, seconded by Mayor John R. Coburn to approve Resolution No. 2706 of the City of Muskogee providing that all fees, charges, and rates as set out in Appendix A of the Muskogee City Code have been reviewed and submitted to City Council for adjustment and adoption as set out in Exhibit A and setting an effective date.

AYE: Mayor John R. Coburn, Deputy Mayor James Gulley, Committee Member Janey Boydston, Committee Member Patrick Cale, Committee Member Dan Hall, Committee Member Wayne Johnson, Committee Member Derrick Reed, Committee Member Ivory Vann

NAY: Committee Member Marlon Coleman

Carried

4. Consider approval of an amended Affirmative Action Plan of the City of Muskogee, Oklahoma, for fiscal year 2017-2018, Council Policy 3-1-1, or take other necessary action. (Kelly Plunkett)

Human Resources Director Kelly Plunkett stated the last revision of the Affirmative Action Plan was approved in July 2016. Included in this revised policy are updates to all statistical

information, and replacement of Committee Members for policy updates and review of discrimination claims, if the need were to arise.

The purpose of the Affirmative Action Plan is to identify organizational components and job categories within the City of Muskogee's workforce in which minorities and women are not represented in proportion to their availability in the labor force, and to devise and implement strategies to achieve equitable representation. Strategies have been developed over the last few years, and continued to be modified, as the need arises for hiring qualified minority candidates.

Committee Member Ivory Vann asked Ms. Plunkett if she or a team goes out within the community to get advice from different members about the diversity.

Ms. Plunkett stated there is Police Department recruiting and also a Committee that was established. The Committee meets to discuss and make decisions regarding any EEO concerns. The Police Department is the only board that was set up to handle the recruiting.

Committee Member Marlon Coleman stated the Police Department is a very diverse Committee and makes sure they do everything they can to recruit the broadest spectrum.

Motion was made by Mayor John R. Coburn, seconded by Committee Member Wayne Johnson to approve an amended Affirmative Action Plan of the City of Muskogee, Oklahoma, for fiscal year 2017-2018, Council Policy 3-1-1.

AYE: Mayor John R. Coburn, Deputy Mayor James Gulley, Committee Member Janey Boydston, Committee Member Patrick Cale, Committee Member Marlon Coleman, Committee Member Dan Hall, Committee Member Wayne Johnson, Committee Member Derrick Reed, Committee Member Ivory Vann

Carried - Unanimously

5. Consider approval of accepting the proposal from New Gen Strategies & Solutions for consulting services to conduct a fully automated solid waste collection study and authorize the City Manager to negotiate and execute a contract for the same, or take other necessary action. (Greg Riley)

Public Works Director Greg Riley stated during the 2017/2018 budget process, funding was set aside to conduct a Fully Automated Solid Waste Collection Conversion study. The City sent a request for qualifications for a Fully Automated Solid Waste Collection study. The RFQ's were received August 25, 2017. Two (2) proposals were received in total:

- NewGen Strategies & Solutions
- SCS Engineers

A Committee was established to include major coordinators and encompass a wide variety of departments. The Committee was comprised of the Director of Public Works (Greg Riley), Assistant Director of Public Works-Operations (Jim Wixom), Assistant City Manager (Mike Stewart), Safety Manager (Dakota Jones), Solid Waste Supervisor (Clyde Brown) and Senior Financial Analyst (Marcie Gilliam).

After receipt of the two (2) proposals, the Committee met with each consultant and discussed

their qualifications for the project. Including similar projects completed and overall capabilities to complete the work.

The evaluation criteria used to score the proposals and the average of the scores are tallied as follows:

<u>Criteria</u>	<u>Max Points=100</u>	SCS	NewGen
Strategies & Solutions			
Oral Interview		36	39
Firm or Individual Experience		12	13
Qualifications of Key Personnel		18	22
<u>Overall Quality of Qualification</u>		12	14
Total		78	88

Based on the review and score of the proposals, the Committee voted to recommend NewGen Strategies & Solutions as the selected Consultant for a Fully Automated Solid Waste conversion study.

The study will include the study of residential collection, commercial collection, and cost of service. Once this phase of the study is complete and decisions are made by Council on recommended actions, the next study phase will include the selection of the type and size of trucks to use and the routing of the trucks.

All aspects of our solid waste collection process will be studied and recommendations will be made for improvements and the conversion to fully automated. This includes personnel, trucks, types of collections, days of collections, routing, landfill use, and improvements to the functionality of all aspects of our collection. The option of Compressed Natural Gas trucks will also be part of the study.

Approval of this ordinance will allow the City Manager to negotiate and execute a contract with NewGen Strategies and Solutions. This study was budgeted in the 2017/2018 Budget.

Committee Member Patrick Cale stated he has lived in a community that utilized the tools in trash collection that Mr. Riley is talking about and he thought it worked just fine. Mr. Cale wanted to know if the City has reached out to communities that have switched over to the automatic pick up stations.

City Manager Mike Miller stated there are not many cities that have switched over and are reverting back to the old system or regretted their decision.

Public Works Director Greg Riley stated yes, the City and the consultants that were hired for this project have spoke to several communities that are currently using the automated trash service.

Deputy Mayor James Gulley stated the City has tried this once before and it did not work. He would like more time to review and know why this did not work in the past.

Assistant City Manager Mike Stewart stated when the City tested this system over ten (10) years ago, one (1) truck was purchased and used for five (5) to six (6) years to see what was needed to move forward and become fully automated. The truck had the force to do the

work, but was too big and it was hard to maneuver in small spaces. He feels using the new system is the right way to go.

Committee Member Dan Hall stated he would like to know what information City will obtain from this study.

Public Works Director Greg Riley stated the initial phase is a financial study and will provide the City with the cost of service. The next two phases will consist of purchasing the second round of trucks and routing.

Committee Member Dan Hall stated he is concerned because he knows if the City becomes fully automated, this will eliminate employment for half of the sanitation department because there will only be one (1) person needed to operate the truck.

Deputy Mayor James Gulley stated he feels it is important to have a study because the trash trucks will be an expensive purchase.

City Manager Mike Miller stated the proposal is to negotiate and execute. Whatever conclusion the City comes to, the study will provide good information allowing them to make their final decision.

Committee Member Wayne Johnson stated his understanding is this study was a budgeted item. Sanitation has one of the City's highest worker's compensation claims and highest loss areas with employees. He thinks it would be good to look at options and how to move the community forward. He feels this is a good study to do before making a large purchase for a trash truck.

Committee Member Ivory Vann stated he is curious as to what will happen to the sanitation employees if this takes place.

City Manager Mike Miller stated this is the hardest job to fill at the City of Muskogee. He admires the men who do this job and the many who have done this for a long time. If a change is made, it would be to improve the working conditions.

Committee Member Patrick Cale asked if this is a position that is a high entry risk position.

Mr. Miller stated yes, this is the position with the highest number of worker's compensation claims.

Motion was made by Mayor John R. Coburn, seconded by Committee Member Wayne Johnson to approve the proposal from New Gen Strategies & Solutions for consulting services to conduct a fully automated solid waste collection study and authorize the City Manager to negotiate and execute a contract for the same.

AYE: Mayor John R. Coburn, Deputy Mayor James Gulley, Committee Member Janey Boydston, Committee Member Patrick Cale, Committee Member Marlon Coleman, Committee Member Wayne Johnson, Committee Member Ivory Vann

NAY: Committee Member Dan Hall, Committee Member Derrick Reed

Carried

RECOGNIZE CITIZENS WISHING TO SPEAK TO CHAIRMAN AND COMMITTEE MEMBERS.

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Ivory Vann, 4338 Columbus Ave, stated he feels the employees and Councilmembers should not be required to pay a fee to attend. Mr. Vann has asked people in cities all over the state and they never heard of charging employees to attend the State of the City. The Chamber of Commerce sponsors this event. The Chamber of Commerce consist of business people and he feels we do not need to have a fundraiser to support them. If the Chamber of Commerce is doing something beneficial to help feed the hungry or to raise money for a good cause, then paying a fee would be understandable.

CHAIRMAN JAMES GULLEY
PUBLIC WORKS COMMITTEE

pwwmin
TT/aw

Public Works Committee

2.

Meeting Date: 10/17/2017

Submitted For: Rex Eskridge, Police

Initiator: Chad Farmer, Deputy
Chief

Department: Police

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of a Mutual Police Assistance Agreement between the Jack C. Montgomery Veteran Affairs Medical Center/The United States Department of Veterans Affairs and the City of Muskogee, or take other necessary action. (Rex Eskridge)

BACKGROUND:

This is a Mutual Assistance Agreement the City of Muskogee and the Jack C. Montgomery Veteran Affairs Medical Center (VA). This agreement is asking for the City's support if a significant event were to occur that requires immediate additional Police response, to include the following: Officer Involved Shootings, Support of investigations both on and off property, Transportation of persons (as required), Traffic control adjacent to VA Property, Arresting on local and state warrants, Support and responsibilities in the event of VA facility emergencies. See attached Agreement for additional information.

RECOMMENDED ACTION:

Approval of a Mutual Police Assistance Agreement between the Jack C. Montgomery Veteran Affairs Medical Center/The United States Department of Veterans Affairs and the City of Muskogee. (Rex Eskridge)

Fiscal Impact

Attachments

VA Medical Police Assistance Agreement

**MUTUAL POLICE ASSISTANCE AGREEMENT BETWEEN THE CITY OF
MUSKOGEE AND THE JACK C. MONTGOMERY VETERAN AFFAIRS MEDICAL
CENTER/ THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS**

This Mutual Assistance Agreement (hereinafter "Agreement") is entered into by and between the City of Muskogee, a municipal corporation organized and existing under the laws of the State of Oklahoma (hereinafter also referred to as "City") and The Jack C. Montgomery Veteran Affairs Medical Center/Department of Veterans Affairs, (hereinafter also referred to as "VA").

WHEREAS, the Jack C. Montgomery VA Medical Center at 1011 Honor Heights Drive Muskogee, Oklahoma 74401, and two remote sites within the city limits, Jack C. Montgomery – East and Jack C. Montgomery VAMC Administrative Building, both on East Shawnee next to the Bacone College Campus, formally seek the support of the City through written agreement affirming their assistance.

WHEREAS, VA policy requires all VA Police Service entities to acquire written support from local authorities in maintenance of law and order at Veterans Affairs owned and/or operated facilities.

WHEREAS, VA Police Officers are empowered under Title 38 USC Section 901 and 902; 38 CFR 1.218(a)(b), and VA Directive 0720 to perform law enforcement functions on property in the charge and control of the Department of Veterans Affairs

WHEREAS, the primary function of VA Police Services is to provide a secure environment for patients, staff and visitors who access the facilities. This function is often completed with the aid of assistance from local law enforcement agencies.

WHEREAS, the VA is requesting the City's support if a significant event were to occur that requires additional immediate Police response, to include the following:

- Officer involved shooting.
- Support of investigations both on and off property.
- Transportation of persons (as required).
- Traffic control adjacent to VA property.
- Arresting on local or state warrants.
- Support and responsibilities in the event of VA facility emergencies.

WHEREAS, 74 Okla. Stat. § 1001 et seq. and 11 Okla. Stat. § 34-103 authorizes agreements in which each entity is securing benefits of mutual aid in the preservation of the public peace and the protection of life and property.

NOW, THEREFORE, the parties agree to the following provisions:

Term

1. This Agreement entered into by and between the City of Muskogee and the VA shall be

effective on the ____ day of _____, 20__.

2. On request to an authorized representative of the VA Police Department by an authorized representative of the Muskogee Police Department, upon approval by the authorized representative of the VA Police Department, law enforcement equipment and personnel of the VA Police Department will be dispatched to any location, as designated by the authorized representative of the Muskogee Police Department, within the area for which the Muskogee Police Department normally provides Police protection services.
3. On request to an authorized representative of the Muskogee Police Department, by an authorized representative of the VA Police Department, upon approval by the authorized representative of the Muskogee Police Department, law enforcement equipment and personnel of the Muskogee Police Department will be dispatched to any location, as designated by the authorized representative of the VA Police Department, within the area for which the VA Police Department normally provides Police protection services.
4. Any dispatch of equipment and personnel pursuant to the Agreement is subject to the following conditions:
 - A. The responding party's ability to provide available personnel and equipment to the requesting party.
 - B. Any request for aid hereunder shall include a minimum of a verbal statement of the amount and type of equipment and personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched, the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding organization.
 - C. The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment was dispatched.
 - D. The responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides police protection, as determined by the authorized representative of the responding organization.
 - E. All equipment used by the Muskogee Police Department and VA Police Department in carrying out this Agreement will, at all times, be owned by or under the jurisdiction of the Muskogee Police Department and the VA Police Department respectively; and all personnel acting for the Muskogee Police Department and the VA Police Department under this Agreement will, at the time of such action, be an employee or reserve member of their respective Police Department. All Police Officers, fully paid or Reserve member, of their respective Police Department and the VA Police Department under this Agreement will, at the time of such action, be an employee or Reserve Officer of their respective

Police Department. All Police Officers, fully paid or Reserve, responding to the request for mutual assistance performing typical law enforcement activities, such as preserving the public peace, protecting life and property, preventing crime, serving warrants and enforcing applicable laws as assigned by the requesting agency as provided in herein shall be considered as serving in their regular line of duty as if they were serving within their home jurisdiction, subject to the same policies and procedures thereof; but said Police Officers whether fully paid or Reserve shall receive no additional compensation.

Training

5. The parties hereto agree to the extent feasibly possible to train to provide a better coordinated response to law enforcement situations where the parties will be jointly responding to learn the other party's capabilities. If joint training is determined feasible each party to this agreement is responsible for the cost of the training for their individual members including but not limited to compensation, cost of training materials, use of equipment and or the wear and tear on equipment and supplies.

Termination

6. This Agreement may be terminated at any time by either party without cause upon tendering in writing, notice of such termination thirty (30) days prior to the effective date of such termination.

No Third Party Beneficiaries

7. It is not the intent of this Mutual Assistance Agreement to create any rights in any third parties.

Authorized Representative

8. The chief law enforcement officer of each entity shall be an authorized representative of said Department and may designate such subordinates within the Department, as deemed necessary, to act as an authorized representative in the Chief's absence. Each Chief shall provide the counterpart with a list of authorized representative and phone numbers for contact purposes.

Non assignable

9. This agreement is not assignable.

Amendments

10. This Agreement may not be amended except by express written agreement of all parties hereto.

Interpretation

11. When any word in this Agreement is used in the singular number, it shall include the plural, and the plural, the singular, except where a contrary intention plainly appears. When any word in this Agreement is used in the masculine, it shall include the feminine, and feminine, the masculine, except where a contrary intention plainly appears.

Preservation of Defenses and Right

12. Neither party hereto waives any defenses or rights available pursuant to the Governmental Tort Claims Act at 51 O.S. § 151 et. seq., the Federal Tort Claims Act, common law, statutes, or constitutions of the United States or the State of Oklahoma by entering into this agreement.

Whole Agreement

13. It is mutually understood and agreed by the parties hereto that this Agreement contains all of the covenants, stipulations and provision agreed upon by said parties and no agent or other party to this Agreement has authority to alter or change the terms hereof, except as provided herein, and no party is or shall be bound by any statement or representation not in conformity herewith.

Renewal

14. This Agreement shall be automatically renewed under the same terms and conditions from year to year following the expiration of the initial term unless terminated pursuant to Paragraph 6 hereof.

IN WITNESS WHEREOF, the parties have signed this agreement on the year and date first above written.

CITY OF MUSKOGEE, OKLAHOMA,
A Municipal Corporation

By: _____

JOHN ROBERT COBURN, MAYOR

ATTEST:

TAMMY TRACY, CITY CLERK

Approved as to form and legality this 4 day of October, 2017

 _____

ROY D. TUCKER, City Attorney

DEPARTMENT OF VETERANS AFFAIRS

By:

(name and title)

ATTEST:

(name and title)

APPROVED as to form and legality this ____ day of _____, 20__.

Public Works Committee

3.

Meeting Date: 10/17/2017

Submitted For: Rex Eskridge, Police

Initiator: Chad Farmer, Deputy Chief

Department: Police

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of an Intergovernmental Cross-Deputization Agreement between the United States, The Muscogee (Creek) Nation, and Political Subdivisions of the State of Oklahoma and the City of Muskogee Police Department, or take other necessary action. (Rex Eskridge)

BACKGROUND:

The purpose of this Intergovernmental Cross-Deputization Agreement between the Creek Nation and the City of Muskogee Police Department is to

(1.) Provide for the cross-deputization of Officers employed by the various governmental agencies which are or shall become parties hereto; and

(2.) Authorize commissioned Officers to provide law enforcement services and make lawful arrest on or near Indian country within the geographic area of the Muscogee (Creek) Nation reservation; and

(3.) Authorize commissioned Officers to react immediately to observed violations of the law and other emergency situations regardless of whether such occurrences violate the criminal statutes of the Muscogee (Creek)

Nation, the United State, and/or the State of Oklahoma; and

(4.) Provide for efficient, effective and cooperative law enforcement efforts on or near Indian country in the geographic area of the Muscogee Nation within the State of Oklahoma; and

(5.) Eliminate the uncertainties which have caused reluctance among various law enforcement agencies to provide services on or near Indian country for fear of being subjected to tort or civil rights suits as a consequence of

the good-faith errors of Officers making arrests or quelling disturbances in Indian country; and

(6.) Provide comprehensive law enforcement protection to citizens of the State of Oklahoma and the Muscogee Nation whether they be on or off of Indian country within the geographic area of the Muscogee (Creek) Nation including but not limited to responding to observed violations of the law, effecting arrests, responding to calls for assistance, performing investigations and providing other assistance such as dispatching and detention.

See attached Agreement for further details.

RECOMMENDED ACTION:

Approve an Intergovernmental Cross-Deputization Agreement Between the United States, The Muscogee (Creek) Nation, and Political Subdivisions of the State of Oklahoma and the City of Muskogee Police Department. (Rex Eskridge)

Fiscal Impact

Cross Deputization Agreement

INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT
BETWEEN THE UNITED STATES,
THE MUSCOGEE (CREEK) NATION,
AND POLITICAL SUBDIVISIONS
OF THE STATE OF OKLAHOMA

RECITALS

WHEREAS, the United States Congress has authorized the Secretary of the Interior, acting through the Bureau of Indian Affairs, to enter into agreements with Indian tribes to aid in the enforcement or carrying out in Indian country the laws of either the United States and/or Indian tribe, pursuant to the Indian Law Enforcement Reform Act, 25 U.S.C. §§ 2801, *et seq.*, Public Law 101-379, 104 Stat. 473; and

WHEREAS, the Muscogee (Creek) Nation has enacted legislation authorizing the Nation to enter into cross-deputization agreements with federal, state and tribal governments pursuant to NCA 92-15 § 108; and

WHEREAS, the Legislature of the State of Oklahoma has authorized the State and its political subdivisions to enter into cooperative agreements with the State and its political subdivisions, the federal government and Indian tribal governments in accordance with the Oklahoma Inter-local Cooperation Act, 74 O.S. §§ 1221 *et seq.* (1985); and

WHEREAS, it is in the best interest of the United States of America, the Muscogee (Creek) Nation, the State of Oklahoma, and political subdivisions of the State of Oklahoma, that the parties hereto declare and agree that each government and agency under this Agreement shall fully cooperate with the other to provide efficient, effective and thorough law enforcement and crime prevention to all residents located on or near Indian lands within the Muscogee (Creek) Nation.

AGREEMENT

NOW, THEREFORE, the Muscogee (Creek) Nation, the United States Department of Interior by the through the Bureau of Indian Affairs, the County of _____, and any other county or municipality which subsequently becomes a party hereto, do hereby enter into this Intergovernmental Cross-deputization Agreement (hereinafter "Agreement").

Section 1. Purpose

The Purposes of Agreement are to:

- (1.) Provide for the cross-deputization of Officers employed by the various governmental agencies which are or shall become parties hereto; and
- (2.) Authorize commissioned Officers to provide law enforcement services and make lawful arrest on or near Indian country within the geographic area of the Muscogee (Creek) Nation reservation; and
- (3.) Authorize commissioned Officers to react immediately to observed violations of the law and other emergency situations regardless of whether such occurrences violate the criminal statutes of the Muscogee (Creek) Nation, the United State, and/or the State of Oklahoma; and
- (4.) Provide for efficient, effective and cooperative law enforcement efforts on or near Indian country in the geographic area of the Muscogee Nation within the State of Oklahoma; and
- (5.) Eliminate the uncertainties which have caused reluctance among various law enforcement agencies to provide services on or near Indian country for fear of being subjected to tort or civil rights suits as a consequence of the good-faith errors of Officers making arrests or quelling disturbances in Indian country; and
- (6.) Provide comprehensive law enforcement protection to citizens of the State of Oklahoma and the Muscogee Nation whether they be on or off of Indian country within the geographic area of the Muscogee (Creek) Nation including but not limited to responding to observed violations of the law, effecting arrests, responding to calls for assistance, performing investigations and providing other assistance such as dispatching and detention.

Section 2. Definitions

- A. "Agency" wherever used herein shall mean the government, department, or political subdivision which is or subsequently becomes a party to this Agreement.
- B. "Agreement" wherever used herein shall mean this Intergovernmental Cross-deputization Agreement between the Bureau of Indian Affairs, the Muscogee (Creek) Nation, and signatory political divisions of the State of Oklahoma.
- C. "Applicant Agency" wherever used herein shall mean the agency requesting a commission of its Officers.
- D. "BIA" wherever used herein shall mean the Bureau of Indian Affairs.

- E. "Commissioning Agency" wherever used herein shall mean that the agency which is a party hereto and which issues a law enforcement commission to an Officer of an Applicant Agency.
- F. "Indian country" wherever used herein shall mean Indian country as defined by 18 U.S.C. § 1151 located within the boundaries of Muscogee (Creek) Nation as described in the Treaty of 1866, 14 Stat. 785.
- G. "Nation" wherever used herein shall refer to Muscogee (Creek) Nation.
- H. "Officer" wherever used herein shall mean law enforcement officers and criminal investigators.
- I. "State" OR "State Agency" wherever used herein shall mean Agency which is a political subdivision of the State of Oklahoma, including counties and municipalities, and may include the State of Oklahoma when and if it becomes a party to this Agreement.

Section 3. Addition of Parties: Termination of Earlier Agreements

- A. The BIA will initially enter into this Agreement with one or more of the following:
 - (1.) The Nation; and/or
 - (2.) A State Agency as defined by Section 2 (I) of this Agreement; provide that if the Nation is not yet a party to this Agreement, the BIA will notify the Nation by certified mail, return receipt requested, of its intent to negotiate and enter into this Agreement with a State Agency and offer the Nation an opportunity to consult with the BIA as required by 25 U.S.C. § 2804 (c) during which time the Nation may offer comments concerning the proposed Agreement.
- B. By entering into this Agreement, each party to this Agreement expressly authorizes any other political subdivisions of the State of Oklahoma, including the State of Oklahoma, to become a party to this Agreement after this Agreement goes into effect. The State of Oklahoma or other political subdivisions of the State of Oklahoma may become parties to this Agreement by executing addendum forms substantially similar to those attached hereto as Exhibits A, B or C.
- C. The subsequent addition of parties to this Agreement shall not require any separate or additional approval by existing parties and signatories to this Agreement. The parties hereby agree to extend the provisions of and to be

mutually bound by this Agreement with each party to the Agreement, whether an original party or a new party.

- D. This Agreement, when effective as to a specific State Agency, shall replace and supersede any pre-existing intergovernmental cross-deputization agreement between said State Agency and the Nation, and when effective as between the BIA and Nation, shall replace and supersede any pre-existing government cross-deputization agreement between the BIA and the Nation. The parties shall take any steps necessary to formally terminate any such pre-existing agreement and to issue replacement commission of Officers commissioned under the pre-existing agreement.

Section 4. Term; Withdrawal; Amendments

- A. The initial term of this Agreement shall be for a period of two (2) years commencing on the Effective Date as provided in Section 15 hereof. Thereafter, this Agreement shall be automatically renewed for each party for successive one-year periods commencing on the anniversary of the Effective Date hereof unless prior to a renewal any party gives written notice to all other parties that the Agreement shall not be renewed as to the non-renewing party.
- B. Notwithstanding the foregoing, any Agency may withdraw as a party to this Agreement, with or without cause, upon giving the other parties sixty (60) days' within notice of intent to withdraw. Such notice shall be served by certified mail and shall be deemed served on the date the notice is deposited, postage prepaid, in the U.S. mail. Withdrawal from this Agreement by any Agency shall not terminate this Agreement as to Agencies which continue to be parties hereto.
- C. With the exception of the addition of Agencies to the Agreement, this Agreement shall not be amended unless such amendment is in writing and executed by each party hereto. It is expressly agreed by the parties to this Agreement without the requirement of approval by the existing parties hereto.

Section 5. Coordination; Supervision; Status of Parties

- A. No separate legal or administrative entity is created by this Agreement.
- B. The provisions of this Agreement shall be administered by a board comprised of the Chief of the Nation's Police Department, the District Commander of the Office of Law Enforcement Services of the BIA and the Chief Law Enforcement Officer of each State Agency which is or subsequently may become a party of this Agency.

- C. Notwithstanding any other provision in this Agreement, the respective Commissioning Agencies of the Nation, State and BIA, including their agents, employees and insurers, shall not have any authority or right whatsoever to control in any manner the day to day discharge of the duties and/or activities of the Officers of the other Agencies who have been commissioned pursuant to this Agreement except when an Officer is acting under a commission issued under the authority of the Agreement. No provision of this Agreement shall impair or affect the existing status of each Agency nor the sovereignty of each government as established under the Laws of the Muscogee (Creek) Nation, the United States, and the State of Oklahoma.

Section 6. Commissions

- A. Each Agency which is a party hereto may, in its discretion, issue special Law Enforcement Commissions to Law Enforcement Officers of the other Agencies which are to subsequently shall be parties hereto upon the application for such by the Applicant Agency. Such commissions issued hereunder shall be in writing and grant to the Officers the same Law Enforcement authority as that of Officers of the Commissioning Agency unless expressly limited by the terms of the commission.
- B. All Officers of the law enforcement Agencies which are or subsequently become parties of the Agreement shall not become automatically cross-deputized by virtue of the execution of this Agreement but must be commissioned on an individual basis, upon application by the Officer's employer Agency and approval of same by the Commissioning Agency.
- C. A commission granted by a Commissioning Agency to an Officer of another Agency pursuant to previously existing intergovernmental agreement authorizing the cross-deputization of Officers in effect on date of execution of this Agreement shall remain valid, unless suspended or revoked by the Commissioning Agency or unless the commission is returned to the Commissioning Agency as required by Section 7 (I) of this Agreement.

Section 7. Qualifications for Commission; Commission Cards; Suspension or Revocation of Commission

- A. A commission shall not be granted by the BIA or State to any Officer of an Applicant Agency unless the Officer meets all of the prerequisites for appointment as an Officer as set forth in 40 IAM and the applicable portions of

the BIA Law Enforcement Handbook, as well as any other specific requirements of the BIA, which shall include the following minimum prerequisites:

- (1.) United State citizenship, be at least 21 years of age and possess a valid driver's license;
 - (2.) A high school diploma or its equivalent;
 - (3.) The Officer has not ever been convicted of a felony; has not, within the one year period immediately preceding the issuance of the commission, been convicted of a misdemeanor offense, with the exception of minor traffic offenses; has not been convicted of a misdemeanor charge of domestic violence preventing the Officer from possessing a firearm in accordance with the Gun Control Act of 1968; and has not been the subject of a court order prohibiting him or her from possessing a firearm;
 - (4.) Within the period immediately preceding the issuance of the commission, the Officer has passed his or her department's firearms qualifications and continues to be certified semi-annually;
 - (5.) A finding that the applicant is free of any physical, emotional, or mental condition which might adversely affect his or her performance as an Officer.
 - (6.) The Officer meets State or Federal Peace Officer Standards and Training ("POST") requirements for certification as a bona fide full-time peace officer and has written proof of such certification.
- B. Upon the approval of such application by the BIA, the BIA, as the Commissioning Agency, will issue Deputy Special Officer ("DSO") commissions from the BIA to the selected Officer.
- C. A commission shall not be granted by the Muscogee (Creek) Nation unless an Officer meets with each of the six minimum prerequisites set forth in subsection A (1-6) of this section, and complies with any other specific requirements of the Muscogee (Creek) Nation.
- D. Upon the approval of such application by the Nation, the Nation, as the Commissioning Agency will issue commissions from the Nation to the selected Officers.
- E. Upon the approval of such application by the State Agency, the State Agency, as the Commissioning Agency, will issue commissions from the State Agency to the selected Officers.

- F. The Applicant Agency shall provide a National Crime Information Center background check on each Officer for whom a commission is requested in the application.
- G. The Commissioning Agency shall notify the Applicant Agency of the names of the Officers receiving commissions hereunder.
- H. Commission cards shall be issued to qualified Officers who are full-time employees of the Applicant Agency and who must agree in writing to return his or her commission card to the Commissioning Agency within ten (10) days following the occurrence of one or more of the following conditions:
 - (1.) The Officer terminates employment as a full-time Officer of the Agency for any reason; or
 - (2.) The Officer transfers to an area or jurisdiction outside of the jurisdiction area of the Nation in the case of the Nation's Officers or outside of the jurisdictional area of District 2, Law Enforcement Services, BIA, in the case of a BIA Officer, or in the case of a State Officer to an agency which is not party to this Agreement.
 - (3.) The Officer is suspended or terminated by his or her employing Agency for any reason; or
 - (4.) The Officer is indicted in state or federal court, or otherwise charged in tribal, federal or state court, with crime other than a minor traffic offense; or
 - (5.) The commission expires; or
 - (6.) This Agreement is terminated as to such Officer's Agency for any reason pursuant to Section 4 above; or
 - (7.) The commission is suspended or revoked pursuant to subsection J; or
 - (8.) If the Commissioning Agency ceases to have law enforcement powers under the law.
- I. The Commissioning Agency may at any time, with or without cause, suspend or revoke an Officer's commission for reasons solely within the Commissioning Agency's discretion. In such event:
 - (1.) The Commission Agency shall notify Officer's Agency in writing of the suspension or revocation and the reasons therefore, if any; and

- (2.) Within ten (10) days after such notification the receiving Agency shall return the commission card and any other evidence of the commission to the Commissioning Agency.
- J. The Commissioning Agency shall send written notice to the Applicant Agency if a commission is denied, suspended or revoked as provided herein with a reason stated therein. The decision of the Commissioning Agency to suspend a commission whether temporarily, indefinitely, or permanently shall be final. A commission hereunder shall carry no property right; rather, commissions issued pursuant to this Agreement shall be a privilege extended at the sole discretion of the Commissioning Agency, and may be modified, suspended, revoked at any time by the Commissioning Agency, in which event neither the Officer's Agency shall have any right of review or appeal.
- K. The BIA, the Nation and the State may independently or jointly evaluate the effectiveness of the use of the special law enforcement commissions provided for herein. The BIA, Nation and State shall cooperate in the investigation of any allegation that an Officer of the Nation, BIA or State commissioned pursuant to this Agreement exceeded the authority given to the Officer by the Commission.
- L. If an Officer's Agency possesses any information bearing on the Officer's fitness or eligibility to hold a commission issued hereunder, it shall immediately notify all other Commissioning Agencies.

Section 8. Scope of Powers Granted

- A. Officers of the BIA and State who receive commissions from the Nation shall have authority to respond to observed violation of the Nation's Criminal Code, and upon request by Officers of the Nation, investigate offenses and enforce the criminal laws enumerated in the Nation's Criminal Code and/or other criminal laws of the Nation.
- B. Officers from the Nation and the State who receive commissions from the BIA shall have authority to perform any activity authorized under 25 U.S.C. § 2803. Such Officers shall have the authority to assist the BIA and other federal law enforcement officials in the prevention, detection, and investigation of any federal offense committed within the Nation's Indian country. Such authority shall include the following activities: conducting preliminary investigations, reporting potential crimes, apprehending alleged offenders, detaining and delivering alleged offenders to appropriate authorities, securing crime scenes, contacting appropriate authorities, assisting any federal, tribal, state, or local law enforcement agency upon request, and notifying the Criminal Investigator of the BIA and the Federal Bureau of Investigation of activities relating to the enforcement of such federal laws and regulations. Officers of any other federally recognized tribe who have

entered into cross-deputization agreement with the BIA and who have received commissions from the BIA pursuant to their agreement shall have the authority to perform all federal law enforcement activities described in this sub-section within the Nation's jurisdiction, provided the Nation has consented to the assistance of such tribal officers by way of duly enacted ordinance or tribal resolution and has notified the BIA of such consent in writing.

- C. Officers of the Nation and the BIA who receive commissions from the State shall have authority to react to observed violations of the State's criminal laws, and upon request by Officers of a State Agency, investigate offenses and enforce the criminal laws enumerated in the Oklahoma Statutes and/or other laws of the State.
- D. The parties hereto acknowledge the applicability of Muscogee, federal and state laws in Indian country may depend on whether the suspect or victim is an Indian person and that state laws have been generally held to be inapplicable to Indians in Indian country. Furthermore, the parties agree that nothing in this Agreement shall make any law applicable to a certain person or to certain conduct where it would not otherwise be applicable. Accordingly, the purpose of this Agreement is to vest cross-deputized or commissioned Officers with authority to enforce only the applicable law(s).
- E. The Agencies which are or which subsequently become parties hereto agree to cooperate and share criminal information among themselves to the extent authorized by law.
- F. Nothing herein shall alter or convey any judicial jurisdictional, including the authority to issue warrants for arrest or search and seizure or to issue service of process. Similarly, nothing herein is intended to impair, limit or diminish that status of any Agency or the sovereignty of any government of which such Agencies are a part.

Section 9. Arrest Procedure and Facilities; Transportation; Medical Treatment

- A. After lawful arrest by an Officer commissioned pursuant to this Agreement, the prisoner shall be turned over to a responsible official of the United States, the BIA, the State or the Nation for purposes of detention and processing as provided by agreement. Prisoners arrested under federal authority shall be detained in a facility administrator unless otherwise provided by agreement. Prisoners arrested under federal authority shall be detained in a facility approved by the BIA for said prisoners. The Nation and any State Agency may enter into a written agreement for the detention of any Indian prisoners in custody for violation of the Nation's criminal laws.

- B. The official determination of the correct jurisdictional authority for purposes of prosecution shall be made by the United States Attorney, a Bureau of Indian Affairs Court of Indian Offenses prosecutor, a State prosecutor, and/or the Nation's Attorney General. Any necessary transfer of custody of the prisoner resulting from such determination shall be made at the earliest applicable time. All evidence and investigatory reports and products shall be turned over to the proper prosecuting authority at the earliest practicable time. The prisoner shall be taken before a judge of the appropriate jurisdiction within forty-eight hours after the time of arrest.
- C. In the event that an Indian prisoner is arrested by an Officer of a State Agency exercising his authority under a commission from the Nation of BIA and requires medical treatment, the Officers of said Agency shall have the power and authority to transport such prisoner to the nearest Indian Health Service or Muscogee (Creek) Nation health care facility to avoid any significant medical expenses.
- D. In cases of extreme emergency where it is not feasible or practicable to take the Indian prisoner to an HIS or tribal facility, the Indian prisoner may be treated at the appropriate local, federal or state health care facilities as emergency needs dictate. In such emergency cases, a sick or disabled Indian, or an individual or agency acting on behalf of the Indian, or the medical care provider shall, within 72 hours after the beginning of the treatment for the condition or after admission to a health care facility, notify the nearest HIS facility if the fact of the admission or treatment together with information necessary to determine the relative medical need for the services and the eligibility of the Indian prisoner for the services.
- E. In the event it becomes necessary to provide guard security for an Indian prisoner subject to federal or tribal court jurisdiction at a health facility or any place other than jail facilities, Officers of the BIA and the Nation shall have the power and authority to provide such service.
- F. In the event of an emergency mental or psychiatric condition arises with an Indian prisoner who has been arrested by a State Officer under a commission issued pursuant to this Agreement, the Officers of the BIA and the Nation shall have the power and authority to immediately take custody of said prisoner for appropriate action pursuant to applicable law.

Section 10. Orientation, Technical Assistance and Training

- A. Each party is responsible for providing to its full-time Officers a thorough orientation regarding the authority conferred by a commission issued pursuant to this Agreement.

- B. The Nation, BIA and State shall ensure that each of its Officers is qualified in the field of law enforcement and is well trained on and knowledgeable of arrest procedures, rules of evidence, crime scene search, preservation of evidence, writing reports, testifying in court and related police and detention functions.
- C. The Chief of the Nation's police department, the District Commander of the Office of Law Enforcement Services of the BIA and the chief law enforcement officer of each State Agency shall determine what other training or technical assistance is or may be required for commissioned Officers, particularly in the areas of jurisdiction and tribal, federal and state criminal laws and procedures.
- D. The BIA may provide technical assistance and assist in providing in-house training to Officers of the Nation, administrative personnel and others, depending upon the availability of resources.

Section 11. Property

No real or personal property is to be acquired or held under this Agreement. When personal property is loaned from one Agency to another Agency it shall be returned as soon as possible upon request of the owner-Agency.

Section 12. Reimbursement

Activities of the parties will be financed by the primary Agency of each of the commissioned Officers except as expressly provided herein, or pursuant to a subsequent agreement for which a particular assignment is executed.

Section 13. Conduct

Each Officer who is issued a commission pursuant to this Agreement shall follow the law enforcement code of conduct prescribed by the Commissioning Agency. The code will establish specific guidelines concerning conflicts of interest, employee conduct both on and off duty, impartiality and thoroughness in performance of duty, and acceptance of gifts or favors. Each Officer will acknowledge in writing that he or she has received and understand the code of conduct. The acknowledgement will remain in the file with the employing Agency as long as the Officer is employed with the Agency. Additionally, each Agency is responsible to see that training will be conducted in the code of conduct and ethics issues at least once a year in accordance with 25 CFR § 12.51 or corollary state or local requirements.

Section 14 Liabilities and Immunities

- A. Officers of the Nation or State holding a commission from the BIA while performing any official act in Indian country under authority of said commission shall be afforded all protection afforded by applicable tribal, federal and state laws, and by the Indian Law Enforcement Reform Act, 25 U.S.C. § 2804, including coverage under the Federal Tort Claims Act or other applicable Federal law. Officers of the BIA or State holding a commission from the Nation while performing any official act in Indian country under authority of said commission shall be afforded all protection afforded by applicable tribal, federal and state law. Officers of the Nation or BIA holding a commission from the State while performing any official act in the State under authority of said commission shall be afforded all protections afforded by applicable tribal, federal and state laws.
- B. It is understood and agreed that the Nation, the BIA and the State, their agents, employees and insurers (if any), do not, by virtue of this Agreement, assume any responsibility or liability for the action of Officers commissioned pursuant to this Agreement which are performed outside the scope of authority granted by the commission under which they are acting. Each Agency agrees to be responsible for any and all employer obligations to its own Officers regardless of whether the Officer is acting on behalf of his or her employer-Agency or under a commission issued to him or her by another Agency pursuant to this Agreement. By way of example, and not limitation, these employer obligations include salary, taxes, workers compensation insurance, liability insurance, disability, insurance and retirement benefits. In no event shall a Commission Agency be responsible for another Agency's obligations as an employer to its own employee Officers.
- C. Nothing in this Agreement shall be read as waiving or limiting any defenses to claims of liability otherwise available to law enforcement Officers, including without limitation the defense of qualified immunity afforded under tribal, federal and/or state law.
- D. Nothing in this Agreement shall be construed as a waiver of any government's sovereign immunity.

Section 15. Effective Date

- A. This Agreement shall become effective on the last date of execution, after execution by all officials set forth on the following signature pages.

- B. With respect to Agencies which become parties hereto subsequent to the Effective Date set forth above, this Agreement shall become effective as to such subsequent Agencies on the date of execution of an Addendum to this Agreement by the appropriate officials of any such Agency.

[The remainder of this page is deliberately left blank.]

SIGNATURE PAGE FOR THE MUSCOGEE (CREEK) NATION

INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETWEEN THE
UNITED STATES, THE MUSCOGEE (CREEK) NATION, AND POLITICAL
SUBDIVISIONS OF THE STATE OF OKLAHOMA

Approved:

Attorney General
Muscogee (Creek) Nation

Date

Approved:

Lighthorse Chief of Police

Date

Approved:

Chairman
Muscogee Nation Lighthorse Commission

Date

EXHIBIT B

ADDENDUM

ADDITION OF POLITICAL SUBDIVISIONS OF THE STATE OF OKLAHOMA TO
THE INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETWEEN
THE UNITED STATES, THE MUSCOGEE (CREEK) NATION AND POLITICAL
SUBDIVISIONS OF THE STATE OF OKLAHOMA

The City of _____, Oklahoma, hereby enters into and agrees
to be mutually bound by the terms of the Intergovernmental Cross-Deputization
Agreement Between the United States, the Muscogee (Creek) Nation, and Political
Subdivisions of the of the State of Oklahoma pursuant to Section 3 of said Agreement.

Effective this _____ day of _____, 20_____

Approved:

Chair, City Council
City of _____

Date

Approved:

City Attorney/Judge

Date

Approved:

Chief of Police/City Marshall
City of _____

Date

Public Works Committee

4.

Meeting Date: 10/17/2017
Initiator: Tammy Tracy, City Clerk
Department: City Clerk
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of the appointment of E. Cedric Johnson to serve a five (5) year term on the Martin Luther King Jr. Community Center Trust Authority, beginning November 1, 2017, and ending July 31, 2022, replacing David Ragsdale, or take other necessary action. (Councilmember James Gulley)

BACKGROUND:

RECOMMENDED ACTION:

Fiscal Impact

Attachments

Cedric Johnson

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION



**CITY OF MUSKOGEE
CITY COUNCIL**

**APPLICATION FOR CITY COUNCIL APPOINTMENT TO A BOARD
OR COMMISSION**

Application Instructions:

- Complete the entire application form (copies of the form are acceptable).
- Applicants are strongly encouraged to attach a current resume or biography.
- Specifically list the names of the boards or commissions to which you are applying (multiple selections are allowed). Paperwork cannot be appropriately processed unless specific boards or commissions are listed.
- Return application along with your resume to:
Office of the City Clerk, 229 W. Okmulgee, Muskogee, OK 74403 or by fax 918-684-6395.
- This form can be obtained electronically at <http://www.cityofmuskogee.com>, or by calling the City Clerk's Office at: (918) 684-6270.

Board(s) or Commission(s) for which you would like to be considered:

MUSKOGEE

Your Full
Legal Name:

E. Cedric Johnson

Your

Preferred Name:

Cedric Johnson

Business Name:

Same

Home Address:

314 NO 27 St, Muskogee

Job Title/Employment Date:

Retired

City Zip:

Muskogee, OK 74401

Business Address:

NA

Ward:

1 2 3 4

Home Phone:

918-687-6816

Business Phone:

918-348-4253

Cell Phone:

918-348-4253

Fax:

NA

Home Email:

CedricJohnson@shcglobal.net

Business Email:

NA

Are you registered to vote in City of Muskogee Elections?

☒ Yes

No

Are you a citizen of the United States?

☒ Yes

No

Personal Information:

The Mayor and Council desire a broad representation of backgrounds on boards and commissions.

Education (high school, name and location of college or university, year graduated, and degree):

Grad: MTHS 1951, Northeastern State BA 1959
Master - 1963 post grad Tulsa University

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

Current employment (job description, employment date, supervisor):

Retired
Substitute teacher when needed.

Previous employment or experience:

Muskogee Board of Ed. 38 years
Class room teacher, 1971 to 1997 Principal

Professional Licenses Held (if applicable):

Teaching Certificate

Professional References (name, title, contact phone number):

Memberships in professional or civic organizations (please include offices held and dates of terms):

Muskogee County Retired Teacher Association
Past N A A T P President

Military Service Record (including awards, decorations, etc.):

Army 1953 to 1955 39 AAA top soldier

Have you ever been elected or appointed to any public office, board or commission in the City of Muskogee? ☒ No Yes (If yes, please list with dates served)

Do you currently hold a public office? Public offices include elected or appointed officials of a municipality (it does not have to be Muskogee it could be any town or city), elected or appointed official of any county or the state or federal government, are a trustee of a public trust, are employed by any entity as a police officer, fire fighter, deputy sheriff, assistant district attorney or similar position or the member of a school board or appointed official of a school system or any other public or similar position.

None

Do you have any financial or other interests that might present a conflict of interest, or the appearance of such a conflict, if you were to be appointed to the position for which you have applied? ☒ No Yes (If yes, please explain)

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

Please list any special interests or characteristics which might be important to serve on a Board or Commission:

Many years of Public Service.

RELEASE OF INFORMATION

I authorize the use of any information contained in the APPOINTMENTS APPLICATION to verify my statements made in the Application. I authorize my past employers, all references, and any other persons to answer all questions asked concerning my ability, character, reputation and previous education or employment record. I release all such persons from any liability or damages on account of having furnished such information. I consent to such investigations as Pam Bates, City Clerk or her authorized representatives may make regarding law enforcement records and my general background.

I certify under penalty of perjury under the laws of the State of Oklahoma, that the above information is true, complete and correct to the best of my knowledge.

[Signature]
Signature of Nominee

Oct 11, 2017
Date

Submitted by the Mayor for approval by the City Council this _____ day of _____, 20____

[Signature] on behalf of MUKCCTA
Signature of Sponsor Board

Public Works Committee**5.****Meeting Date:** 10/17/2017**Submitted For:** Roy Tucker, City Attorney**Initiator:** Leslie Arnold,
Attorney Secretary**Department:** City Attorney**Staff Information Source:** City Attorney

Information**AGENDA ITEM TITLE:**

Consider approval of Resolution No. 2707 giving notice to the Secretary of the Muskogee County Election Board and calling a City General Election for Tuesday, the 13th of February, 2018, and a Run-Off Election in the event respective candidates for the offices of Mayor and Council members do not receive a majority vote, with said Run-Off Election to be held for Tuesday, the 3rd of April, 2018; Establishing filing, withdrawal and contest periods; Closing the 45th and 40th voting precincts; and Establishing all the same pursuant to the Charter of the City of Muskogee and the revised State election laws, or take other necessary action. (Roy D. Tucker)

BACKGROUND:

Attached is the resolution calling for the election of Mayor and Councilmembers. While the Charter provides the Council election to be held in January, the revised election laws do not require the County Election Board to hold any municipal election that is not within a month established by state law. As a result, the election will be held in February in accordance with state law. However, all other dates such as filing, do not conflict with state law and so will be held in accordance with the City's Charter.

RECOMMENDED ACTION:

Approve the Resolution

Fiscal Impact**Attachments**

RES2707 - 2018 Election

RESOLUTION 2707

A RESOLUTION GIVING NOTICE TO SECRETARY OF THE MUSKOGEE COUNTY ELECTION BOARD AND CALLING A CITY GENERAL ELECTION FOR TUESDAY THE 13TH OF FEBRUARY, 2018 AND A RUN OFF ELECTION IN THE EVENT RESPECTIVE CANDIDATES FOR THE OFFICES OF MAYOR AND COUNCIL MEMBERS DO NOT RECEIVE A MAJORITY VOTE, WITH SAID RUN-OFF ELECTION TO BE HELD FOR TUESDAY, THE 3RD OF APRIL, 2018; ESTABLISHING FILING, WITHDRAWAL, AND CONTEST PERIODS; CLOSING THE 45TH AND 40TH VOTING PRECINCTS; AND ESTABLISHING ALL THE SAME PURSUANT TO THE CHARTER OF THE CITY OF MUSKOGEE AND THE REVISED STATE ELECTION LAWS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA:

SECTION 1. DATES OF ELECTION AND OFFICES TO BE ELECTED.

That the Mayor of the City of Muskogee, Oklahoma, is hereby authorized to execute this resolution and cause the same to be delivered to the Secretary of the Muskogee County Election Board calling, pursuant to the provisions of the City Charter, a General Election to be held on the 13th day of February, 2018, for the purpose of electing the following offices: a Mayor to serve a 2-year term; one (1) Council member from Ward I to serve a 4-year term; one (1) Council member from Ward II to serve a 4-year term; one (1) Council member from Ward III to serve a 4-year term; and one (1) Council member from Ward IV to serve a 4-year term. In the event no candidate received a majority of the votes cast in the General Election, a Run-off Election between the two candidates receiving the greater number of votes cast in the General Election will be held on the 3rd day of April, 2018.

SECTION 2. VOTING. The Mayor shall be elected at large by qualified electors of the entire city. All candidates for the office of councilmember shall be elected by the qualified electors of their respective wards, under 8:06 of the City Charter.

SECTION 3. MAYOR QUALIFICATIONS. That any qualified elector of the City who also satisfies the requirements of registration may become a candidate for office by filing a declaration of candidacy with the City Clerk in accordance with Section 8:02 of the City Charter. The candidates must have been a resident of the City at least six (6) months preceding the filing dates and may reside in any of the four (4) Wards of the City of Muskogee, Oklahoma.

SECTION 4. COUNCILMEMBER QUALIFICATIONS. That any qualified elector of the City who also satisfies the requirements of registration may become a candidate for office by filing a declaration of candidacy with the City Clerk in accordance with Section 8:02 of the City Charter. The candidates must have been a resident of the City at least six (6) months

preceding the filing dates and must be a resident of the Ward said candidate seeks to represent at the time of filing.

SECTION 5. ADJUSTED FILING PERIOD. The filing period for Declaration of Candidacy shall begin on Monday, November 13, 2017, at 8:00 a.m. and close Wednesday, November 15, 2017 at 5:00 p.m. The hours of operation of the City Clerk to receive the filing of candidates shall be as follows: Monday, November 13, 2017, from 8:00 a.m. to 5:00 p.m., Tuesday, November 14, 2017 from 8:00 a.m. to 5:00 p.m., Wednesday, November 15, 2017 from 8:00 a.m. to 5:00 p.m.

SECTION 6. WITHDRAWAL OF CANDIDATES. Any candidate may withdraw by filing a written notice with the City Clerk no later than 5:00 p.m., on Friday, November 17, 2017.

SECTION 7. CONTESTS OF CANDIDACY. A contest of any candidate for Mayor or City Councilmember may be filed by a written petition with the City Clerk no later than 5:00 p.m. on Friday, November 17, 2017. Contests for candidacy shall be determined by the City Clerk and governed by state law.

SECTION 8. NON PARTISAN ELECTION. The election herein noticed is a nonpartisan election.

SECTION 9. ORDER OF NAMES ON BALLOT. The full names of all candidates shall be printed in alphabetical order on the official ballots without party designation of symbol, all in accordance with State law.

SECTION 10. CONDUCT OF ELECTION. The election(s) shall be conducted by the Muskogee County Election Board in accordance with the City Charter and state law that is not in conflict with said Charter. The official precinct returns shall be received by the Muskogee County Election Board and submitted to the Muskogee City Council.

SECTION 11. ABSENTEE BALLOTS. Absentee ballots shall be provided for in accordance with state law.

SECTION 12. ELECTION OFFICIALS, HOURS OF ELECTION & POLLING PLACES. An inspector, a Judge, and a Clerk shall serve in each precinct. The persons serving as such election officials are set forth in the attached list which is made a part hereof. The Polls for said Municipal Election shall be opened at 7:00 o'clock a.m. on Tuesday, February 13, 2018, and shall remain open continuously until and be closed at 7:00 o'clock p.m. of said Election Day. The number and location of the polling places of said Election Day are set forth on the attached list. If a Run-off Election is required, the election officials, hours and operation and polling places shall remain the same. Substitution of election officials and polling places shall occur only in accordance with state law.

SECTION 13. PRECINCT CLOSURE. The City of Muskogee has been notified by the Muskogee County Election Board that the 45th and 40th Precincts have no registered voters and further, that no citizens reside in the precinct; therefore those precincts are hereby closed for the election and the runoff, should one be necessary.

SECTION 14. STATE ELECTION LAWS TO GOVERN WHERE APPLICABLE. The election laws of the State, where applicable, and except where the same would be in conflict with the special provisions of the Charter, shall apply to all elections held in the City of Muskogee

Contest alleging irregularities or fraud pertaining to election results shall be filed pursuant to and in accordance with state law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, THIS 23RD DAY OF OCTOBER, 2017.

JOHN R. COBURN, MAYOR

ATTEST:

TAMMY L. TRACY, CITY CLERK

(Seal)

APPROVED as to form and legality this 23rd day of October, 2017.

ROY D. TUCKER, CITY ATTORNEY

This resolution shall be filed with the Secretary of the County Election Board on October 27, 2017, and shall be published in its entirety in the Muskogee Phoenix no later than November 3, 2017.

POLLING PLACES [Note: Polling places and election officials are established by the Muskogee County Election Board and are subject to change in accordance with State election laws]

5 BETHANY PRESBYTERIAN CHURCH

2200 Haskell Blvd.

Inspector: Janise Carter

Judge: Patricia Parks

Clerk: Angela Lynn Loflin

7 EASTERN HEIGHTS BAPTIST CHURCH

2401 Haskell Blvd.

Inspector: Helen Brownell

Judge: Maida Ryker

Clerk: Karen Greer

9 CHANDLER ROAD CHURCH OF CHRIST

3507 Chandler Rd

Inspector: Electra Lashley

Judge: Cecilia Collins

Clerk: Sena Martin

11 SALVATION ARMY

700 Independence

Inspector: No appointed official

Judge: No appointed official

Clerk: No appointed official

13 YORK STREET CHRISTIAN CHURCH

1125 South York Street

Inspector: Catherine Daniels

Judge: Louis Measurall

Clerk: Virgil Parks

17 RAYFIELD BAPTIST CHURCH

601 Indianapolis Avenue

Inspector: Kay Pritchett

Judge: Carolyn Catlett

Clerk: Lawrence Jamerson

21 BOSTON AVENUE BAPTIST CHURCH

201 South 30th Street

Inspector: Debra Mason

Judge: Harold Mason

Clerk: Delphia Webb

22 AMERICAN LEGION

4021 W. Broadway

Inspector: Carol A. Miller

Judge: Brenda Jean Harvey

Clerk: Vicki Conley

23 MARTIN LUTHER KING CENTER

627 North 3rd Street

Inspector: Margaret V. Taylor

Judge: Mary Couch

Clerk: Margaret E. Taylor

28 24th STREET FAMILY CHURCH

2420 North 24th Street West

Inspector: Mary Downing

Judge: Marcheta Lashley

Clerk: Kenneth Hinkle

37 TIMOTHY BAPTIST CHURCH

5530 West Okmulgee

Inspector: Faustina Greuel

Judge: Marilyn Gilder

Clerk: Wanda Pauline Hayes

38 INDIAN CAPITAL VO-TECH

2403 North 41st Street E.

Inspector: Mark Yanz

Judge: Diane Walden

Clerk: Nola I. Mason

46 FIRST ASSEMBLY OF GOD CHURCH

3100 Gulick St.

Inspector: Joyce Ranallo

Judge: Marilyn Brown

Clerk: Jane Hill

47 LIFEPOINT CHURCH

2200 South 32nd Street

Inspector: Stephen Kearney

Judge: Rita Roller

Clerk: Zayne Owen

55 NEW HOPE ASSEMBLY OF GOD CHURCH

110 W 58th St. South

Inspector: Howard Hill

Judge: Delores Paige

Clerk: Claude Meeks