

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BROKEN
ARROW, OKLAHOMA AND THE EARLY SETTLEMENT CENTER FOR MEDIATION
– TULSA PROGRAM**

This Memorandum of Understanding (“MOU”) is entered into on this ____ day of _____, 2026, by and between the **City of Broken Arrow, Oklahoma** (hereinafter “City”), a municipal corporation, and the **Early Settlement Center for Mediation – Tulsa Program** (hereinafter “Program”), a court-connected alternative dispute resolution program administered by Tulsa County, Oklahoma, pursuant to the Oklahoma Dispute Resolution Act, 12 O.S. §§ 1801 *et seq.*

RECITALS

WHEREAS, the Program provides free, confidential, voluntary mediation services to all Oklahomans using trained, court-certified volunteer mediators to resolve disputes outside of court, including small claims, civil matters, neighbor disputes, landlord-tenant issues, code enforcement complaints, family matters, and other community conflicts; and

WHEREAS, the Program serves residents of Tulsa County, including the citizens and businesses of the City of Broken Arrow, and is designed to reduce court caseloads, lower litigation costs, and promote efficient, amicable resolutions; and

WHEREAS, on _____, 2026, the City Council of the City of Broken Arrow adopted Resolution No. _____ authorizing the appropriation of up to Twelve Thousand Dollars (\$12,000.00) to support the Program as a valid public purpose; and

WHEREAS, the parties desire to formalize their cooperative relationship to ensure the continued availability of these valuable mediation services to Broken Arrow residents;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Section 1. Purpose. The purpose of this MOU is to provide financial support from the City to the Program in exchange for the Program’s commitment to maintain and deliver high-quality, no-cost mediation services to Broken Arrow residents and to provide the City with appropriate reporting on program utilization and outcomes.

Section 2. Financial Support. The City agrees to provide the Program with a one-time grant in the amount of Twelve Thousand Dollars (\$12,000.00) to support the Program’s general operations for the period covered by this MOU. Payment shall be made within thirty (30) days of the effective date of this MOU upon receipt of a proper invoice from the Program.

Section 3. Obligations of the Program. The Program agrees to: a. Continue to provide free mediation services to all Broken Arrow residents, businesses, and organizations who request or are referred to the Program; b. Maintain all mediations as confidential in accordance with Oklahoma law and Program policies; c. Provide the City with an annual report (or more frequent

reports upon request) summarizing the number of mediations involving Broken Arrow residents (identified by zip code or self-reported city of residence), types of cases mediated, and general outcomes, without disclosing confidential information; and d. Comply with all applicable state and federal laws, including non-discrimination requirements.

Section 4. Obligations of the City. The City agrees to: a. Timely remit the \$12,000.00 grant as provided in Section 2; and b. Promote awareness of the Program’s services to Broken Arrow citizens through appropriate City channels.

Section 5. Term. This MOU shall be effective upon execution by both parties and shall remain in effect for one (1) year from the date of execution, or through June 30, 2027, whichever is later. It may be extended by mutual written agreement of the parties.

Section 6. Termination. Either party may terminate this MOU upon thirty (30) days’ written notice to the other party. In the event of termination, the Program shall return any unexpended portion of the grant funds attributable to the remaining term.

Section 7. General Provisions. a. This MOU is not intended to create any legally enforceable obligations beyond the payment of the grant funds and the good-faith performance of the services described herein. b. The Program is an independent entity and not an agent or employee of the City. c. This MOU shall be governed by the laws of the State of Oklahoma. d. This MOU constitutes the entire agreement between the parties and supersedes all prior understandings. e. Any modification must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first above written.

CITY OF BROKEN ARROW, OKLAHOMA

By: _____ Name: _____ Title: City
Manager (or Mayor, as appropriate) Date: _____

EARLY SETTLEMENT CENTER FOR MEDIATION – TULSA PROGRAM

By: _____ Name: LeiLani Armstrong Title: Director Date:

Approved as to Form:



City Attorney, City of Broken Arrow