

**INTERLOCAL AGREEMENT BETWEEN BROKEN ARROW
PUBLIC SCHOOLS, AND THE CITY OF BROKEN ARROW**

Broken Arrow Public Schools (BAPS), and the City of Broken Arrow, a municipal corporation ("City"), hereby enter into the following Inter-local Agreement, pursuant to 74 O.S. §1001. BAPS provides transportation services and devises other means of access for school children attending school within the district, and for financial reasons needs to alter the transportation program from time to time. Such alterations naturally impact the number of children walking to school, and the routes taken by those children. The city has provided school crossing guard services at several significant intersections between the vehicle traffic programs of the city and the pedestrian traffic patterns created by school children, in order to improve the general public safety at these locations.

The parties believe that significant savings may be accomplished, and a more efficient use of the crossing guards may be achieved if the program is administered by BAPS.

The duration of this Inter-local Agreement is from July 1, 2024 through June 30, 2025, with annual options to renew, contingent upon funding, from year to year thereafter. No separate legal or administrative entity is hereby; all administrative services will be provided by BAPS through BAPS Superintendent or a designee. The City shall pay BAPS the sum of Thirty-Two Thousand Dollars (\$32,000.00) per school year to be paid in the monthly payments of five (5) consecutive payments of \$3,555.56 and thereafter four (4) consecutive payments of \$3,555.55 for a total of nine (9) payments per school year. Payments will be submitted and approved at the end of the month to BAPS after services have been rendered. BAPS will use this sum and such additional monies as BAPS may budget for the hiring, training, and supervision and the equipping of three (3) school crossing guards at various sites within the City, serving BAPS within the City as determined by BAPS. The city agrees to provide basic training of new guards, as the need for such training becomes apparent to the parties hereto. Such training shall be without charge. For any month where in-person learning is suspended for at least 30 consecutive days, the City shall not be required to pay BAPS for said time period. Intermittent suspensions of in-person learning that are less than 30 consecutive calendar days shall not require any reimbursement herein.

It is understood by all parties that school crossing guards are not police officers and have no police powers. The school crossing guards may wear safety equipment or uniforms, which provide for appropriate recognition and protection of the school crossing function but shall not wear any item that attempts to wrongly identify the school crossing guard as a police officer.

In the event that either party desires to terminate this Inter-local Agreement, the party desiring to terminate will notify the other party with reasonable promptness after the decision has been made. Such decisions will normally take place before June 30 of each calendar year as the result of changes in governmental priorities and budgetary concerns.

All personal property acquired by BAPS in the implementation of this program shall be the sole and separate property of BAPS, acquired, held, and disposed of at its sole discretion.

This agreement shall be governed by the laws of the State of Oklahoma.

Approved as to Form



Assistant City Attorney

The City of Broken Arrow

City Manager

Attested:

City Clerk

President, Board of Education
Broken Arrow Public Schools

State of Oklahoma)
)ss.
County of Tulsa)

A foregoing instrument was executed before me this ____ day of _____ 2024, by
_____ the Board President of Broken Arrow Public Schools.

Witness my hand and the official seal affixed the day and year first above written.

My Commission Expires:

Notary Public