

APPROVED  
12/9/2024

PLEASE RETURN FULLY EXECUTED COPY TO:

TULSA COUNTY CLERK MICHAEL WILLIS  
ATTN: Georgeann Hiebert, Deputy  
218 W. 6TH St. 7th Floor  
TULSA, OK 74119

or by email at:  
[gheibert@tulsacounty.org](mailto:gheibert@tulsacounty.org)

CMF# 20242231

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# MEMO

APPROVED  
12/9/2024



DATE: December 4, 2024

FROM: Matney M. Ellis  
Procurement Director

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

TO: Board of County Commissioners

SUBJECT: Memorandum of Understanding – City of Broken Arrow, Oklahoma

Submitted for your approval and execution is the attached Memorandum of Understanding between the Board of County Commissioners of the County of Tulsa, Oklahoma on behalf of Tulsa County Court Clerk, and The City of Broken Arrow for lease of an office space located at 123 North Main Street Broken Arrow, Oklahoma, 74012, through November 30, 2025, for the purpose of providing civil filing services. The City of Broken Arrow shall be responsible for payment of rent, utilities, insurance, and all other charges and expenses related to the premises, except for those specific expenses to be paid by Tulsa County, as further described in the attached.

Respectfully submitted for your approval and execution.

MME / dcc

SUBMITTED FOR: The December 9, 2024 BOCC meeting agenda.

CMF# 20242231

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BROKEN  
ARROW AND BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF  
TULSA REGARDING TULSA COUNTY COURT CLERK'S SATELLITE OFFICE IN  
BROKEN ARROW**

This Memorandum of Understanding (the "MOU"), effective as of the date last signed below, is made by and between The City of Broken Arrow, Oklahoma, and the Board of County Commissioners of the County of Tulsa on behalf of the Tulsa County Court Clerk.

**WITNESSETH:**

**WHEREAS**, The City of Broken Arrow ("City") wishes to partner with the Tulsa County Court Clerk ("Clerk") office to create a satellite office for the Clerk to provide such as marriage certificates and licenses, clergy licenses, and civil and family filings; and

**WHEREAS**, this partnership between the City and the Clerk's office has the ability to increase the day-time density and traffic to the Rose District and Broken Arrow and will benefit the public by allowing the Clerk to provide services to a large segment of Tulsa County's population at a location other than the Tulsa County Courthouse; and

**WHEREAS**, this partnership between City and the Clerk will enhance the marketing efforts of the Rose District "Wedding District" program and provide an overall benefit to the public.

**NOW, THEREFORE**, the City and Board of County Commissioners of the County of Tulsa ("BOCC") find that the terms set forth in this MOU are in the public interest and serve a public purpose, the parties agree in principle to the following:

**ARTICLE I**

**Obligations of the City of Broken Arrow**

- A. **Lease premises.** That the City shall lease and maintain a total of 2,985 square feet of office space located at 123 North Main Street, Broken Arrow, OK 74012 ("Premises"). City shall obtain all necessary approvals from City's landlord and will provide a portion of the Premises to the Clerk at no charge for use by Clerk to provide civil filing services. The Clerk shall be responsible for all furnishings regarding their operations.
- B. **Payment.** That the City shall be responsible for payment of rent, utilities, insurance, and all other charges and expenses related to the Premises except for those specific expenses to be paid by Tulsa County identified herein.
- C. **Damage to leased premises/liability.** It is understood and agreed that to the extent allowed by law, including the Oklahoma Governmental Tort Claims Act, that each party to this agreement shall bear responsibility for their own acts or omissions and the acts and omissions of their employees. City shall indemnify, hold harmless, defend, or pay the

cost to defend the BOCC and Clerk from any claims or causes of action raised by any third party not related to the normal business operations of the Clerk's Office.

**ARTICLE II**

**Obligations of the Clerk**

- A. **On site employees.** That the Clerk agrees to provide a minimum of two employees to a maximum of five employees at the Premises during the Clerk's normal business hours.
  
- B. **Payment.** The Clerk's Office shall bear responsibility only for phone and internet connections used by Clerk's Office personnel in performing their work functions. Neither Tulsa County nor the Clerk shall be responsible for any other expenses related to the Premises or for maintenance or security of the Premises.

**ARTICLE III**

- A. **Term.** Subject to annual fiscal appropriations, the term of this agreement shall run from the date signed by the BOCC until November 30, 2025, unless renewed and extended by a subsequent written agreement between the parties. The BOCC may terminate this MOU by written notice 30 days in advance.

Dated and effective as of the date signed by the Board of County Commissioners of the County of Tulsa.

**CITY OF BROKEN ARROW, OKLAHOMA**

**By:** \_\_\_\_\_  
**MAYOR**

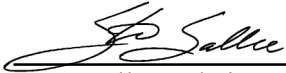
**ATTEST: (Seal)**

\_\_\_\_\_  
**CITY CLERK**

**Approved as to form:**

\_\_\_\_\_  
**DEPUTY CITY ATTORNEY**

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF TULSA  
ON BEHALF OF THE TULSA COUNTY COURT CLERK**




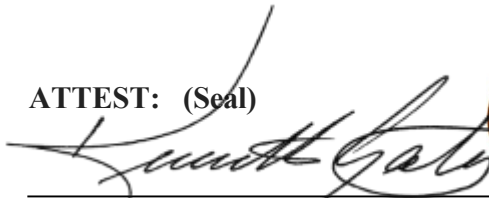
Stan Sallee, Chair

Approved as to form:



ASSISTANT DISTRICT ATTORNEY

ATTEST: (Seal)



TULSA COUNTY CLERK

by Kenneth Yates, Chief of Staff