INTERLOCAL AGREEMENT BETWEEN THE BROKEN ARROW SCHOOL DISTRICT AND THE CITY OF BROKEN ARROW

Independent School District #3 of Broken Arrow, Oklahoma, a/k/a Broken Arrow School district ("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 patterns 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 August 1, 2015 through June 30, 2016, with annual options to renew, contingent upon funding from year to year thereafter. No separate legal or administrative entity is created hereby; all administrative services will be provided by BAPS through Broken Arrow Public Schools' Superintendent or a designee. The City shall pay BAPS the sum of Thirty Two Thousand Dollars (\$32,000.00) within thirty (30) days of the execution of this Interlocal Agreement. BAPS will use this sum and such additional monies as BAPS may budget for the hiring, training, supervision and the equipping of seven school crossing guards at various sites within the City, serving the Broken Arrow Public Elementary Schools 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.

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 considerations.

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	The City of Broken Arrow
Asst.	Sesti Myers City Attorney	City Manager MAYOR
	Attested:	
	City Clerk	
		Cherry J. Keller
		President, Board of Education
		Broken Arrow Public School District
	State of Oklahoma)	
)ss. County of Tulsa)	
	The foregoing instrument was exe	ecuted before me this B day of Luly 2015, by
	Cheryl Kelly School District.	the Board President of the Broken Arrow
	Witness my hand and the officia	al seal affixed the day and year first above
	written. My Commission Expires:	
	8.21.15	Notary Public Aduson

