

MEMORANDUM OF UNDERSTANDING

August 26, 2025
Broken Arrow Municipal Authority
220 South 1st Street
Broken Arrow, OK 74012

Re: Memorandum of Understanding — Green Waste Mulch Site

Broken Arrow Municipal Authority (“Regional Partner”):

This Memorandum of Understanding is intended by the parties to serve as a foundation for a cooperative and mutually beneficial working relationship between the parties regarding the use of the City of Tulsa Mulch Site by the Regional Partner’s municipal vehicles. The Tulsa Authority for the Recovery of Energy (“TARE”) maintains a permanent location for commercial and residential drop-off of green waste at 2100 North 145th East Avenue (“Mulch Site”). Regional Partner desires to pay for the Broken Arrow municipal drop-offs. This Memorandum of Understanding is referred to as the “MOU.”

I. *Services Provided by TARE.*

- A. ***Drop-Off Service:*** TARE shall accept green waste drop-off at the Mulch Site from Regional Partner’s municipal vehicles in the same manner as it accepts green waste from commercial entities.
- B. ***Accounting:*** TARE will maintain an accounting of the billed amount for green waste drop-off by Regional Partner’s municipal vehicles. The billed amount will be based on the same fee charged to commercial entities for drop-off service. As of the date of this MOU, the fee is \$5.28 per cubic yard.
- C. ***Monthly Billing:*** TARE will invoice Regional Partner (through the City of Tulsa’s utility billing system) for the municipal green waste drop-off by Regional Partner’s municipal vehicles on a monthly basis. Billing will be sent to:

General Services
Attn: General Services Director
485 North Poplar Avenue
Broken Arrow, OK 74012

II. *Payment Obligations of Regional Partner*

- A. ***Timely Payment:*** Regional Partner agrees to provide payment in full within 30 days of the date the City of Tulsa utility bill is mailed to Regional Partner. If payment is not received within 30 days, a one and a half percent (1.5%) late fee will be assessed to Regional Partner.
- B. ***Disputed Payments:*** If Regional Partner disputes any portion of the monthly charges, Regional Partner agrees to pay the same in full within 30 days of the date the City of Tulsa

utility bill is mailed and provide a written notice of the dispute. The parties commit to work cooperatively to resolve any dispute.

III. *Miscellaneous Terms and Provisions of this MOU.*

The term of this MOU shall commence on the Effective Date (defined below) and shall continue thereafter until properly terminated. Either party may terminate this MOU upon thirty days' advance written notice provided to the other party; however, the terminating party agrees to work cooperatively with the non-terminating party to facilitate the conclusion of services.

Neither party nor its officers and employees acting pursuant to this MOU or on behalf of the other party shall be considered employees or agents of the other party.

This MOU contains the entire understanding of the parties hereto with respect to the matters described herein and replaces the 2017 MOU. There are no other agreements (express or implied), representations, or other matters, written or oral, purportedly agreed to or represented to or on behalf of either TARE or the Regional Partner. Nothing herein shall confer any rights or remedies upon any person other than the parties hereto. This MOU, which shall be governed by the laws of the State of Oklahoma and the ordinances of the City of Tulsa, shall inure to the benefit of and shall bind the parties and their respective successors and assigns.

The parties have signed this MOU as of the date hereof, intending to be bound hereby as of _____, 2025 ("Effective Date").

Broken Arrow Municipal Authority

By: _____
Chair

Attest:

Secretary

Approved:

City Attorney

Tulsa Authority For The Recovery Of Energy

By: _____
Christa Patrick, Chair

Attest:

Secretary

Approved:

TARE Counsel