

**INTERLOCAL AGREEMENT
BETWEEN CLINTON PUBLIC SCHOOLS AND
THE CITY OF CLINTON FOR IMPLEMENTATION AND OPERATION
OF A SCHOOL RESOURCE OFFICER PROGRAM**

This Agreement is entered into this _____ day of August 2022, between the City of Clinton, a municipal corporation, hereinafter referred to as "CITY" and Independent School District No. 99 of Custer County, Oklahoma a/k/a Clinton Public Schools, hereinafter referred to as "CPS". Together, CITY and CPS shall be referred to as the "Parties".

WHEREAS, the City of Clinton is a charter municipality vested with the power to enter into contracts by Title 11, Section 22-101 of the Statutes of the State of Oklahoma, and CPS is an independent school system with the powers of a corporation, including the authority to contract, by Title 70, Section 5-105 of the Statutes of the State of Oklahoma.

WHEREAS, CPS and CITY have jointly considered and studied the needs of the school district and the City of Clinton and believe that implementing and operating a School Resource Officer Program can provide a positive benefit to both the citizens of the City of Clinton and CPS students; and

WHEREAS, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignments, responsibilities, and obligations of the School Resource Officers, the CITY, and CPS; and

WHEREAS, to effectuate the purposes stated above, this Agreement is executed.

NOW, THEREFORE, IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the mutual covenants and agreements contained herein, the parties agree as follows:

I.

TERM OF THE AGREEMENT

1. The term of this Agreement shall be for an initial period of five years, subject to the annual appropriation of funds by the Parties, beginning with the 2023/2024 school year for the Clinton Public Schools. Subject to the appropriation of funds by the Parties, this Agreement shall be renewed automatically for subsequent five-year terms.

11.

SCOPE OF AGREEMENT

1. The CITY and CPS agree to partner to implement and operate a School Resource Officer Program. This Program shall place at least one (1) commissioned Clinton Police Department Officers in schools operated by CPS and equip those officers. The terms of this partnership shall be governed by this Agreement.
2. The CITY shall provide at least one (1) employee, all of which will be certified, commissioned police officers of the City of Clinton Police Department for the School Resource Officer Program to be assigned as to the security of CPS school facilities under the terms of this agreement.
3. The CITY agrees that the vehicles utilized by the School Resource Officers shall be marked, fully equipped Clinton Police Department patrol cars. A marked vehicle will be present at each school while a School Resource Officer is on duty at that location.
4. School Resource Officers will work with CPS personnel on a cooperative basis. In addition to law enforcement functions, the School Resource Officers will be available to provide counseling, education, and public speaking services as requested by CPS administration or its designated agents.

111.

COMPENSATION

1. The CITY and CPS agree to fund the School Resource Officer Program as provided for in this section.
2. As compensation to the CITY for the Services, CPS agrees to pay the CITY the following:
 - a. An annual fee for the period of July 1, 2023, through June 30, 2024, a total of \$35,000.00 per officer per year provided. Payment shall be made quarterly in advance of the Services.
3. The cost of the program shall be reviewed annually prior to the budgeting sessions of both the CITY and CPS. If it is found that the cost of the program has increased the Parties agree to continue to jointly fund the Agreement while negotiating any increased costs. Prior to May 1st of each subsequent one-year term of the Agreement, the CITY shall notify CPS of increased costs of the program, if any, and provide documentation that supports the increase. CITY and CPS personnel shall meet to discuss these projected costs in order to agree on cost-sharing for the subsequent one year term of the Agreement. These meetings shall be held prior to the adoption of both the CITY and CPS budgets for the year.
4. In the event a School Resource Officer is absent due to sick leave, training, subpoena or court appearance, worker's compensation, holiday, vacation, or

emergency, military, or bereavement leave, CPS shall not be relieved of its obligation to pay the entire amount described above. Provided, however, if a School Resource Officer is absent more than five (5) consecutive school days, the School Resource Officer shall be replaced by another Clinton Police Officer qualified to perform the duties of the School Resource Officer or payment shall be reduced on a prorated basis.

In the event that the CITY finds it necessary to reassign one or more School Resource Officers due to a citywide or major emergency for more than five (5) consecutive school days, payment for services shall be reduced on a prorated basis.

IV.

INDEPENDENT CONTRACTOR

1. The CITY is and at all times shall be deemed an independent contractor and shall be wholly responsible for the way CITY performs the services required by the terms of the Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the CITY and CPS or any of CITY's agents or employees. The CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. The CITY, its agents, and employees, shall not be entitled to any rights or privileges of CPS employees, beyond those required for the performance of their School Resource Officer duties, and shall not be considered in any manner to be CPS employees.
2. While CPS will not directly supervise the School Resource Officers in the day-to-day performance of their duties, CPS may provide input to the CITY regarding the personnel assigned under this Agreement. If CPS objects to the assignment of any personnel to its campuses, CPS will review those objections with a designated representative of the CITY for final resolution of the objections.
3. The CITY and CPS will work cooperatively to provide the best working relationship possible between the parties to ensure that the needs of the individual schools, students, principals and school staff, and School Resource Officers are met. This includes meetings between principals and the School Resource Officer supervisor as needed to facilitate scheduling and operation of the program. The Chief of Police will be the point of contact for the CITY for routine questions, scheduling, and day to day operations of the program.

V.

ADDITIONAL PERSONNEL

1. In addition to the School Resource Officers assigned according to Section I, Paragraph 2 above, CPS, at its option, shall have the right to engage off-duty Clinton Police Department (CPD) personnel for special events, sporting events, or other school-related activities as CPS deems necessary. Any off-duty CPD personnel not designated as a School Resource Officer under this Agreement will be considered an CPS employee or independent contractor during the period of engagement to be compensated directly by CPS as arranged between CPS and the off-duty CPD personnel so engaged.
2. In addition to the personnel to be provided by CITY, CPS, at its option, shall have the right to engage personnel to provide private security services, including private security services provided through a private security company. In the event CPS elects to engage private security services either through CPD employees or through a private security service, the private security services will be coordinated with the CPD personnel. Nothing in this Agreement shall create liability on the part of CITY or CPS for personnel hired under this Section.

VI.

GENERAL DUTIES

1. The CITY and CPS Staff have worked together to create a list of general duties for the School Resource Officers which outlines the officers' duties and is hereby incorporated by reference into this Agreement as Attachments "A" and "B".

It is anticipated that, as the School Resource Officer Program is developed over the subsequent terms of this Agreement, it may be necessary to amend Attachments "A" and "B" to better reflect the scope of the general duties for the School Resource Officers. For that reason, the Police Chief of the CITY and the Superintendent of CPS are hereby authorized to make written, mutually agreed upon amendments to Attachments "A" and "B" as necessary to continue to provide a high level of service to the citizens of the City of Clinton.

2. School Resource Officers, during the summer months while school is not in session, shall be assigned by the CPD to complete training and to other police department responsibilities. School Resource Officers shall also be available for events in the schools during the summer upon notice from CPS.

VII.

INSURANCE

1. The CITY shall provide workers' compensation insurance in the amount required by Oklahoma law for all employees engaged in work as a School Resource Officer under this Agreement.

VIII.

TERMINATION AND ASSIGNMENT

1. This Agreement may be terminated by either Party at its sole option and without prejudice by giving sixty (60) days written notice of termination to the other Party.
2. Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other Party to this Agreement.

IX.

DISPUTE RESOLUTION AND VENUE

1. In the event both Parties are unable to jointly resolve a dispute arising from the implementation and operation of the School Resource Officer Program, then the final decision specific to that dispute will be submitted for resolution to the City Manager of CITY and the Superintendent of CPS. In the event the City Manager of CITY and the Superintendent of CPS are unable to jointly resolve any such dispute, then the matter will be submitted within thirty (30) days to a third-party mediator. In the event the mediation is unsuccessful in resolving any dispute arising from the implementation or operation of the School Resource Officer Program, then each party has the option to file suit.
2. All obligations of each party to this Agreement shall be performed in Custer County, Oklahoma. The laws of the State of Oklahoma shall govern the interpretation, validity, performance, and enforcement of this Agreement, and the exclusive venue for any legal proceedings involving this Agreement shall be Custer County, Oklahoma.

X.

NOTICES

1. Any notice to be given by CITY to CPS hereunder shall be deemed to be properly served if deposited in the United States mail, postage prepaid, addressed to: Superintendent, Clinton Public Schools, 1720 Opal, Clinton, Oklahoma, 73601.
2. Any notice to be given hereunder by CPS to CITY shall be deemed to be properly served if the same be deposited in the United States mail, postage prepaid addressed to: Police Chief, City of Clinton, PO Box 1177, Clinton, Oklahoma, 73601 with a copy to the City Manager at the same mailing address.

XI.

SEVERABILITY

1. If any provisions of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions, or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

XII.

HOLD HARMLESS CLAUSE

1. To the extent allowed by law, CPS does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, for any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
2. To the extent allowed by law, CITY does hereby agree to waive all claims against, release, and hold harmless CPS and all of its officials, officers, agents, employees, in both their public and private capacities, for any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
3. It is the intention of both Parties that this mutual hold harmless clause shall be interpreted to mean that each party shall only be responsible for the actions of each party's own employees, officials, officers, and agents. The Parties agree that they have not waived their sovereign immunity by entering into and performing its obligations under this Agreement.

XIII.

ENTIRE AGREEMENT

1. This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an Agreement in writing, signed by both of the parties.

Executed this 13th day of November 2023.

CITY OF CLINTON

CLINTON PUBLIC SCHOOLS


BY _____
David D. Berrong, Mayor


BY  _____
President, Board of Education

ATTEST:

ATTEST:

BY: _____
Amy E. Jones, City Clerk

BY:  _____
Secretary, Board of Education



The seal is circular with a double-line border. The outer ring contains the text "CLINTON PUBLIC SCHOOLS" at the top and "CLINTON, MA" at the bottom. The inner ring contains "SCHOOL DISTRICT NO. 96" at the top and "OFFICIAL SEAL" at the bottom.