

CITY OF BROKEN ARROW PARK NAMING AGREEMENT
Jim and Peggy Nelson Commemorative Garden

This Agreement is entered into on this 5th day of May 2015, between the City of Broken Arrow, a Municipal Corporation, "City" with its principal place of business located at 220 S. 1st Street, Broken Arrow, Oklahoma 74012 and Keep Broken Arrow Beautiful ("KBAB"), a 501C3 organization, with its principal place of business located in the Broken Arrow, Oklahoma and Jim Nelson, a private individual, "Nelson" with his principal place of residence located in Broken Arrow, OK.

Robert
JM

Recitals:

WHEREAS, KBAB and Nelson wish to have a Commemorative Garden "Garden" installed in Central Park; and

WHEREAS, Nelson wishes the Garden located at Central Park be named after his parents, Jim and Peggy Nelson; and

WHEREAS, Nelson wishes to donate \$10,000 dollars to KBAB for installation of the Garden honoring his parents, Jim and Peggy Nelson; and

WHEREAS, the City is a municipal corporation which maintains and operates a system of public parks for the use and enjoyment of its residents; and

WHEREAS, the parties desire to create an area within Central Park that will provide a visually aesthetic contribution for the public to enjoy; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

Agreements:

1. Recitals. The above Recitals are incorporated herein by reference as if set forth in full.
2. KBAB Obligations.
 - a) Supply all of the labor and materials for constructing the Garden.
 - b) Provide the City with a design plan created by a licensed Landscape Architect, which shall be approved by the City. All construction plans must be reviewed and approved by the City's Engineering and Construction Department.
 - c) After completion of the project, maintain the Garden, provide funding and supply all labor for continued maintenance.
 - d) Provide a plaque, size of which and words thereon shall be approved by the City, recognizing and honoring Jim and Peggy Nelson.
 - e) Provide a large native stone to mount the plaque.
 - f) Be responsible for providing, installing and maintaining the electric and irrigation to the

Garden.

- g) Install plaques that honor both Jim and Peggy Nelson, provided to the City by KBAB

3. Nelson's Obligations.

- a) Make a \$10,000 dollar donation to KBAB for the installation of the Garden honoring his parents, Jim and Peggy Nelson.

4. City's Obligations.

- a) Name the Garden in honor of Jim and Peggy Nelson.
- b) Agree not to change the name of the Garden for at least thirty (30) years. However, if KBAB and/or Nelson fail to perform their obligations then the City may choose not to install/maintain the Garden and/or may rename the Garden.

5. Term. This Agreement shall be effective upon execution and shall remain effective for 30 years whereupon, the parties may mutually agree to renew or extend this agreement.

6. Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the parties, and supersedes all proposals, oral or written, and all other communications between the parties with respect to the subject matter of this Agreement.

7. Laws. This Agreement shall be construed under the laws of the State of Oklahoma. This Agreement is not a waiver of any permit, inspection or other legal requirements and does not assure approval based upon any circumstances other than compliance with the law. Exclusive Original Jurisdiction for any action relating to this Agreement shall be solely in the Tulsa County District Court of Oklahoma. The parties shall conform to and abide by all Federal, State and local laws and regulations including that no person shall, on the grounds of race, creed, color, national origin, political affiliation, sex, age or otherwise qualified disability, be subjected to discrimination under the privileges and use granted by this Agreement or under a project, program or activity supported by this Agreement.

8. Notices. Any notice or demand required or permitted to be given by the terms of this Agreement or by law shall be in writing and may be given by depositing said notice or demand in the U.S. Mail, certified mail with return receipt requested, postage prepaid, addressed to the other parties' address.

9. Amendments. This Agreement may only be modified by further written agreement. Any such modification shall not be effective unless and until executed by the parties.

10. No Partnership or Other Relationship. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the City and Rotary and Sturgeon, individually or collectively nor between the City and any officer, employee, contractor or representative of the Rotary or Sturgeon. No joint employment is intended or created by this Agreement for any purpose.

