

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF BROKEN ARROW, OKLAHOMA
AND
BROKEN ARROW PUBLIC SCHOOLS**

This Memorandum of Understanding (the “MOU”) is made and entered into as of December 7, 2020, by and between **THE CITY OF BROKEN ARROW, OKLAHOMA** (“the “City”) and the **INDEPENDENT SCHOOL DISTRICT NO. 3 OF TULSA COUNTY, OKLAHOMA, a/k/a BROKEN ARROW PUBLIC SCHOOLS** (“BAPS”).

RECITALS:

WHEREAS, BAPS has frequent need for the City’s development services in connection with various construction projects undertaken at multiple sites and campuses located throughout the City of Broken Arrow; and

WHEREAS, the City has frequent need for large gathering spaces and other facilities belonging to BAPS for the purpose of holding events, meeting with its citizens, or conducting other appropriate business activities; and

WHEREAS, the City and BAPS are each political subdivisions of the State of Oklahoma serving essentially the same public within, without and near the City of Broken Arrow, Oklahoma; and

WHEREAS, the City and BAPS wish to enter into an agreement whereby each agrees to support the activities of the other and to contribute, to the extent set forth herein, its facilities and services to the other for the common benefit of the citizens of the City and patrons of BAPS.

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

1. Term. The initial term of this MOU shall commence upon its effective date and end at the end of the current fiscal year, June 30, 2021. The MOU shall extend, thereafter, for additional one-year periods coextensive with the parties’ fiscal year unless either party notifies the other in writing not less than 30 days prior to the expiration of the then-current term of that party’s intention not to renew the MOU beyond the expiration of the current term. Notwithstanding the foregoing, either party may terminate this MOU upon 60 days’ prior written notice to the other.

2. BAPS’s Obligations.

(a) BAPS agrees to provide such auditoriums, gathering spaces and other physical facilities as may be requested by the City from time to time, and to waive standard rental fees for such use. The City’s use of BAPS’s facilities is subject to the terms and conditions stipulated in the Facilities Use Request

701 South Main Street
Broken Arrow, OK 74012

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by its duly authorized representative, effective on the date first written above.

**INDEPENDENT SCHOOL DISTRICT NO. 3 OF
TULSA COUNTY, OKLAHOMA, a/k/a
BROKEN ARROW PUBLIC SCHOOLS**

By _____
Steve Allen, President, Board of Education

**THE CITY OF BROKEN ARROW,
OKLAHOMA**

ATTEST:

By _____
City Clerk

By _____
Craig Thurmond, Mayor