



P.O. BOX 850 | COWETA, OKLAHOMA 74429 | PH. (918) 486-2189 | FAX (918) 486-5366 | www.cityofcoweta-ok.gov

AGENDA - REGULAR MEETING
COWETA CITY COUNCIL
COWETA CITY HALL, 310 S. BROADWAY
MONDAY, AUGUST 5, 2019 6:00 P.M.

MEETING PROCEDURE: Comments on all scheduled agenda items will be heard immediately following the presentation by staff or the petitioner. Please wait until you are recognized by the Mayor and keep your comments as brief as possible. Individuals addressing the City Council must identify themselves by name prior to making any comments. The City Council will act on an agenda item after comments from staff and the City Council have been heard.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

EVETTE MORRIS _____

HAROLD CHANCE _____

NAOMI HOGUE _____

LOGAN BROWN _____

RANDY WOODWARD _____

IV. GENERAL CITY COUNCIL COMMENTS

(During the General City Council Comments section of the agenda, the City Council shall make no decision or take any action except as to request the City Manager to schedule the matter for Council discussion at a later date.)

V. CONSENT

(All matters under the "Consent Calendar" are considered by the City Council to be routine and will be enacted by one motion. Any Councilmember may, however, remove an item from consent by request.)

1. Approval of Minutes

Approval of the Minutes of the Coweta City Council Regular Meeting held on July 1, 2019.

Documents:

[190603 CITY COUNCIL MINUTES .PDF](#)

2. Surplus Property Declaration

Approval on a declaration of surplus on the following and authorization for the City Manager to dispose of accordingly; Alcatel-Lucent IP Touch Telephone System.

Documents:

[SURPLUS DECLARATION IP PHONES.PDF](#)

VI. OLD BUSINESS

1. Recognition of Coweta Youths

Presentation of Citizenship Awards by Chief of Police Mike Bell to two Coweta youths who showed integrity and honesty in ensuring lost property was returned to its rightful owner.

(Mike Bell, Chief of Police)

2. Agreement for Fiscal Year 2019-2020 Worker's Compensation Coverage

Discussion and possible action to approve the 2019-2020 Oklahoma Municipal Assurance Group (OMAG) Renewal Participation Agreement for Worker's Compensation coverage, with \$87,031 of the premium paid from the OMAG escrow account.
(Julie Casteen, Assistant City Manager)

Documents:

[190805 STAFF REPORT OMAG RENEWAL.PDF](#)
[190805-OMAG WORKERS COMP RENEWAL AND USE OF ESCROW.PDF](#)

3. Ballot for Election of OkMRF Trustee

Discussion and possible action on the adoption of Resolution No. 2019-27, a Resolution of the City Council of the City of Coweta, Oklahoma casting a vote for Trustee of the Oklahoma Municipal Retirement Fund (OkMRF) to fill the expiring term of At-Large Trustee representing the entire membership.
(Roger Kolman, City Manager)

Documents:

[190805 STAFF REPORT OMRF BOARD OF TRUSTEES.PDF](#)
[RESOLUTION 2019 27.PDF](#)

4. Appointment of Requisitioning and Receiving Personnel

Discussion and possible action on the appointment of Fire Chief Greg Edwards and Assistant City Manager Julie Casteen to serve as requisitioning officers, and Deputy Fire Chief Aaron Culwell and Fire Captain Brian Woodward to act as receiving officers for purchases utilizing the Wagoner County Sales Tax Account.
(Greg Edwards, Fire Chief)

Documents:

[190805 STAFF REPORT APPOINTMENT OF COUNTY OFFICERS.PDF](#)

5. Purchase of Pickup for Cemetery

Discussion and possible action on the approval of the purchase of one (1) 2020 Ford half ton pickup truck for the Cemetery from Bill Knight Ford at a cost not to exceed Twenty Five Thousand Dollars (\$25,000) utilizing Oklahoma Statewide Purchasing Contract SW0035 and authorizing the City Manager to execute all documents related thereto.
(Rob Werley, Public Works Director)

Documents:

[190805 STAFF REPORT FORD HALF TON TRUCK.PDF](#)
[IMAGE2019-07-23-124413.PDF](#)

6. Live Scan Purchase Contract

Discussion and possible action on the purchase of a Live-Scan finger printing machine to be installed at the Coweta Police Department at a cost not to exceed Seventeen Thousand Eight Hundred Seventy Eight dollars (\$17,878.00.00) and direct the City Manager to sign all required documents.
(Mike Bell, Chief of Police)

Documents:

[190805 STAFF REPORT FINGERPRINT SCANNER.PDF](#)
[LIVESCAN INFORMATION SHEETS 2019-2020 BUDGET.PDF](#)

7. Agreement for SRO Services

Discussion and possible action on the approval of a Memorandum of Understanding between the City of Coweta and the Coweta Board of Education pertaining to the operations of a School Resource Officer Program within the Coweta Public School system.
(Mike Bell, Chief of Police)

Documents:

[109895 STAFF REPORT SRO.PDF](#)
[190805 SRO CONTRACT.PDF](#)

8. Purchase of Police Unit

Discussion and possible action on the purchase of one (1) 2020 Ford Police Interceptor vehicle from Bill Knight Ford utilizing State of Oklahoma Purchasing Contract SW035 at a cost not to exceed Thirty Nine Thousand dollars (\$39,000.00) and direct the City Manager to sign all required documents.

(Mike Bell, Chief of Police)

Documents:

[POLICE UNIT COST SHEET 2019-2020.PDF](#)

VII. NEW BUSINESS

(Business which was not foreseen prior to the posting of the agenda.)

VIII. ADJOURNMENT

IF YOU REQUIRE A SPECIAL ACCOMMODATION PURSUANT TO THE AMERICANS WITH DISABILITIES ACT, PLEASE NOTIFY CITY HALL BY 9:00 A.M. ON THE DATE OF THE MEETING.

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING

JULY 1, 2019 6:02 P.M.

The members of the Coweta City Council met in regular session on Monday, June 3, 2019, at 6:02 p.m. in the Coweta City Hall, 310 South Broadway, Coweta, Oklahoma.

COUNCILMEMBERS PRESENT: Evette Morris, Harold Chance, Naomi Hogue, Logan Brown, Randy Woodward.

COUNCILMEMBERS ABSENT: None.

STAFF PRESENT: Roger Kolman, Ron Cates, Julie Casteen, Rob Werley, Chip Cohrs, Greg Edwards, Mike Bell, Julia Stephens, Marcy Kilgore, Tom Young.

I. The meeting was called to order by Mayor Morris.

II. Roll call taken. Councilmembers present and absent as shown above.

III. GENERAL CITY COUNCIL COMMENTS

Mayor Morris welcomed Town of Porter Mayor Sharon Payne and Trustee Sam Hendricks. The Mayor reminded the audience that the Patriotic Festival was moved to July 6th.

IV. CONSENT

Motion by Harold Chance, second by Randy Woodward, to approve consent calendar items:

1. Minutes of the Coweta City Council/Coweta Public Works Authority/Coweta Industrial Joint Special Meeting held on June 3, 2019
2. Minutes of the Coweta City Council Regular Meeting held on June 3, 2019.
3. Minutes of the Coweta City Council Special Meeting held on June 19, 2019.
4. Authorized the Mayor to sign a Notice of Authorized Agent form with the Oklahoma Municipal Retirement Fund.
5. Declared Surplus on the following items and authorized the City Manager to dispose of accordingly: two (2) Remington Model 12 Gauge Shotguns.

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING HELD JULY 1, 2019

6. Authorized the Mayor to sign a contract with Ki Bois Community Action, in the amount of \$50,000.00, for the provision of transportation services within the City of Coweta, Oklahoma.

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING HELD JULY 1, 2019

Aye: Evette Morris
Harold Chance
Naomi Hogue
Logan Brown
Randy Woodward

V. OLD BUSINESS

Misty Edwards presented information on the Coweta Barn Quilt Trail initiative. Ms. Edwards and Charlotte Kolman presented the City of Coweta with a wooden quilt painted by Ms. Kolman to be included in the Oklahoma Quilt Trail/Coweta Barn Quilt Trail. The quilt will be installed on City Hall.

Discussion held regarding possible action on a request from H2 Property Investments, Developer, and Cook & Associates Engineering, Inc., Engineer/Surveyor, for Final Plat approval of Stonebrook, an RS-3 zoned residential subdivision of 4.848 acres more or less with 24 lots located on the corner of East 151st Street South and 285th East Avenue, in Section 13, Township 17 North, Range 15 East of the Indian Base and Meridian, City of Coweta, Wagoner County, State of Oklahoma.

Motion by Harold Chance, second by Evette Morris, approving the request by H2 Property Investments, Developer, and Cook & Associates Engineering, Inc., Engineer/Surveyor, for Final Plat approval of Stonebrook, an RS-3 zoned residential subdivision of 4.848 acres more or less with 24 lots located on the corner of East 151st Street South and 285th East Avenue, in Section 13, Township 17 North, Range 15 East of the Indian Base and Meridian, City of Coweta, Wagoner County, State of Oklahoma.

Aye: Evette Morris
Harold Chance
Naomi Hogue
Logan Brown
Randy Woodward

Discussion held regarding possible action on the adoption of Resolution No. 2019-24, a joint resolution of the City Council of the City of Coweta, Oklahoma and the Trustees of the Coweta Public Works Authority adopting the Environmental Information Document for the proposed wastewater treatment plant improvements.

Motion by Randy Woodward, second by Harold Chance, approving the adoption of Resolution No. 2019-24, a joint resolution of the City Council of the City of Coweta, Oklahoma and the Trustees of the Coweta Public Works Authority adopting the Environmental Information Document for the proposed wastewater treatment plant improvements.

Aye: Randy Woodward

Harold Chance
Evette Morris
Naomi Hogue
Logan Brown

Discussion held regarding possible action on the adoption of Resolution 2019-25 a Joint Resolution of the City Council of the City of Coweta, Oklahoma, the Trustees of the Coweta Public Works Authority, and the Trustees of the Coweta Industrial Development Authority appointing a Treasurer to act for and on behalf of each entity.

Motion by Randy Woodward, second by Harold Chance, approving the adoption of Resolution 2019-25 a Joint Resolution of the City Council of the City of Coweta, Oklahoma, the Trustees of the Coweta Public Works Authority, and the Trustees of the Coweta Industrial Development Authority appointing Julie Casteen as Treasurer to act for and on behalf of the City of Coweta.

Aye: Randy Woodward
Harold Chance
Evette Morris
Naomi Hogue
Logan Brown

Discussion held regarding possible action authorizing the Mayor to accept and sign documents for the engagement of Arledge & Associates to provide auditing services for fiscal year ending June 30, 2019, in the amount of Twenty-One Thousand Two Hundred Dollars (\$21,200.00), with half being paid by the Coweta Public Works Authority.

Motion by Randy Woodward, second by Harold Chance, to authorize the Mayor to accept and sign documents for the engagement of Arledge & Associates to provide auditing services for fiscal year ending June 30, 2019, in the amount of Twenty-One Thousand Two Hundred Dollars (\$21,200.00), with half being paid by the Coweta Public Works Authority.

Aye: Randy Woodward
Harold Chance
Evette Morris
Naomi Hogue
Logan Brown

Mayor Morris opened the public hearing at 6:18 p.m. regarding the proposed annexation and service plan on the following property: a tract of land located in Section 25, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, to the City of Coweta, Oklahoma (property located at 27689 East 111th Street South). Steven Lester, pastor of the Coweta Church of the Nazarene, expressed his gratitude to the community for assisting them after their former facility was destroyed by fire and asked that the City

Council approve the church's request to annex the property for their new facility. Public Hearing closed at 6:20 p.m.

Discussion held regarding possible action on the adoption of Ordinance No. 818, an Ordinance of the City of Coweta, Oklahoma accepting, adding, and annexing land located in Section 25, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, to the City of Coweta, Oklahoma, all that certain real estate being more particularly described hereinafter; providing that said real estate shall be part of the City of Coweta, Oklahoma, and all property situated therein shall be subject to the jurisdiction, control, laws, and ordinances of the City of Coweta, Oklahoma; providing a service plan for the annexed area; directing notification; and declaring an emergency.

Motion by Evette Morris, second by Harold Chance, to approve the adoption of Ordinance No. 818, an Ordinance of the City of Coweta, Oklahoma accepting, adding, and annexing land located in Section 25, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, to the City of Coweta, Oklahoma, all that certain real estate being more particularly described hereinafter; providing that said real estate shall be part of the City of Coweta, Oklahoma, and all property situated therein shall be subject to the jurisdiction, control, laws, and ordinances of the City of Coweta, Oklahoma; providing a service plan for the annexed area; directing notification; and declaring an emergency.

Aye: Evette Morris
Harold Chance
Naomi Hogue
Logan Brown
Randy Woodward

Discussion held regarding possible action declaring an emergency to Ordinance No. 818, making it effective immediately upon passage.

Motion by Harold Chance, second by Randy Woodward, declaring an emergency to Ordinance No. 818, making it effective immediately upon passage.

Aye: Harold Chance
Naomi Hogue
Logan Brown
Randy Woodward
Evette Morris

VI. NEW BUSINESS

There was no new business.

VII. ADJOURNMENT

Mayor Morris adjourned the meeting at 6:22 p.m.

Evette Morris, Mayor

Julie Casteen, City Clerk

**CITY OF COWETA/COWETA PUBLIC WORKS AUTHORITY
SURPLUS PROPERTY DECLARATION AUTHORIZATION**

This form is required to dispose of any City/Authority surplus property. Department Head completes this form and submits it to the City Manager. If surplus declaration is approved, Department will be notified and disposal will begin. Online Auction Administrator will notify department when the item has sold.

Department: Citywide Department Contact: _____ Date: 7/1/2019

Items Requested to be Surplused: _____ ID/Asset Tag Number: _____

PROPERTY DESCRIPTION	CONDITION	DATE PURCHASED	PURCHASE PRICE
Alcatel-Lucent IP Touch 4028 Telephone desksets	☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ Unknown		

Reason for being surplused: System has been replaced with Cisco desksets provided by the new phone carrier.

Has it been offered for transfer to another Department within the City: _____

Has it been offered for transfer to another agency within the State: _____ If so, to whom: _____

Donated to outside government agency: _____ Name of agency: _____

Sold for scrap metal: _____ To whom: _____ Amount received: _____

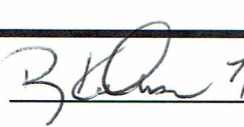
Will this be sold on the Public Surplus website: _____ If so, what is the minimum bid: _____

Dates advertised on website: _____ Did item sell: _____ Amount received: _____

Has proper advertisement been completed: _____ Newspaper(s): _____ Other public notice(s): _____

Name, Address, and Telephone Number of Buyer: _____

Item ready to be released to buyer with a copy of receipt attached: _____ Date: _____

Date and signature of City Manager detailing the approval of the request for surplus:  7/1/19

Date surplus approved by City Council/Trustees: _____

Date, Amount, Check number, and receipt of check received from Public Surplus: _____

Removed from Fixed Assets: _____



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Memorandum

To: Honorable Mayor and City Council

From: Julie Casteen, Assistant City Manager

Re: Workers' Compensation Insurance Renewal and Use of Escrow

Date: July 25, 2019

BACKGROUND

The City of Coweta participates in the Oklahoma Municipal Assurance Group (OMAG) Aggregate Deductible Plan for Workers' Compensation Insurance. This is a self-funded program that allows the City to pay into its own loss fund from which claims are paid. When claims are less than the loss fund, the difference is paid into an interest-bearing escrow account held for the City by OMAG.

For fiscal year ending June 30, 2019, the City received \$8,582 in interest and \$78,448 paid to the loss fund due to favorable claim payments for FY19.

The escrow balance as of June 30, 2019 was \$197,091.73. The renewal premium on the City's Workers' Compensation coverage is \$191,372.00 for FY20.

STAFF RECOMMENDATION:

Staff recommends a motion to approve the 2019-2020 Renewal Participation Agreement for Workers' Compensation coverage at a cost of \$191,372, with \$87,031 to be paid from the OMAG escrow account. The remaining escrow balance of \$110,061 is recommended to be held in case of spikes in renewal rates in future years.

ATTACHMENTS:

OMAG 2019-2020 Renewal Participation Agreement



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

AGGREGATE DEDUCTIBLE PLAN

2019-2020 Renewal Participation Agreement for CITY OF COWETA

The premium for participation in the **OMAG Workers' Compensation Plan** for the period July 1, 2019 through July 1, 2020 and the Aggregate Deductible for this same period as stated on the Invoice is accepted as an amendment to our original agreement with OMAG for continued participation in the Workers' Compensation Plan.

A. INTEREST CREDIT----- \$

(If any, has been applied to the escrow amount below.)

B. ESCROW ----- \$ 197,091.73

(Select and initial the appropriate box below and fill in the dollar amount to be applied to premium, if one appears.)

☒ 1. We will use \$87,031 of our Escrow Credit to reduce our 2019-2020 premium for renewal of participation **(NOTE: COPY OF MINUTES REQUIRED)**, OR

☐ 2. We will not use any of our Escrow Credit to reduce our 2019-2020 premium for renewal of participation.

Premium shall be due and payable on or before the first day of the agreement period or within thirty (30) days of the date of invoice, whichever is later. OMAG offers three payment plans: annual, semi-annual and quarterly. Payment is due and payable on or before the installment date or within (30) days of the date of the installment invoice, whichever is later. However, interest shall be paid at the rate of ten percent (10%) on the amount of the unpaid balance after the final payment due date.

Failure to pay or for OMAG to receive the premium due on the above stated dates shall result in cancellation and non-coverage for you for the period in which the premium was due, or any extension thereof as a result of your decision to make the installment payments.

8/5/2019
Date

Signature of Authorized Representative

Evette Morris, Mayor
Printed Name and Title

**NOTE : THIS AGREEMENT MUST BE SIGNED AND RETURNED TO OMAG BY
JUNE 15, TO RENEW JULY 1ST.**

(Mail this Agreement, with or without the payment, to OMAG by June 15 at address shown below.)
If payment is mailed after June 15, it must be received at OMAG by July 1st.



AGGREGATE DEDUCTIBLE PLAN INVOICE

Mail Payment to:

OMAG
3650 S. Boulevard
Edmond, Ok 73013-5581

TO: MR. ROGER C. KOLMAN
CITY OF COWETA
P.O. BOX 850
COWETA OK 74429-0850

June 2, 2019

Premium for the Participation in the OMAG Workers'
Compensation Plan for the period of
July 1, 2019 to July 1, 2020

\$191,372.00

AMOUNT DUE

\$191,372.00

This Payment is due by July 1, 2019

Mail payment to address shown above.

NOTE: Unless a due date is stated above, this invoice is due and payable on or before the first day of the agreement period.

OMAG is an Interlocal Cooperation Act Agency of Cities and Towns Providing:
Municipal Liability Protection Plan - Municipal Property Plan - Workers' Compensation Plan



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

Workers' Compensation Classification Codes

MEMBER: CITY OF COWETA

07/01/2019 To 07/01/2020 Payroll Period

Class Code	DESCRIPTION	Payroll	Employees	Volunteers
5611	Street or Road	176,253	7	0
7520	Waterworks Oper	339,938	12	0
7580	Sewage Disposal	30,411	2	0
7710	Firefighters &	1,178,657	21	0
7711A	Firefighters, C	10,244	0	4
7720	Police Officers	968,720	24	0
8391	Automobile Repa	42,934	1	0
8810	Clerical Office	1,074,516	26	0
8831	Animal Control	39,435	2	0
9220	Cemetery Operat	40,213	1	0
9403	Trash, Garbage	176,281	7	0
9410	Municipal or To	27,528	6	0
Grand Total		4,105,130	109.0	4.0



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Memorandum

To: Honorable Mayor and City Council

From: Roger Kolman, City Manager

Re: Resolution No. 2019-27, Election of Trustee to Oklahoma Municipal Retirement Fund Board

Date: July 25, 2019

BACKGROUND

The City of Coweta participates in the Oklahoma Municipal Retirement Fund (OkMRF), entitling the governing body to cast one vote for the vacancy for At-Large Trustee.

Robert Johnston, City Manager for the City of Frederic has been an OkMRF participant for thirty-eight years and is very active in many local government organizations. In 2013, Mr. Johnston was inducted into the Oklahoma Hall of Fame for City and Town Officials. Mr. Johnston has served on the OkMRF Board since 2014.

Upon approval, the resolution will be submitted to the OkMRF, casting a ballot for Robert Johnston for the At-Large Trustee for the OkMRF Board.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 2019-27, casting a ballot for Robert Johnston to serve on the OkMRF Board of Trustees.

ATTACHMENTS:

Resolution No. 2019-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, CASTING A VOTE FOR TRUSTEE OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND (OkMRF) TO FILL THE EXPIRING TERM OF AT-LARGE TRUSTEE REPRESENTING THE ENTIRE MEMBERSHIP.

WHEREAS, no vote can be split or cast in any fraction or part of the whole; and

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Coweta, that its vote for the At-Large Trustee shall be cast for the following nominee:

- ## 1. ROBERT JOHNSTON

AT-LARGE TRUSTEE

END

Evette Morris, Mayor

Approved as to form:

Ronald D. Cates, City Attorney



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Memorandum

To: Honorable Mayor, Members of the City Council

From: Greg Edwards, Fire Chief

Re: Appointment of County Officers

Date: July 12th, 2019

BACKGROUND

The City of Coweta Fire Department receives money through a Wagoner County Fire tax and the money is distributed each month to all 14 fire departments within the county. This money is held and spent through the Wagoner County Clerk's office, separate from the City of Coweta's accounting system. The County's internal control system requires that different people make requisitions for, and receive, the items that are purchased using this tax. The county requires that each department designate two (2) individuals to be purchasing agents and two (2) individuals to be receiving agents.

STAFF RECOMMENDATION

Staff recommends that Greg Edwards (Fire Chief) and Julie Casteen (Assistant City Manager) be appointed as purchasing officers. Staff further recommends that Aaron Culwell (Deputy Fire Chief) and Brian Woodward (Captain) be designated as receiving officers in the use of Wagoner County Fire Tax funds.



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Memorandum

To: Honorable Mayor and City Council

From: Rob Werley, Public Works Director

Date: 5 August 2019

Re: 2020 Ford F150 regular cab truck purchase

BACKGROUND:

Coweta PWA has been replacing our aging fleet over the last few years. We are replacing vehicles over ten (10) years old and over 150,000 miles. I would like to replace a 2003 GMC ½ ton truck with a 2020 Ford F150 ½ ton truck. This truck will be utilized by my Cemetery Sexton.

BENEFITS

The 2003 GMC 1/2 ton truck currently being used has over 225,000 miles on it. It is starting to have numerous mechanical issues as well as paint peeling and rust. To try to repair this vehicle as well as treat the body for rust and repaint it is not worth the cost of the vehicle. Purchasing a new 2020 Ford F150 ½ ton truck would add a reliable vehicle to the PWA inventory.

COSTS

Utilizing the State bid contract I contacted Bill Knight Ford in Tulsa and was quoted the price of \$24,953.00.

STAFF RECOMMENDATION

Funds for this purchase would come from the Capital Improvement Fund, Cemetery-Vehicle, 12-5403-013. Staff recommends approval of purchasing the 2020 Ford F150 truck

ATTACHMENTS

Bill Knight Ford State bid proposal

BILL KNIGHT

FORD

Fleet and Commercial Center

SW035
Category #25101507
Item # 1000009422
Dealer Name: Bill Knight Ford
Make: Ford
NGV-NEW 1/2 Ton Regular Cab
Model F1C

July 23, 2019

Hello Rob ,

We are pleased to offer for your consideration one (1) or more 2020 Ford F150 RC 2WD V8 LWB 2WD 8' BED.

Please see below for your Contract Pricing.

Base price	\$22,612.00
Add 8' BED	291.00
Add Elock rear axle	387.00
Add XL9 3.55 axle	136.00
Add ag vinyl seats 40/20/40	n/c
Add 85h back up alarm	118.00
Add 63s Box Side Steps	308.00
Add t7c at tires 10ply	270.00
Add 67t factory brake controller	266.00
Add 53A Factory Trailer Tow PKG	565.00
Total	\$24,953.00

Lead Time: 16 weeks

Thank you



Greg Herring
Bill Knight Ford Fleet Center
(918) 526-2392 direct line



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Memorandum

To: Honorable Mayor and City Council
From: Chief of Police, Mike Bell
Re: Live Scan Fingerprint Machine
Date: August 5, 2019

BACKGROUND

Currently, the State of Oklahoma requires all police departments to fingerprint certain arrested citizens for specific crimes. There is a list of these crimes kept within the booking area of our department.

Our department also provides fingerprinting service to citizens who require prints to be completed as part of their employment background, or state required background checks. This includes teachers, security guards, law enforcement new hires, communications officers, and weapon permits to name a few.

Our department is currently using the ink and roll method when obtaining these prints, although this is considered an approved method through the State of Oklahoma it is not the most efficient method. Each month we process between 25 to 40 print cards which are mailed into OSBI and then entered into AFIS once reviewed and approved.

The problem with the ink and roll is the officer has no idea if the prints will be accepted until after they are returned from OSBI stating a reason for the rejection. Most often the rejection is due to the print being too light (not readable). For the criminal prints once rejected there is very little inconvenience, but for the citizens who require prints for their background, it requires them to return with new cards and additional cost in order to be reprinted. On the average our department must reprint between 4 to 5 cards per 14 days period.

If allowed to purchase the new LIVESCAN machine, which was included in our 2019-2020 budget, it would eliminate these reprints and inconvenience to our citizens altogether and allow our department to receive instant felony hits on criminals wanted throughout the country. This machine will be purchased through a single-source company and will be in compliance with OSBI, AFIS, FBI, and ANSI/NIST. It allows the officer to print a subject and receive a confirmed compliance on each print before sending it electronically to OSBI.

The system which our department is requesting is the only total unit being used throughout the State of Oklahoma as it comes from a sole source company that has been approved by the FBI, OSBI and the State of Oklahoma. It comes as a total package which you may review of the attached documents describing the total package. Currently Wagoner PD, Sheriff's Office, Broken Arrow and many others in this area utilize the Live Scan machine which they purchase through Idemia with no reported problems.

STAFF RECOMMENDATION

Staff recommends approval of this purchase and allow the City Manager to sign all required documents.

ATTACHMENTS

Agreement



5515 E. La Palma Ave, Suite 100
Anaheim, CA 92807
Tel: (714) 238-2000
Fax: (714) 632-2158

Entity Name:
FEIN:
DUNS Number:

Address:

Phone:
Email:

Order Management:
Name:
Email:
Phone:
Fax:

Accounts Receivable:
Name:
Email:
Phone:

Beneficiary Name:

Bank Name:
Bank Address:

Swift Code:
Bank Account Number:
Bank Routing Number:
Currency:

Send Remittance Advice:

COMPANY DETAILS

IDEMIA Identity & Security USA LLC
04-3320515
969055321

SEND PURCHASE ORDERS TO

5515 E. La Palma Ave, Suite 100
Anaheim, CA 92807
714-238-2000
MTK.orders@idemias.com

CONTACT INFORMATION

Sonia Doner
Sonia.Doner@idemias.com
714-575-2923
714-632-2158

Devangi Stratman
Devangi.Stratman@idemias.com
714-688-3126

REMITTANCE INFORMATION

IDEMIA Identity & Security USA LLC
Attn: Accounts Receivable
5515 E. La Palma Ave, Suite 100
Anaheim, CA 92807

BANK DETAILS FOR ACH/WIRE TRANSFERS

IDEMIA Identity & Security USA LLC

Citibank N.A.
1 Penn's Way
New Castle, DE 19720
CITIUS33
38857368
031100209
USD

MTK.eft.payments@idemias.com



July 2, 2018

RE: Idemia Identity & Security USA LLC: TIN 04-3320515

To Whom It May Concern:

Regarding Idemia Identity & Security USA LLC tax payer identification number and how we must complete a W-9, please be aware of the following:

1. On July 1, 2018, MorphoTrak, LLC merged with and into its affiliate, Idemia Identity & Security USA LLC.
2. As a consequence of this merger, Idemia Identity & Security USA LLC, the surviving company, exclusively uses its TIN. MorphoTrak, LLC, the merging company, as it no longer exists, will cease to use its TIN (33-0154789), and it will be dissolved.
3. Idemia Identity & Security USA LLC is a Delaware limited liability company with TIN 04-3320515.
4. Idemia Identity & Security USA LLC is the operating company which performs all work and holds the bank accounts (thus EFT forms reference Idemia Identity & Security USA LLC TIN 04-3320515).
5. Idemia Identity & Security USA LLC is a single-member limited liability company which is owned by Morpho USA Inc. (TIN 27-4388807). Morpho USA Inc. is strictly a holding company which does not perform work nor enter into contracts directly with customers.
6. For federal tax purposes Idemia Identity & Security USA LLC is treated as a disregarded entity (thus taxes are paid at the owner level).
7. When a single member LLC is treated as a disregarded entity, based on the way the IRS has designed the W-9 form, it must complete a W-9 using the name and taxpayer id number of the owner/corporate parent. In the directions which accompany the W-9 you will see under the name section on page 2 the form makes it clear that a disregarded LLC must use the name of the owner on "Name" line and its own name in the "Business name/disregarded entity name" line: Under the Taxpayer Identification Number section on page 3, a disregarded entity must use the TIN of the owner:

Disregarded entity. Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

8. As such, Idemia Identity & Security USA LLC TIN is 04-3320515 but must complete a W-9 as attached listing the owner's TIN. Idemia Identity & Security USA LLC will not issue an invalid W-9. I urge you to contact your own tax group or the IRS to confirm if you have questions.

Sincerely,

Lauren E. DiGiovine, Legal Counsel, Asst. Secy.

Idemia Identity & Security USA LLC
296 Concord Road - Suite #300
Billerica, MA 01821

T: +1 978-215-2400

F: +1 978-215-2500

www.morphotrust.com

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Morpho USA Inc.

2 Business name/disregarded entity name, if different from above
Idemia Identity & Security USA LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
296 Concord Road, Suite 300

6 City, state, and ZIP code
Billerica, MA 01821

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-					
--	--	--	--	---	--	--	--	--	--

OR

Employer identification number

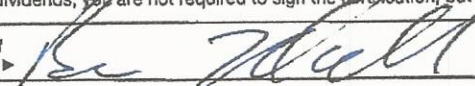
2	7	-	4	3	8	8	8	0	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person  Date **2/5/19**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



5515 East La Palma Avenue
Suite 100
Anaheim, CA 92807

March 5, 2019

Deputy Chief Ron Peterson
Coweta Police Department
PO Box 85
Coweta, OK 74429

Tel: 918.805.3829

Email: rpeterson@cityofcoweta-ok.gov

Reference No. MTOK-L030519-01

IDEMIA is pleased to provide Coweta Police Department with the following proposal for pricing of a IDEMIA LiveScan Station equipped with the accepted standard Oklahoma State Bureau of Investigation (OSBI) software.

IDEMIA's fully integrated LiveScan solution provides Coweta Police Department the following features and benefits:

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- ◆ Digital image capture of upper, lower and writer's palms, slaps and rolls
- ◆ Mug Photo Capture available
- ◆ Full compliance with OSBI AFIS, FBI IAFIS/NGI EBTS and ANSI/NIST image standards
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ All livescan configurations includes on-site installation, training, and 1 year on-site warranty



Desktop



IDEMIA's on-going commitment to customer satisfaction and the delivery of the highest level of support in the industry is demonstrated by our placing resources **in the field** near the customer to provide on-site customer support.

Our standard warranty is 1 Year on-site for both parts and labor. Should Coweta Police Department report a problem, IDEMIA will dispatch a IDEMIA Representative from our Oklahoma City, Oklahoma office to go on-site to resolve the problem as opposed to other vendors who send a "box with a replacement part". We send a highly trained support representative to provide problem resolution. This ensures that Coweta Police Department staff members are not burdened with the added task of "parts replacement".

**IDEMIA has been
the sole provider
of the OSBI AFIS
System since 1993**

Solution Description and Pricing

IDEMIA proposes the equipment and services described in Tables 1 - 2

Tenprint / Palmprint Capture – Cabinet

Table 1. Pricing and Maintenance

Description	Unit Price
IDEMIA LiveScan Station Cabinet Tenprint/Palmprint, including: ♦ IDEMIA LiveScan Station Software ♦ FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology ♦ Computer, 19" Touch screen monitor, keyboard ♦ Ruggedized Cabinet fixed-height with foot pedal for hands free advancement ♦ UPS ♦ Mugshot Capture (Camera, Software, Housing) ♦ Printer Black & White Tenprint Card, Duplexer, +1 additional Tray ♦ Standard OSBI Workflows and Profiles ♦ Installation / On-site Training ♦ Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement ♦ Freight	\$19,864
Less discount for receipt of purchase order by no later than 06/15/2019	(\$1,986)
TOTAL	\$17,878
Annual Maintenance (after initial 1 Year On-site Warranty)	
Annual Maintenance On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	\$2,555

Tenprint/Palmprint Capture - Desktop

Table 2. Pricing and Maintenance

Description	Unit Price
IDEMIA LiveScan Station Desktop Tenprint/Palmprint, including: ♦ IDEMIA LiveScan Station Software ♦ FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology** ♦ Computer, 19" Touch screen monitor, keyboard ♦ Foot pedal for hands free advancement ♦ UPS ♦ Mugshot Capture (Camera, Software) ♦ Printer Black & White Tenprint Card, Duplexer, +1 additional Tray ♦ Standard OSBI Workflows and Profiles ♦ UPS ♦ Installation / On-site Training ♦ Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement ♦ Freight	\$17,337
Less discount for receipt of purchase order by no later than 06/15/2019	(\$1,734)
TOTAL	\$15,603

Description	Unit Price
Annual Maintenance (after initial 1 Year On-site Warranty)	
Annual Maintenance On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	\$2,514

Standard shipping is 30 days after receipt of order, or as otherwise scheduled.

Customer Responsibilities

Agency is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ◆ To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- ◆ Obtaining all required authorizations for connecting to the OSBI AFIS.

Assumptions

In developing this proposal, IDEMIA has made the following assumptions:

- ◆ With the exception of the OSBI AFIS, there are no external interfaces to support which includes but is not limited to records management system, booking system, mugshot system, etc.
- ◆ An inter-agency agreement between OSBI and Coweta Police Department will be in place.
- ◆ Coweta Police Department will provide all necessary communication to connect to OSBI. This includes, but is not limited to hubs, routers, modems, etc.
- ◆ On-site Installation Services will be scheduled after network connectivity to OSBI has been established and verified.

Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted at a firm fixed price based on our current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the *Agency* database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days after the date of the invoice. Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached for your convenience. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

Proposal Expiration: June 30, 2019

Purchase orders should be sent to IDEMIA by electronic mail, facsimile or U.S. mail. Please direct all order correspondence, including Purchase Order, to:

Noemi Islas

IDEMIA

5515 East La Palma Avenue, Suite 100

Anaheim, CA 92807

Email: noemi.islas@idemia.com | Tel: (714) 238-2082 | Fax: (714) 238-2049

We look forward to working with you.

Sincerely,



Michael Kato

Vice President of Public Security, State & Local Government - IDEMIA

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
Software Support 9X5*	Included in Warranty	Available for purchase
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
Hardware Support – On-site 9X5*	Included in Warranty	Available for purchase
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
Software Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
1 Hour Telephone Response	Optional	Optional
Hardware Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
Up to 4 Hours On-site Response	Optional	Optional

*Customer local time

By signing this signature block below, Coweta Police Department agrees to the terms and pricing stated in this proposal for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes IDEMIA, LLC to ship and provide these product and services:

Signature Authorization for Order:

Signature _____

Name _____

Date _____

Total Purchase Price (including any Options): ~~20,433.00~~ 17,878.⁰⁰

Please provide Billing Address:

Check if Billing Address is same as Shipping Address: ☐

Please provide Shipping Address (if different from Billing Address):

212 N. Broadway
Coweta, Oklahoma 74429
ATT: Chief Mike Bell

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

Idemia Identity & Security USA LLC Short Form Sales Agreement

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, California 92807 and _____,

_____ ("Customer"), having a place of business at _____,

_____ enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated _____. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price, Payment and Sales Terms. The Contract Price is U.S. \$_____, excluding applicable sales, use, or similar taxes and freight. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this

Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Idemia Identity & Security USA LLC ("SELLER"):

Signed _____

Name _____

Title _____

Date _____

NAME ("CUSTOMER")

Signed _____

Name _____

Title _____

Date _____

EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term "Licensor" means Idemia Identity & Security USA LLC, ("IDEMIA"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

SECTION 1. DEFINITIONS

1.1 "Designated Products" means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

SECTION 2. SCOPE

IDEMIA and Licensee enter into this Agreement in connection with IDEMIA's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license IDEMIA is providing to Licensee, and Licensee's use of the Software and Documentation.

SECTION 3. GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, IDEMIA grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under IDEMIA's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, IDEMIA will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

SECTION 4. LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of IDEMIA's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by IDEMIA in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to IDEMIA of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to IDEMIA at the time temporary transfer is discontinued.

SECTION 5. OWNERSHIP AND TITLE

IDEMIA, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by IDEMIA or another party, or any improvements that result from IDEMIA's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by IDEMIA in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in IDEMIA, and Licensee will not have any shared development or other intellectual property rights.

SECTION 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTY

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applicable to the particular procuring agency and procurement transaction.

SECTION 10. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain IDEMIA's valuable proprietary and Confidential Information and are IDEMIA's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

SECTION 11. GENERAL

11.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of IDEMIA and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. PREVAILING PARTY. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6 SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.



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Memorandum

To: Honorable Mayor and City Council
From: Chief of Police, Mike Bell
Re: Memorandum of Understanding on School Resource Officer
Date: August 5, 2019

BACKGROUND

In accordance with the current memorandum of understanding with the Coweta School system dated 1 July 2018, each year the school board and city council may renew, extend, or modify the MOU.

This year the city has requested two modifications to the MOU.

Revision 1: "The Schools shall reimburse the City for the SRO at a rate of fifteen thousand per school year and may at its own discretion make two payments of seventy-five hundred within the last 14 days of each semester or one payment within the last 14 days of the school year."

Revision 2: page 5 part 8. "During regular school hours the SRO will make every effort to remain on school property when not needed to support other law enforcement activities. They shall receive permission from a supervisor before extended time away, *"anything over 4 hours shall be considered extended time"*, from school campus.

STAFF RECOMMENDATION

Staff recommends that these modifications be approved and allow the City Manager to sign the updated MOU for the school year of 2019-2020.

ATTACHMENTS

Revised MOU

**SCHOOL RESOURCE OFFICER
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter referred to as the “MOU”) is by and between the City of Coweta, Oklahoma (hereinafter referred to as the “City”) and the Coweta Board of Education (hereinafter referred to as the “Schools”), and replaces any and all prior agreements and understandings between the City (including the Coweta Police Department) and/or the Coweta Public Schools on the subject of school resource officers.

WITNESSETH

WHEREAS, the City and the Schools desire to set forth the duties and responsibilities of the parties with respect to the City’s School Resource Officer Program; and

WHEREAS, the City and Schools desire to create an atmosphere of cooperation toward the common goals of providing a safe learning environment for students, a safe working environment for educational staff, the prevention and reduction of juvenile delinquency and the promotion of positive attitudes regarding the role of law enforcement in society.

NOW, THEREFORE, in consideration of the mutual promises and representations contained herein, the City and the Schools do hereby agree as follows:

SECTION 1. PURPOSE.

The purpose of this MOU is to formalize the relationship between the City and the Schools in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement officers and the youth of Coweta, with the goals aimed toward providing a safe learning environment for juveniles and young adults. This MOU delineates the mission, organization structure, and procedures of the City of Coweta/Coweta Public School Resource Officer Program (hereinafter referred to as the “SRO PROGRAM”) as a collaborative effort between the City and the Schools. The success of the SRO Program relies upon the effective communication between the City’s law enforcement employees, the principal of the schools, and key staff members of the City and Schools.

SECTION 2. TERM.

The term of this MOU shall commence on July 1, 2019 and terminate on June 30, 2020 unless terminated earlier as provided herein. The parties may renew, extend, or modify this MOU by mutual written consent at any time. This MOU may be renewed with the approval of both the City Manager and School Superintendent prior to June 30th each year.

SECTION 3. MISSION, GOALS, AND OBJECTIVES.

The missions of the SRO Program are: the creation and maintenance of a safe and secure learning environment for students, the provision of a safe working environment for educational staff, and the prevention and reduction of school-related violence and offenses committed by juveniles or adults. These missions will be accomplished by efforts, including but not limited to, the assigning of law enforcement officer(s) (SROs) to school facilities.

The goals and objectives of the SRO Program are designed to develop and enhance rapport between youth, law enforcement officers, school administrators and parents. The goals of the SRO Program include, but are not limited to:

1. Establishing a positive relationship between the SRO and the student population and between the SRO and parents, faculty, staff and administrators;
2. Maintaining a safe and secure environment on school grounds;
3. Promoting positive attitudes regarding law enforcement's role in society;
4. Preventing and reducing incidents of school violence, to include bullying; and
5. Reducing criminal offenses committed by juvenile and young adults.

SECTION 4. ORGANIZATIONAL STRUCTURE.

- A. Composition. The City shall assign at least one (1) full-time law enforcement officer(s) to serve as the SRO in the SRO Program. Any law enforcement officer assigned as an SRO will be certified through the State of Oklahoma Council of Law Enforcement and Education and Training Council and must be a member of the Oklahoma School Resource Officer Association. It shall be highly recommended that this law enforcement officer attends any and all training offered through the OSRO program.
- B. Supervision. The day-to-day operation and administrative control of the SRO Program will be a joint and cooperative effort of the City Manager (or his designee the Chief of Police) and the Superintendent of Schools. Responsibility for the conduct of the SRO shall remain with the City, and the Schools acknowledge the SRO remains responsive to the command of the City's Police Department. The SRO is employed and retained by the City, and in no event shall any employee of the City be considered an employee of the Schools regardless of the funding source.
- C. Funding. The SRO Program is subject to availability of funds, which is a budgetary decision of the parties, both parties agree to the following;
 1. The City agrees to train, equip, insure, and provide wages and benefits to the SRO Officer.
 2. The Schools shall reimburse the City for the SRO at a rate of fifteen thousand dollars (\$15,000.00) per school year for the SRO during the regular school week. Such reimbursement may be paid in one installment within fourteen (14) days of the end of the school year or in two equal installments to be paid within fourteen (14) days of the end of each semester. Any overtime compensation is addressed in item #3.

3. Any hours required by the Schools over 40 hours per week shall be arranged with the City Manager or his designee (Chief of Police) prior to the needed services.

SECTION 5. SRO PROGRAM STRUCTURE.

SROs are first and foremost law enforcement officers for the City. SROs shall be responsible for carrying out duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the City. All acts of commission or omission shall conform to the guidelines of the City. Both the City and School officials agree that non-criminal student disciplinary matters shall remain the responsibility of the teachers and administrators, not the SRO. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support School personnel in maintaining a safe school environment.

SECTION 6. DUTIES AND RESPONSIBILITIES.

- A. Schools. The responsibilities of the Schools will include, but not limited to, the following;
1. Provide the SRO with a private, appropriately furnished and climate-controlled office space that can be secured and is reasonably acceptable to the Police Department. This shall include, but not limited to, a desk with drawers, two chairs, filing cabinet for files and records which can be properly locked and secured, a telephone, and computer access. All supplies and other equipment shall be provided by the City.
 2. The SRO is not to be used for regularly assigned lunchroom duties, hall monitors or other monitoring duties. If there is a problem area, the SRO may assist school personnel until the problem is solved.
 3. Provide SRO with reasonable opportunities to address students, teachers, school administrators, and parents about the SRO Program goals and objectives. Administrators shall also seek input from the SRO regarding criminal justice problems relating to students and site security issues.
 4. The principal of each school within the City's school system shall notify the SRO of suspected illegal activity as required by and in accordance with Oklahoma State Statutes, Title 70. Any principal or other staff member within the City's school system who locates a dangerous weapon or drugs in the course of a search shall turn it over to the SRO as required by Oklahoma State Statutes and school policies. The principal may contact the SRO regarding other conduct in accordance with the principal's discretion. In the event the SRO is not available, the principal or staff member shall contact any City police officer for notification of suspected illegal activities or to deliver dangerous weapons or drugs that come into their possession.
 5. When school personnel discover weapons, drugs, alcohol, or other illegal contraband on school property, the SRO shall be notified as soon as reasonably possible. If no juvenile or criminal charges are to be filed and no administrative action is to be taken by the Schools, the contraband shall be confiscated by the SRO according to Police Department policy and properly disposed of by policy. If school personnel take possession of any type of

contraband, said contraband shall immediately be turned over to the SRO as soon as reasonably possible.

6. School personnel shall timely notify the SRO with names of specific individuals who are not allowed on school property and shall notify the SRO of any anticipated parental problems resulting from disciplinary action taken against a student.
 7. Work cooperatively with the City, including but not limited to, the Police Department to make any needed adjustments to the SRO Program throughout the school year.
 8. In situations involving student conduct affecting school property, employees, and visitors the Schools agree to participate with the SRO in conducting a Threat Assessment Review. The review committee will consist of at a minimum, school principal, school counselor, SRO, teacher and student. The parent of the student may also participate if the SRO or School staff feel it will assist the process. This review must be completed within reasonable time of the event. Any reports or paperwork associated with this review will be maintained in the SRO office in case further reviews are required.
 9. Provide to the City, from time to time, copies of all laws, regulations, and school board policies applicable to employees of the Schools, including but limited to, laws, rules, regulations, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises.
- B. City. The City's responsibilities hereunder are delegated to the Coweta Police Department and will include, but not be limited to, the following:
1. Responding to all major criminal occurrences that occur on school property and exercise law enforcement jurisdiction over such incidents.
 2. Assigning the SRO to the Schools and complying with the training requirements for the SRO as established by Federal, State, and Local laws and policies. The Superintendent of Coweta Public Schools will have input in the decision to assign and retain an SRO.
 3. At the request of the principal and whenever practicable, providing the assistance of the police canines (through the K-9 Officers) to assist in searches within the limitations of State and Federal Laws and department policies.
 4. Will advise the School Board regarding the possible presence of criminal gangs and associated criminal gang activities.
 5. Work cooperatively with the Schools to make any needed adjustments to the SRO Program throughout the school year.
 6. Disseminate to the SRO copies of all laws, rules, regulations, and school board policies applicable to employees of the Schools, including but not limited to, laws, rules, regulation, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises that have been provided to the City by the Schools pursuant to Section 6A.9 above.

- C. SROs' (Shift Sergeant). The responsibilities of the SRO shift sergeant will include, but not be limited to, the following:
1. Coordinate work assignments of the SRO.
 2. Ensure the SRO's compliance with the Police Department's directives.
 3. Coordinate scheduling and work hours of the SRO (Vacation, Sick Time, Personal, Court, etc.)
 4. Work with the Schools to make any needed adjustments to the SRO Program throughout the school year.
- D. SRO. The responsibilities of an SRO will include, but not be limited to, the following:
1. Enforce criminal law and protect students, staff and public at large against criminal activity and take appropriate enforcement action on criminal matters as necessary. The SRO shall follow the chain of command as set forth by policies and procedures of the Police Department. Unless notification would interfere with law enforcement operations, the SRO will notify the principal or the principal's designees as soon as reasonably possible concerning any enforcement activity on that principal's school grounds or at that principal's school functions. If an arrest is made, before the officer transports a student, the principal or the principal's designee may give the student papers regarding an educational due process hearing only if, in the officer's professional judgement, such procedure can be accomplished safely.
 2. Complete reports and investigate crimes committed on campus and coordinate whenever practical investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on campus or at school functions.
 3. In situations involving student conduct affecting school property, employees, and visitors the Schools agree to participate with the SRO in conducting a Threat Assessment Review. The review committee will consist of at a minimum, school principal, school counselor, SRO, teacher and student. The parent of the student may also participate if the SRO or School staff feel it will assist the process. This review must be completed within reasonable time of the event. Any reports or paperwork associated with this review will be maintained in the SRO office in case further reviews are required.
 4. Take allowable law enforcement action against intruders and unwanted guests who appear on school property, either at the principal's request or if the officer observes a violation of state law or city ordinance.
 5. If available, the SRO will be present when a principal or the principal's designee conducts an administrative search when the principal or school personnel fear for their safety.
 6. Confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus or involving students at school-related functions.
 7. If provided in advance to the City, comply with all laws, rules, regulations, and school board policies applicable to employees of the Schools, including but not limited to laws, rules,

regulations, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided that the SRO shall under no circumstances be required or expected to act in a manner inconsistent with their duties as a law enforcement officer. The use of confidential school records by the SRO shall be done only with the principal's approval and as allowed by law.

8. During regular school hours the SRO will make every effort to remain on school property when not needed to support other law enforcement activities. They shall receive permission from a supervisor before extended time away, *"anything over 4 hours shall be considered extended time,"* from the school campus.
 9. Prepare presentations on various subjects, such as basic understanding of law, role of law enforcement, anger management, and drug abuse prevention education, and provide these presentations (including lesson plans, if applicable) at the request of school personnel in accordance with the established curriculum. Classroom instruction topics must be approved by the SRO's supervisor and school administrator.
 10. Attend school special events as needed. Off duty assignments are not included.
 11. Be familiar with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc., and may make referrals when appropriate.
 12. Assist the principal and school staff with disciplinary hearings or Threat Assessment Review boards, in which the SRO has knowledge of the incident and/or criminal laws that will assist in the adjudication of the matter.
 13. Conduct patrol activity in and around the schools within the Coweta School District.
 14. The SRO shall follow all orders, policies, and procedures of the Police Department when confiscating liquor, drugs, and paraphernalia from students on school property.
 15. The SRO shall follow Federal and State law, City Ordinances, City policies and procedures, Police Department policies and procedures and directives and orders, and Coweta Public School Board policies. In the event of a conflict between School and City policies, the SRO's conduct shall be controlled by City policy.
 16. The SRO shall not conduct any interviews with the news media concerning a school incident.
- E. Generally. Each party is responsible for the actions and/or omission of their respective employees.
- F. Specifically- City of Coweta. The City's agreement to provide an SRO to the Schools does not constitute or create a special duty to the Schools or any individual, nor shall the City be liable for failure to provide a SRO in any situation.

SECTION 7. ENFORCEMENT.

Although the SRO has been placed in a formal educational environment, the SRO is not relieved of their official duties as a law enforcement officer. The SRO's shall intervene when necessary in the SRO's professional judgement to prevent any criminal act or maintain a safe school environment. Citations shall be issued, and arrests made when appropriate and in accordance with Oklahoma State laws and Department policy. The SRO and/or the Police Department in consultation with the District Attorney's Office will have the final decision on whether criminal charges will be filed.

The City reserves the right to temporarily remove the SRO in the event that additional officers are needed during a critical incident or natural disaster. The City also reserves the right to temporarily remove the SRO for the SRO's safety.

SECTION 8. TERMINATION.

Either party may terminate this MOU, with or without cause, upon sixty (60) days written notice to the other party.

SECTION 9. NOTICE.

Any notice, consent or other communication in connection with this MOU shall be in writing and may be delivered in person, by mail, Emailed, or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile or email, the notice shall be effective when sent. If by mail, the notice shall be effective three (3) business days after being deposited in the United Postal Service addressed appropriately to the intended recipient as follows:

If to the Schools:
Superintendent of Coweta Public Schools
Coweta Board of Education
P.O. Box 550
Coweta, Oklahoma 74429

If to the City:
City of Coweta
c/o Chief of Police and City Manager
310 S. Broadway
P.O. Box 850
Coweta, Oklahoma 74429

SECTION 10. GOOD FAITH.

The parties and their employees agree to cooperate in good faith in fulfilling the terms of this MOU. Unforeseen difficulties or questions will be resolved by negotiation between the parties if resolution cannot be made between the SRO and the principal.

SECTION 11. GOVERNING LAW.

This MOU is governed by the laws of the State of Oklahoma.

(Signature page follows)

NOW, THEREFORE, this MOU has been agreed to by the parties as indicated by the authorized signatures below.

School Superintendent

Evette Morris, Mayor

Chief of Police

City Attorney

City Clerk

BILL KNIGHT

Fleet and Commercial Center

SW035
Category #25101702
Item # 1000009398
Dealer Name: Bill Knight Ford
Make: Ford
NEW Police Pursuit Vehicle
Model Code: K8A

July 10, 2019

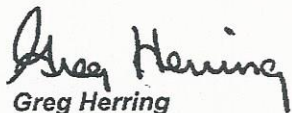
Hello Ron,

We are pleased to offer for your consideration one New ordered 2020 Ford PI Utility AWD

Base Price	\$33,825.00
Add 3.3 Hybrid engine	3,355.00
Add 76d skid plate	318.00
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Add 60a grill wire	49.00
Add 43b courtesy disable	24.00
Add 86t rear taillight housing	57.00
Add 60r noise suppressor	95.00
Total	\$38,480.00

Order lead time: 22 weeks

Thank you


Greg Herring
918) 526-2392 direct line
Bill Knight Ford Fleet Center

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Tulsa, Oklahoma 74133-6197
Phone: 918-526-2397 • Fax: 918-526-2395