

MEMORANDUM OF UNDERSTANDING
CITY OF BROKEN ARROW, OKLAHOMA and CITY-COUNTY LIBRARY
COMMISSION OF TULSA COUNTY

1. PURPOSE

The City of Broken Arrow (the "City") and the City-County Library Commission of Tulsa County (the "Library") enter into this Memorandum of Understanding ("MOU") to outline their cooperative intent to develop a new 20,000-square-foot public library facility in south Broken Arrow (the "Project"). The Library will finance and construct the Project. The City will sponsor a 2026 general obligation bond election to support the Project. If voters approve the issuance of bonds to support the Project, no earlier than January 31, 2030, the City will use the bond proceeds to reimburse the Library up to \$4,000,000 (or 40% of verified Construction Costs, whichever is less) upon full completion of the Project and verification of required Project elements.

2. OBLIGATIONS OF THE PARTIES

A. City Obligations

1. Bond Election: Include Proposition 7 on the 2026 general obligation bond ballot to authorize issuance of bonds for the library Project and bear all election costs.
2. Post-Election Discretion: If Proposition 7 is approved by a majority of qualified electors:
 - a. Issue and sell the bonds; and
 - b. Reimburse the Library up to \$4,000,000 (or 40% of verified Construction Costs, whichever is less) only after January 31, 2030, and once the conditions in Section 3 are fully satisfied.

B. Library Obligations

1. Project Scope: Construct a new 20,000 sq ft library at the southeast corner of South Chestnut Avenue and East New Orleans Street (east of the existing library), with a total capital investment of approximately \$10,200.000 for the building and site construction (this \$10,200,000 does not include any furniture, equipment, books, periodicals, computers, or other unaffixed items).
2. Completion Deadline: Achieve final Certificate of Occupancy and public opening no later than December 31, 2029.
3. Required Project Elements ("Deliverables"):
 - a. Makerspace: Minimum of 600 square feet and appropriately equipped with 3D printers, CNC machines, laser cutters/engravers, with software and current technologies.
 - b. Outdoor Children's Amphitheater: Permanent seating for 75-80 weather-resistant space suitable for low-tech children's performances.
4. Plan Review: Submit detailed site plans and construction drawings to the City for written approval prior to construction.
5. Post-Completion Documentation: Provide the City with:
 - a. Sworn certificate of total Project Costs;

- b. General release of claims against the City.
- 6. Ongoing Use: Maintain the library, including makerspace and amphitheater, in good operating condition and open to the public for ten (10) years following opening, subject to annual City inspection.

3. REIMBURSEMENT CONDITIONS

Reimbursement by the City to the Library is contingent upon all of the following:

- 1. Issuance of a final Certificate of Occupancy.
- 2. City verification (through inspection) that all Deliverables are fully installed and operational per approved plans.
- 3. Receipt of complete documentation listed in Section 2.B.5.

No funds will be disbursed prior to January 31, 2030, and satisfaction of these conditions.

4. DELAY PENALTY

If the library is not open by December 31, 2030, the City may deduct \$10,000 per month from the reimbursement amount for each full month of delay. Force majeure events (acts of God, severe weather, strikes, material shortages, or pandemic) resulting in an extension of time for completion under the Library's construction contract (or construction management contract) shall extend the time for completion under this MOU by an equal number of days. Extensions beyond six (6) months require City written approval.

5. TERMINATION

This MOU terminates automatically upon:

- 1. Failure of Proposition 7.
- 2. Library's uncured material breach after 30-day written notice and cure period.
- 3. Failure to achieve Certificate of Occupancy by December 31, 2030.
- 4. Mutual written agreement.

Upon termination, the City has no obligation to issue bonds or disburse funds. The Library shall reimburse the City for all reasonable costs incurred in reliance on this MOU if termination results from an uncured material breach of Library's obligations under this MOU.

6. GENERAL PROVISIONS

- 1. Independent Entities: This MOU creates no partnership, joint venture, or agency relationship.
- 2. Nondiscrimination: The Library shall comply with all applicable federal, state, and local nondiscrimination laws.
- 3. Amendments: Must be in writing and executed by authorized representatives of both parties.

4. Governing Law; Venue: Oklahoma law; exclusive venue in Tulsa County District Court.
5. Notices: Delivered by certified mail, return receipt requested, or hand delivery to:
 - Library: Chief Executive Officer Tulsa City-County Library, 400 Civic Center, Tulsa, OK 74103
 - City: City Manager, City of Broken Arrow, P.O. Box 610, Broken Arrow, OK 74013
6. Entire Agreement: This MOU constitutes the full understanding of the parties and supersedes all prior agreements.

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

CITY OF BROKEN ARROW

By: _____

Name: Debra Wimpee

Title: Mayor, City of Broken Arrow

Date:

TULSA CITY-COUNTY LIBRARY COMMISSION OF TULSA COUNTY

By: _____

Name: Leanne Helmerich

Title: Chairperson

Date: