

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 6.22.21

Contract/Agreement Vendor: City Of Broken Arrow

Name of Vendor
John Walls 918.451.8200

Contact Person Phone Number

1101 N 6th St

Address

Broken Arrow OK 74012

City State Zip

JWalls@BrokenArrowOK.Gov

Email address

Aug 1st 2021 - June 30th, 2022

Date of services

IS THIS A NEW VENDOR? IF SO, PLEASE PROVIDE : W9 _____ And _____

Vendor Registration

Person Submitting Contract/Agreement for Review: Derek Blackburn ESC

Name Site

Reason for Review: (New Agreement, Renewal...): Renewal

Audience/Group to benefit from Contract/Agreement: _____

Routing Approval: PLEASE SEND TO APPROPRIATE LEADERSHIP TEAM MEMBER BEFORE SENDING TO STACIE CHASE

Principal **and** Director or Administrator: 

Signature

Does this Contract/Agreement utilize technology? No Yes

Has it been reviewed by the Chief Technology Officer? No Yes

If yes, Approved by: _____

(Signature) Technology /Approval

Leadership Team Member: _____

Signature

Funding Source: _____

Description OCAS Coding

- Process: **PLEASE FOLLOW ALL STEPS**
1. The Contract/Agreement is reviewed and approved by site Principal/ Director/ Administrator.
 2. If Technology related, the Contract/Agreement is reviewed and approved Technology.
 3. Prepare Board Agenda Memorandum and attach to Contract/Agreement.
 4. Begin the requisition process and place a comment in the Notes section that says, "Please hold req pending board approval on _____"
Date of Board Meeting
 5. Attach this form with Contract/Agreement and Board Memo
 6. **The appropriate Leadership Team Member will review and submit to the Contract Committee**
 7. Keep copy for your records

*The Contract/Agreement should be received **at least 2 weeks prior** to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:30a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Stacie Chase. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.*

MEMORANDUM

To: Dr. Janet Vinson

From: Karla Dyess

Date: 6.22.21

Re: City Of Broken Arrow- Crossing Guards

SUBJECT

Accept and approve the renewal inter- local agreement between Broken Arrow Public Schools and the City of Broken Arrow for school crossing guard services from August 1, 2021 through June 30, 2022. Total amount paid to the district is \$32,000.00. D. Blackburn

ENCLOSURE/ATTACHMENTS

See Attachments

SUMMARY

The inter-local agreement between the District and the City of Broken Arrow will provide funding for school crossing guard services at several significant intersections; providing safety for the children of the District. Services are from August 1, 2021 through the end of the school year. The City of Broken Arrow shall pay BAPS the sum of \$32,000.00 within thirty days of the execution of this inter-local agreement. BAPS will use this sum and such additional monies as BAPS may budget for the hiring, training, supervision, and the equipping of school crossing guards at various sites within the city serving the District. The city agrees to provide basic training of new guards, as the need for such training becomes apparent, without charge to the District.

FUNDING

No Cost to the district

RECOMMENDATION

Approve

**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 August 1, 2021 through June 30, 2022, 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.

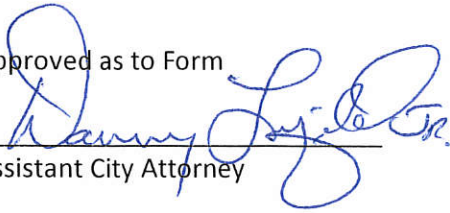
It is understood by all parties that school crossing guards are not police officers, and have no police powers. The school crossing guards may wear safety equipment or uniforms, which provide for appropriate recognition and protection of the school crossing function, but shall not wear any item that 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 _____ 2021, 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