

MUTUAL AID AGREEMENT BETWEEN CITY OF BROKEN ARROW AND THE CITY OF COWETA FOR BUILDING INSPECTION SERVICES

This Agreement is entered into between the City of Broken Arrow, a municipal corporation (Broken Arrow); the City of Coweta, a municipal corporation (Coweta).

RECITALS:

Whereas, both parties are in the business of providing protection to public property and the citizens within their respective city limits to ensure that structures are safe, sanitary and fit for occupation and use; and

Whereas, it is mutually beneficial for the parties to assist each other in the provision of public services in order to adequately protect the public; and

Whereas, it is mutually beneficial and advantageous to each party to be able to share its manpower and expertise in times of need.

Now therefore, Broken Arrow and Coweta, each in consideration of the terms, covenants, and conditions herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party, hereby agree as set forth below.

AGREEMENTS:

1. PURPOSE

The above recitals are incorporated herein by reference as if set out fully. The purpose of this Agreement is to facilitate, enhance and formalize cooperation and efforts between the parties in providing mentoring, and training opportunities for building inspection services to public property and the citizens within their respective city limits to ensure that structures are safe, sanitary and fit for occupation and use.

2. DURATION

This Agreement shall be effective as of March 19, 2024 and shall commence for a term of (12) twelve months up on the day of execution and shall reserve the option for renewal of (3) three consecutive one year terms.

3. REQUESTS FOR ASSISTANCE PROCEDURES

Both Cities shall make every effort to hire and maintain a workforce adequate to serve the needs of their respective communities. This agreement shall not serve to provide or supplement the inspection workforce of either municipality.

Either City is entitled to request assistance from the other City and the City receiving the request shall be obligated to respond thereto, provided however, if in the opinion of the City's Community Development Director, it is impossible to respond to the request on the basis of other conditions within the responding City's fence line, or because of improperly working equipment lack of manpower or any other condition determined to be, in the sole judgment of the Community Development Director, too dangerous or hazardous to its personnel and/or the inhabitants of its own City, the responding City shall not be obligated to provide the assistance contemplated herein. Upon determining that the responding City

cannot assist the requesting City, the responding City shall immediately notify the requesting City in the mode that is the quickest and most efficient under the circumstances at that time.

Upon the responding City assisting the requesting City, both parties understand and agree that the requesting City shall remain in full command of the management of the inspections with the exception that the Community Development Director from the responding City shall remain in charge of its own manpower and equipment.

4. EMPLOYMENT STATUS

City of Broken Arrow's personnel shall remain employees of Broken Arrow. Broken Arrow shall continue to provide salaries, insurance and other benefits to its personnel/employees in its regular manner. City of Coweta's personnel shall remain employees of Coweta. Coweta shall continue to provide salaries, insurance and other benefits to its personnel/employees in its regular manner. No separate administrative structure is required nor separate funding required, therefore no joint board is required to be created. No joint employment is created. No separate organization shall be created hereunder, nor shall any real or personal property be transferred between the parties, nor shall there be any joint financing, therefore no provisions for disposal of real or personal property upon termination is necessary.

5. PROPERTY

Each City shall pay their own expenses and assume the risk of damage to their own equipment, including injury to their own men and including damages or injury to third parties and/or property. Neither City shall demand or receive compensation from the other for the assistance provided. Further, each City agrees to hold the other harmless from liability that may occur due to the conduct of each respective City's equipment and manpower.

6. LIABILITIES

Liability for the conduct of City of Broken Arrow personnel shall remain the responsibility of the City of Broken Arrow. Liability for the conduct of City of Coweta personnel shall remain the responsibility of the City of Coweta. The rights, duties and obligations under or arising from this Agreement shall not be assigned by any of the parties hereto without express written consent of the other parties to the Agreement.

Each City shall provide their own liability insurance and worker's compensation insurance and retirement benefits and other accidental insurance coverage deemed appropriate to protect their respective personnel and/or equipment.

7. SETTLEMENT OF DISAGREEMENTS

In the event of any disagreement(s) as to the administration of this Agreement, the City Manager of Broken Arrow and the City Manager of Coweta on behalf of their respective jurisdictions and as administrators of this Agreement shall resolve the disagreement(s).

8. AUTHORIZATION TO EXECUTE

By executing this Agreement, the signors of this Agreement affirm that they are authorized by their respective Boards, Councils or Governing Bodies to execute the same and that they have, in fact, obtained all necessary approvals and authorizations therefore to execute and enter into this Agreement for their respective Councils, Boards or Governing Bodies.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter set forth.

City of Broken Arrow

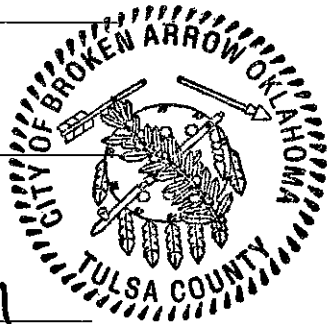
By: Kenneth D. Schwalb
ACTING City Manager

Date: 05-29-24

Attest:
[Signature]
City Clerk

Approved as to Form:

[Signature]
City Attorney



City of Coweta

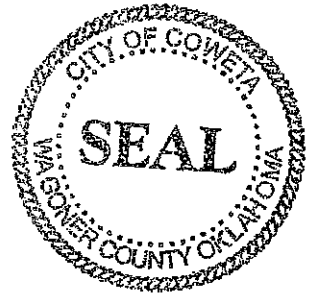
By: Julie Caswell
City Manager

Date: 5/6/2024

Attest:
M. Kilgore
City Clerk

Approved as to Form:

[Signature]
City Attorney



Broken Arrow City Council ~~Ratified~~:

By: _____
Mayor

City Clerk

By: [Signature]
mayor