

**MEMORANDUM INTERLOCAL COOPERATION AGREEMENT BETWEEN WAGONER COUNTY AND THE  
CITY OF BROKEN ARROW CONCERNING PROVISION OF EMERGENCY LAW ENFORCEMENT RESPONSE  
FOR PARK LANE SCHOOL**

Whereas the City of Broken Arrow, Oklahoma, a municipal corporation, and Wagoner County (parties) are both political subdivisions and agencies as defined by the law of the State of Oklahoma; and

Whereas the parties are authorized by the Interlocal Cooperation Act for the State of Oklahoma to enter this Agreement; and

Whereas the Park Lane Elementary School (School), which is a part of the Broken Arrow Independent School District, is located in the Park Lane Addition to Wagoner County, a location which is outside the boundaries of the City of Broken Arrow, and a location which is within an unincorporated area of Wagoner County; and

Whereas the Wagoner County Sheriff is responsible for providing first response emergency law enforcement services to an unincorporated location within the County, such as the School; and

Whereas, the City of Broken Arrow, through its municipal Police Department, desires to assume that responsibility from the Wagoner County Sheriff.

Therefore, the Parties Agree that the Broken Arrow Police Department will assume the responsibility to provide first response law enforcement services to the Park Lane School. The Parties further agree that Wagoner County sheriff's Office will also respond to those calls for assistance from the school, but that the Broken Arrow Police Department shall have primary responsibility for answering such calls. The Parties further agree that neither party shall be responsible for any acts of negligence by the other party and that neither party agrees to indemnify the other for any damages that are incurred as a result of this agreement.

The Parties agree that the Wagoner County Sheriff's office will still respond, secondarily, to any requests from the school for emergency law enforcement services, and the Wagoner County Sheriff's Office will be responsible for conducting any investigations resulting from such calls for service.

The Parties agree this agreement will continue in effect until such time as one of the parties notifies the other in writing of a desire to terminate the agreement. Such notice of termination must be given at least ten (10 days) prior to the date the termination is to become effective.

The Parties agree that this agreement shall be submitted to the Attorney General of the State of

Oklahoma following the execution hereof by the Parties and shall become effective immediately upon the approval of the Attorney General and upon this agreement being filed in the office of the Wagoner County Clerk.

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Wagoner County, Oklahoma - BOCC Chairman

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City of Broken Arrow, Oklahoma

APPROVED TO FORM AND CONTENT:

\_\_\_\_\_  
Wagoner County District Attorney

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Broken Arrow City Attorney

*Brian C. Byl*  
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Broken Arrow Chief of Police

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Wagoner County Sheriff