

# **BROKEN ARROW POLICE DEPARTMENT AND UNION PUBLIC SCHOOLS**

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made and entered into by and between The City of Broken Arrow or Broken Arrow Police Department (“BAPD” herein referred to as “CITY”) and Union Public Schools, (“UNION”), collectively the “Parties”.

The purpose of this MOU is to establish a framework for cooperation between the Parties to enhance school site safety by allowing designated UNION security personnel to assist with traffic direction on roadways adjacent to school property during specified times and events, subject to the conditions and limitations outlined herein; and

WHEREAS, both parties believe that having UNION security personnel at campus sites will benefit both agencies regarding traffic management, an active threat, the day-to-day safety, and/or security issues that occur at schools. With the permission of CITY, UNION personnel can direct traffic streets adjacent to school property before and after school or during special district events; and

WHEREAS, both parties agree that it will be mutually beneficial for BAPD or CITY and UNION to enter into this arrangement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and other promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the parties agree as follows:

### **Scope of Agreement**

This Agreement applies only to public roadways:

- Located within the CITY limits; and
- Under the jurisdiction of the CITY; and
- Immediately adjacent to property owned by UNION.

The Agreement does not authorize UNION personnel to engage in any law enforcement activity or traffic enforcement action.

### **Rights and Responsibilities of BAPD or CITY**

- A. BAPD / CITY shall authorize and coordinate with UNION when traffic direction by UNION security personnel is deemed appropriate by both Parties;
- B. BAPD / CITY will provide guidance and approve training standards for any UNION personnel engaged in traffic direction duties.
- C. BAPD / CITY will retain full law enforcement over all public streets and traffic enforcement matters;

- D. BAPD / CITY will maintain final decision-making authority regarding when and how UNION personnel may assist with traffic matters;
- E. BAPD / CITY will communicate clearly with UNION regarding approved times, locations and procedures for traffic direction.

### **Rights and Responsibilities of UNION**

- A. UNION agrees to assign only properly trained and authorized security personnel to assist with traffic direction, coordinating training with the CITY;
- B. UNION will ensure security personnel wear proper uniforms or identification and follow all safety protocols while directing traffic;
- C. UNION will limit traffic direction activities to times and locations pre-approved by the CITY;
- D. UNION will provide traffic assistance only on roadways adjacent to school property that are within the CITY's jurisdiction, and never on state highways or private roads;
- E. UNION will ensure its personnel understand that they are not acting as law enforcement officers and are not authorized to enforce traffic laws or detain individuals.
- F. UNION personnel assisting under this Agreement shall operate in a support capacity only, and at all times remain subject to the direction and oversight of the CITY when working in a public right-of-way or in connection with CITY-coordinated events.

### **Indemnification**

To the extent permitted by law, each Party agrees to be responsible for its own negligent acts or omissions and those of its officers, employees, or agents arising out of the performance of this Agreement. Each Party agrees to indemnify, defend, and hold harmless the other Party, including its officers, employees, and agents, from and against any and all claims, liabilities, damages, costs, or expenses, including reasonable attorney's fees, to the extent such claims result from the negligent acts, errors, or omissions of the indemnifying Party or its personnel.

Nothing in this Agreement shall be construed as a waiver of any rights, defenses, immunities, or limitations of liability available to either Party under the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., including but not limited to 51 O.S. § 157. This Agreement does not create or expand any liability beyond that authorized by the Act.

This provision shall survive the termination of this Agreement.

### **Term and Termination/Withdrawal**

This MOU shall remain in force until such time as all parties agree to terminate the agreement, which may be done only by written notice or agreement. This MOU may be amended from time to time only by mutual written agreement of the parties. Any amendments will become part of this MOU as attachments. Either party may terminate the agreement upon (60) days prior written notice to the other party.

## Legal Relationship of the Participants

The relationship among all participating parties in the effort described in this Agreement is not that of partners or joint ventures and nothing in this Agreement shall be deemed to constitute or create an association, partnership or joint venture among them or any agency or employer-employee relationship. No party is granted, nor shall it represent that it has been granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of another party, or bind another party in any manner.

This Agreement shall not be interpreted to create a legal duty owed by either Party to the other, or to third parties, beyond those duties that otherwise exist by law. Each Party remains responsible for the actions of its own officers, employees, or agents.

## General Provisions

**Amendments:** No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

**Severability:** If any provision is held invalid or unenforceable, the remainder of the Agreement shall remain in effect.

**No Assignment:** Neither Party may assign its obligations under this Agreement without prior written consent.

## Acknowledgements

As the authorized representative for my organization, I have read this Memorandum of Understanding. I agree that the MOU accurately describes the roles of the parties and that the MOU constitutes the sole agreement amongst the parties with respect to the terms contained herein.

IN WITNESS WHEREOF, the parties have entered into this MOU at Tulsa, Oklahoma, on the 9 day of June, to be effective June 9, 2025.

**UNION PUBLIC SCHOOLS (UNION)**

**City of Broken Arrow, OKLAHOMA**

By:



Printed Name:

Joey Reyes

Title:

President, Board of Education

Attest:



Board Clerk: Heather McAdams

By:

Mayor

Attest:

City Clerk

Approved as to Form:

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Assistant City Attorney