

MUTUAL AID AGREEMENT BETWEEN CITY OF BROKEN ARROW AND THE CITY OF BIXBY FOR INFORMATION TECHNOLOGY SERVICES

This Mutual Aid Agreement ("Agreement") is entered into between the City of Broken Arrow, a municipal corporation, hereinafter referred to as "Broken Arrow," and the City of Bixby, a municipal corporation, hereinafter referred to as "Bixby" (collectively, the "Parties").

RECITALS:

Whereas, the Parties recognize the mutual benefits of cooperation and resource sharing to enhance the efficiency and security of municipal operations; and

Whereas, Broken Arrow possesses expertise and resources in information technology (IT) services, including network systems management, cybersecurity, and IT infrastructure assessment; and

Whereas, Bixby requires temporary assistance with IT services, including but not limited to system access management, documentation, and recommendations for addressing technical debt; and

Whereas, the Parties desire to formalize their cooperation through this Agreement to provide mutual aid in the provision of IT services under the terms and conditions set forth herein;

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

AGREEMENTS:

1. PURPOSE

The purpose of this Agreement is to establish a framework for Broken Arrow to provide IT services to Bixby, including but not limited to system access management, network security, system documentation, and infrastructure assessment, to ensure the continuity and security of Bixby's IT operations.

2. SCOPE OF SERVICES

Broken Arrow agrees to provide the following IT services to Bixby, as needed and mutually agreed upon:

- a. System Access Management: Removal or modification of system access for personnel, including manual updates to servers, systems, and network appliances.
- b. Cybersecurity Support: Examination and securing of Bixby's IT systems, including SCADA networks and architecture, to ensure compliance with best practices.
- c. System Documentation: Creation of initial system documentation and network diagrams for Bixby's IT infrastructure, where such documentation is absent or incomplete.

- d. Infrastructure Assessment: Development of a prioritized list of recommendations to address technical debt, including end-of-life software and systems, to guide Bixby's future IT investments.
- e. Hiring Assistance: Optional assistance in interviewing and evaluating candidates for Bixby's senior IT position, upon Bixby's request.
- f. Additional Services: Other IT-related services as mutually agreed upon by the Parties, including the deployment of additional Broken Arrow IT personnel with specialized expertise as needed.

3. TERM

This Agreement shall commence on June 16, 2025 and continue until June 16, 2026 or terminated as provided herein. The Agreement may be extended or terminated by mutual written consent of the Parties.

4. RESPONSIBILITIES OF BROKEN ARROW

- a. Provide qualified IT personnel, including but not limited to network systems managers, cybersecurity engineers, and network engineers, to perform the services outlined in Section 2.
- b. Track and document all time and resources expended on behalf of Bixby, providing detailed reports to Bixby upon request.
- c. Perform services in a professional manner, adhering to industry standards and applicable laws.
- d. Coordinate with Bixby's designated IT staff, such as the City Manager or other representatives, to ensure effective delivery of services.

5. RESPONSIBILITIES OF BIXBY

- a. Provide access to necessary systems, facilities, and personnel to enable Broken Arrow to perform the agreed-upon services.
- b. Designate a primary point of contact, such as the City Manager or IT staff, to coordinate with Broken Arrow's personnel.
- c. Reimburse Broken Arrow for reasonable costs incurred, as outlined in Section 6, if applicable.
- d. Promptly communicate any changes in needs, priorities, or system access requirements to Broken Arrow.

6. COMPENSATION

- a. Unless otherwise agreed, services provided under this Agreement shall be rendered as mutual aid without expectation of monetary compensation.

- b. If specific costs are incurred by Broken Arrow (e.g., overtime, travel, or specialized equipment), Bixby agrees to reimburse such costs, provided they are pre-approved in writing by Bixby's City Manager or designee.
- c. Broken Arrow shall provide an itemized invoice for any reimbursable costs, and Bixby shall remit payment within thirty (30) days of receipt.

7. LIABILITY AND INDEMNIFICATION

- a. Each Party shall be responsible for its own acts and omissions and those of its employees, agents, or representatives in the performance of this Agreement.
- b. To the extent permitted by law, Bixby agrees to indemnify and hold harmless the City of Broken Arrow from any claims, damages, or liabilities arising from its own negligence or willful misconduct in connection with this Agreement.
- c. Neither Party shall be liable for any indirect, incidental, or consequential damages arising from the performance of this Agreement.

8. TERMINATION

- a. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party.
- b. Upon termination, Broken Arrow shall provide Bixby with all completed documentation and reports generated under this Agreement.
- c. Any outstanding reimbursable costs shall be settled within thirty (30) days of termination.

9. CONFIDENTIALITY

- a. Broken Arrow to the extent allowed under the Oklahoma Open Records Act 51 O.S. Section 24A.1 et seq. agrees to treat all sensitive information obtained from Bixby, including system access credentials and network configurations, as confidential and to use such information solely for the purposes of this Agreement.
- b. Upon termination of this Agreement, Broken Arrow shall return or destroy all confidential information, as directed by Bixby.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Any disputes arising under this Agreement shall be resolved in a court of competent jurisdiction in Tulsa County, Oklahoma.

11. AMENDMENTS

This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes all prior agreements, whether written or oral.

13. NOTICES

All notices required under this Agreement shall be in writing and delivered to the following addresses:

City of Broken Arrow: City Manager Michael Spurgeon, mspurgeon@brokenarrowok.gov, 220 South First Street, Broken Arrow OK 74013

City of Bixby: City Manager Joey Wiedel, jwiedel@bixbyok.gov, 111 N. Cabaniss Ave, Bixby OK 74008

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

City of Broken Arrow

City of Bixby

By: Michael Spurgeon
City Manager

Date: 6/16/2025

Attest:

Curtis Green
City Clerk



Approved as to Form:

Trevor Dennis
City Attorney

By: Joey Wiedel
City Manager

Date: 7/9/2025

Attest:

Shannon Duran
City Clerk



Approved as to Form:

[Signature]
City Attorney

Broken Arrow City Council Ratified:

Bixby City Council Ratified:

By: _____
Mayor

By: _____
Mayor

