

**MEMORANDUM OF UNDERSTANDING AND INTERLOCAL
COOPERATION AGREEMENT BETWEEN THE CITY OF BIXBY, OKLAHOMA AND
THE CITY OF BROKEN ARROW, OKLAHOMA FOR PROJECT MANAGEMENT
SERVICES RELATED TO THE DESIGN OF MINGO ROAD FROM FLORENCE
STREET/111TH STREET TO NEW ORLEANS STREET/101ST STREET**

This Memorandum of Understanding and Interlocal Cooperation Agreement ("Agreement" or "MOU") is entered into by and between the City of Bixby, Oklahoma, an Oklahoma municipal corporation ("Bixby"), and the City of Broken Arrow, Oklahoma, an Oklahoma municipal corporation ("Broken Arrow"). Bixby and Broken Arrow may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties desire to cooperate regarding the planning and design of improvements to Mingo Road from Florence Street/111th Street to New Orleans Street/101st Street, including widening and related roadway improvements (the "Project");

WHEREAS, the Project is expected to benefit both Bixby and Broken Arrow by improving transportation mobility, safety, connectivity, and long-term public infrastructure serving residents, businesses, and the traveling public in both communities;

WHEREAS, Bixby intends to enter into a professional services agreement with a selected professional engineering consultant, for design services related to the Project (the "Design Contract");

WHEREAS, Broken Arrow has staff experience and technical expertise in transportation project management and is willing to provide project management assistance and related support services to Bixby for the design phase of the Project;

WHEREAS, the Parties desire to define their respective roles, responsibilities, limitations, and expectations regarding Broken Arrow's project management assistance during the design phase of the Project;

WHEREAS, Broken Arrow may consider assisting with funding for future construction of the Project, but any such future funding assistance shall require separate approval by the Broken Arrow City Council, appropriation of funds, and a separate written agreement between the Parties; and

WHEREAS, the Parties are authorized to enter into cooperative agreements for governmental services and undertakings pursuant to applicable Oklahoma law, including the Interlocal Cooperation Act, 74 O.S. §§ 1001 et seq., and 74 O.S. § 1008.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations set forth herein, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to establish the framework by which Broken Arrow staff may provide project management, coordination, technical review, and administrative support to Bixby during the design phase of the Project.

This Agreement does not authorize construction of the Project, does not award any construction contract, and does not obligate either Party to fund construction of the Project unless separately approved by the governing bodies of the Parties through a subsequent written agreement.

2. Project Description

The Project generally consists of the design of improvements to Mingo Road from Florence Street/111th Street to New Orleans Street/101st Street. The final scope of design services shall be governed by the Design Contract between Bixby and its selected engineering consultant.

The anticipated design scope may include, without limitation, roadway widening design, drainage design, traffic analysis, water and sanitary sewer design, franchise utility relocation coordination, right-of-way and easement identification, assistance with right-of-way and easement acquisitions, construction plans, cost estimates, permitting support, and preparation of bid-ready construction documents, to the extent included in the Design Contract.

3. Design Contract

Bixby shall be the contracting party with the engineering consultant for the Design Contract.

Unless otherwise agreed in writing:

A. Bixby shall be responsible for procurement, approval, execution, administration, payment, and formal contract management of the Design Contract;

B. Broken Arrow shall not be deemed a party to the Design Contract;

C. Broken Arrow shall not be financially responsible for payment of consultant invoices, additional services, amendments, change orders, reimbursable expenses, or other consultant charges arising from the Design Contract;

D. Broken Arrow shall not have authority to amend, modify, terminate, or waive any provision of the Design Contract; and

E. Bixby shall retain final contractual authority over the consultant, subject to the coordination and review provisions of this Agreement.

4. Broken Arrow Responsibilities

Broken Arrow agrees to provide project management assistance and related support services during the design phase of the Project. These services may include, as staff time and resources reasonably permit:

- A. Assigning one or more Broken Arrow staff members to serve as project management support for the Project;
- B. Participating in project meetings with Bixby, the consultant, utility providers, regulatory agencies, property owners, and other stakeholders;
- C. Reviewing design submittals, plans, specifications, technical memoranda, cost estimates, schedules, right-of-way and easement documents, and related Project documents;
- D. Providing comments and recommendations regarding roadway design, traffic operations, drainage, utilities (both design and relocation coordination), constructability, right-of-way needs, permitting, phasing, and coordination with surrounding public infrastructure;
- E. Assistance with right-of-way and easement acquisitions;
- F. Assisting Bixby in coordinating comments from Broken Arrow departments and staff;
- G. Assisting with review of the consultant's proposed schedule, deliverables, and design milestones;
- H. Assisting with identification of potential construction funding options, assistance with preparation of potential federal grant applications, sequencing, and future intergovernmental coordination;
- I. Assisting with coordination regarding public communication, public meetings, or stakeholder outreach, if requested by Bixby and agreed to by Broken Arrow;
- J. Providing technical information in Broken Arrow's possession that may reasonably assist with the Project; and
- K. Performing such other design-phase project management support services as the Parties may mutually agree in writing.

Broken Arrow's services under this Agreement are intended to support and assist Bixby. Broken Arrow shall not be responsible for the professional engineering judgment, design decisions, errors, omissions, or contractual performance of Bixby's consultant.

5. Bixby Responsibilities

Bixby agrees to:

- A. Serve as the primary contracting entity for the Design Contract;

- B. Select, retain, direct, and pay the consultant pursuant to the Design Contract;
- C. Designate a Bixby representative authorized to coordinate with Broken Arrow and the consultant;
- D. Provide Broken Arrow with copies of the Design Contract, scope of services, schedules, design submittals, invoices, amendments, change orders, meeting materials, correspondence, and other Project documents reasonably necessary for Broken Arrow to perform its support role;
- E. Invite Broken Arrow staff to Project meetings involving design scope, schedule, budget, right-of-way, utilities, public outreach, permitting, construction cost estimates, or material design decisions;
- F. Consider in good faith Broken Arrow's comments and recommendations regarding the Project;
- G. Coordinate with Broken Arrow before approving material changes to the design scope, schedule, Project limits, major design assumptions, or probable construction cost;
- H. Retain final decision-making authority under the Design Contract, except to the extent otherwise agreed in writing; and
- I. Comply with all applicable procurement, contracting, public records, open meeting, budgeting, and municipal requirements applicable to Bixby's approval and administration of the Design Contract.

6. Project Administration

The Parties shall administer this Agreement through designated representatives.

Bixby's initial representative shall be:

Name: Dylan Warner and Nathan Radach
Title: Public Works Director and Asst. P.W. Director
Email: dwarner@bixbyok.gov
Phone: 918-366-0495

Broken Arrow's initial representative shall be:

Name: Charlie Bright
Title: Director of Engineering and Construction
Email: cbright@brokenarrowok.gov
Phone: 918-671-7903

Either Party may change its representative by providing written notice to the other Party.

The Parties do not intend to create a separate legal entity, joint board, or separate administrative entity through this Agreement. The designated representatives shall coordinate administration of the cooperative undertaking.

7. Authority and Limitations

Broken Arrow staff may provide project management support, technical comments, and recommendations, but shall not have authority to bind Bixby, approve consultant invoices, authorize additional services, approve amendments to the Design Contract, direct the consultant to perform work outside the approved scope, or make final design decisions on behalf of Bixby unless expressly authorized in writing by Bixby.

Bixby shall not have authority to bind Broken Arrow to any financial obligation, staffing commitment, construction obligation, right-of-way acquisition, utility relocation, permitting obligation, or future Project funding commitment unless expressly approved by the Broken Arrow City Council and set forth in a separate written agreement.

8. Financial Responsibilities

Unless otherwise agreed in writing:

- A. Bixby shall be responsible for all costs owed to the consultant under the Design Contract;
- B. Broken Arrow shall provide its staff assistance as an in-kind contribution and shall not charge Bixby for Broken Arrow staff time under this Agreement;
- C. Each Party shall be responsible for its own internal administrative, legal, engineering, and staff costs incurred in performing this Agreement;
- D. This Agreement does not establish a joint Project budget, joint fund, or separate Project account; and
- E. This Agreement does not obligate Broken Arrow to contribute funds toward design, right-of-way acquisition, utility relocation, construction, inspection, or any other future Project cost.

Any future financial participation by Broken Arrow in construction or other Project costs shall be subject to all of the following:

- 1. Approval by the Broken Arrow City Council;
- 2. Lawful appropriation and availability of funds;
- 3. Approval of a separate written agreement identifying the amount, timing, permitted use, and conditions of any funding contribution;
- 4. Compliance with applicable public bidding, procurement, contracting, and municipal finance requirements; and
- 5. Any other approvals required by law.

9. Future Construction Funding

The Parties acknowledge that Broken Arrow may consider assisting with funding for future construction of the Project. However, this Agreement is limited to design-phase cooperation and project management assistance.

Nothing in this Agreement shall be construed as:

- A. A pledge of Broken Arrow funds;
- B. A commitment by Broken Arrow to pay any portion of future construction costs;
- C. A commitment by Broken Arrow to acquire right-of-way or easements;
- D. A commitment by Broken Arrow to relocate utilities;
- E. A commitment by Broken Arrow to approve any future construction agreement;
- F. A waiver of Broken Arrow's budgeting, appropriation, or Council approval requirements; or
- G. A representation that funds are currently available or will be appropriated for construction.

10. Consultant Deliverables and Project Documents

Bixby shall require, to the extent legally and contractually permissible, that the consultant provide Broken Arrow access to Project deliverables and documents necessary for Broken Arrow's review and project management assistance.

Bixby shall retain ownership or contractual rights to consultant deliverables as provided in the Design Contract. Bixby shall grant Broken Arrow a nonexclusive right to use, copy, review, and rely upon Project documents for governmental purposes related to planning, design review, future construction consideration, public infrastructure coordination, and related municipal purposes.

Broken Arrow's use of Project documents shall remain subject to any applicable limitations contained in the Design Contract and applicable law.

11. Right-of-Way, Easements, and Utilities

This Agreement does not assign final responsibility for right-of-way acquisition, easement acquisition, utility relocation, utility reimbursement, or related property interests.

During the design phase, the Parties shall coordinate regarding anticipated right-of-way, easement, utility, and access needs. Any future obligations regarding acquisition, relocation, cost-sharing, or ownership shall be addressed in a separate written agreement approved by the governing bodies of the Parties, if required.

12. Public Communication and Stakeholder Coordination

The Parties shall coordinate in good faith regarding public communications, stakeholder outreach, and responses to inquiries concerning the Project.

Unless otherwise agreed, Bixby shall serve as the lead public agency for communications regarding the Design Contract. Broken Arrow may communicate regarding its role, comments, potential future participation, and matters affecting Broken Arrow residents, infrastructure, or municipal interests.

Neither Party shall issue a public statement purporting to bind the other Party to future funding, construction, right-of-way acquisition, or other obligations not expressly approved in writing.

13. Records and Open Records

Each Party shall maintain its own records in accordance with applicable law.

The Parties acknowledge that records related to this Agreement and the Project may be subject to the Oklahoma Open Records Act. Nothing in this Agreement shall require either Party to disclose records that are confidential, privileged, protected from disclosure, or otherwise exempt under applicable law.

To the extent practicable, a Party receiving an open records request for records substantially involving the other Party may notify the other Party before production, but failure to provide such notice shall not create liability or prevent compliance with applicable law.

14. Compliance with Law

Each Party shall comply with all federal, state, and local laws, ordinances, regulations, procurement requirements, public meeting requirements, public records requirements, budgeting requirements, and municipal approval requirements applicable to its own actions under this Agreement.

Bixby shall be responsible for compliance with requirements applicable to the procurement, approval, execution, and administration of the Design Contract.

15. No Indemnification; Governmental Tort Claims Act

Nothing in this Agreement shall be construed as an indemnification, defense, or hold harmless obligation by either Party in favor of the other Party.

Each Party shall be responsible for its own acts and omissions and those of its officers, employees, agents, and representatives, subject to and in accordance with the Oklahoma Governmental Tort Claims Act, 51 O.S. §§ 151 et seq., and other applicable law.

Nothing in this Agreement shall be construed as a waiver of any defense, immunity, limitation of liability, notice requirement, or other protection available to either Party under the Oklahoma Governmental Tort Claims Act or any other applicable law.

16. Insurance

Each Party shall maintain insurance coverage or self-insurance for its own operations as required by law and as determined appropriate by that Party.

Bixby shall be responsible for requiring insurance coverage from the consultant under the Design Contract as Bixby determines appropriate and legally required. Broken Arrow may request that Bixby require the consultant to include Broken Arrow as an additional insured where appropriate and available for Project-related services, but such requirement shall be subject to the terms of the Design Contract and applicable insurance requirements.

17. Employment Status; No Agency

Employees of Broken Arrow providing services under this Agreement shall remain employees of Broken Arrow and shall not be deemed employees, borrowed servants, agents, or representatives of Bixby for employment, payroll, benefits, workers' compensation, supervision, or liability purposes.

Employees of Bixby shall remain employees of Bixby and shall not be deemed employees, borrowed servants, agents, or representatives of Broken Arrow.

Nothing in this Agreement creates a partnership, joint venture, employment relationship, or general agency relationship between the Parties.

18. Term

This Agreement shall become effective upon approval by the governing bodies of both Parties, execution by authorized representatives of both Parties, and completion of any additional approval or filing requirements required by applicable law.

Unless earlier terminated, this Agreement shall remain in effect until the earliest of the following:

- A. Completion of the design phase of the Project;
- B. Execution of a subsequent agreement superseding this Agreement;
- C. Mutual written agreement of the Parties to terminate this Agreement; or
- D. Termination as provided herein.

19. Termination

Either Party may terminate this Agreement for convenience upon thirty (30) days' written notice to the other Party.

The Parties may also terminate this Agreement immediately by mutual written agreement.

Upon termination:

- A. Broken Arrow shall have no further obligation to provide project management assistance;

- B. Bixby shall remain responsible for its obligations under the Design Contract;
- C. Each Party shall remain responsible for obligations incurred by that Party before the effective date of termination;
- D. Each Party shall retain its own records in accordance with applicable law; and
- E. No jointly owned real or personal property shall be disposed of because this Agreement does not create or acquire jointly owned property unless separately agreed in writing.

20. Property

The Parties do not anticipate acquiring, holding, or disposing of jointly owned real or personal property under this Agreement.

Any future acquisition, ownership, maintenance, or disposition of real property, easements, right-of-way, infrastructure, equipment, or other property shall be addressed in a separate written agreement, if necessary.

21. Amendments

This Agreement may be amended only by a written instrument approved by the governing bodies of both Parties and executed by authorized representatives of both Parties.

No verbal statement, email, meeting discussion, staff-level approval, or course of conduct shall amend this Agreement or bind either Party to obligations not stated herein.

22. Notices

Any notice required under this Agreement shall be in writing and delivered by personal delivery, certified mail, recognized overnight delivery service, or email with confirmation of receipt to the following:

For Bixby:

City of Bixby City Manager/City Attorney
Attn: City Clerk
Address: 110 N. Cabaniss Ave. Bixby, OK, 74008
Email: sduran@bixbyok.gov

For Broken Arrow:

City of Broken Arrow
Attn: City Manager/City Attorney
220 South First Street
Broken Arrow, Oklahoma 74012

Either Party may change its notice information by written notice to the other Party.

23. No Third-Party Beneficiaries

This Agreement is entered into solely for the benefit of Bixby and Broken Arrow. Nothing in this Agreement shall be construed to create any right, claim, cause of action, or third-party beneficiary status in favor of any consultant, contractor, subcontractor, utility provider, property owner, resident, business, member of the public, or other person or entity.

24. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Oklahoma.

Venue for any action arising from this Agreement shall be in a court of competent jurisdiction in Tulsa County, Oklahoma, unless otherwise required by law.

25. Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding Broken Arrow's design-phase project management assistance for the Project and supersedes all prior discussions, negotiations, representations, or understandings regarding the same subject matter.

This Agreement does not supersede any separate written agreement between the Parties unless expressly stated in such agreement.

26. Counterparts and Electronic Signatures

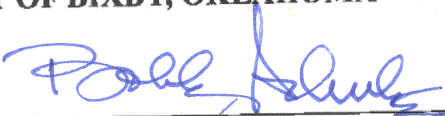
This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. Electronic or scanned signatures shall be treated as originals to the fullest extent permitted by law.

27. Authority to Execute

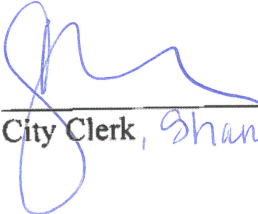
Each person signing this Agreement represents that he or she has been duly authorized to execute this Agreement on behalf of the Party identified below.

[SIGNATURE PAGE FOLLOWS]

CITY OF BIXBY, OKLAHOMA

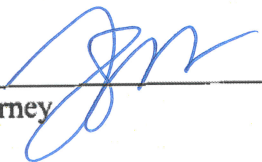
By: 
Name, Title Bobby Schmitt, Acting Mayor
Date: July 9, 2026

ATTEST:


City Clerk, Shannon Duran



APPROVED AS TO FORM:


City Attorney

CITY OF BROKEN ARROW, OKLAHOMA

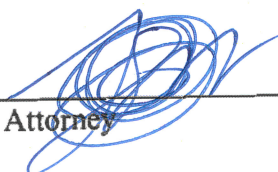
By: _____
Michael Spurgeon, City Manager

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

 D. Graham Parker
City Attorney