

**INTERLOCAL AGREEMENT BETWEEN THE UNION
SCHOOL DISTRICT, AND THE CITY OF BROKEN ARROW**

Independent School District #9 of Tulsa, Oklahoma, a/k/a Union School District ("Union"), and the City of Broken Arrow, an Oklahoma Municipal Corporation ("City"), hereby enter into the following Interlocal Agreement, pursuant to 74 O.S. §1001. Union 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 Union.

The duration of this Interlocal Agreement is from August 1, 2016 through June 30, 2017, with annual options to renew, contingent upon funding, from year to year thereafter. No separate legal or administrative entity is hereby created; all administrative services will be provided by Union through Union's Superintendent or a designee. The City shall pay Union the sum of Three Thousand Six Hundred Dollars (\$3,600.00) within thirty (30) days of the execution of this Interlocal Agreement. Union will use this sum and such additional monies as Union may budget for the hiring, training, and supervision and the equipping of three school crossing guards at various sites within the City, serving the Union Elementary Schools within the City as determined by Union. 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.

It is further understood by all parties that this Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the City and Union or its officers, employees, contractors or representatives for any purpose. Union understands that all persons furnishing services in implementing this Agreement are employees, independent contractors and volunteers, solely of Union.

In the event that either party desires to terminate this Interlocal 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 30th of each calendar year as the result of changes in governmental priorities and budgetary concerns.

All personal property acquired by Union in the implementation of this program shall be the sole and separate property of Union, 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



Assistant City Attorney

City Manager

Attested:

City Clerk

President, Board of Education
Union School District

State of Oklahoma)
)ss.
County of Tulsa)

A foregoing instrument was executed before me this ____ day of _____ 2016, by
_____ the Board President of the Union School District.

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

My Commission Expires:

Notary Public