

**AGREEMENT BETWEEN THE CITY OF BROKEN ARROW AND THE BROKEN ARROW MVA dba
MILITARY HISTORY CENTER FOR RELOCATION OF DECORATIVE GRANITE WALLS**

This Agreement is entered _____ day of _____, 2019, by and between the City of Broken Arrow, Oklahoma, a municipal corporation **(City)** and MVA Incorporated dba “Military History Center” (MVA).

I. RECITALS:

Whereas, the City has purchased and displayed newly constructed Decorative Granite Wall Panels that signify the four branches of the United States Military (“Panels”) at the City’s Veterans Park; and

Whereas, Members of the Military History Center Board and fellow supporters of military veterans requested that the City relocate the original Panels to the Military History Center; and

Whereas, the City has agreed to loan the original Panels for display to the Military History Center located at 112 N. Main Street; and

Whereas, the Panels shall remain the property of the City and the Military History Center shall display the Panels in a location that is visible and accessible to the public; and

Now therefore, in consideration of the mutual promises, covenants and conditions herein contained and the mutual benefits that will inure to each of the parties herein, the City and Military History Center agree as follows:

II. TERM:

This Agreement shall be effective upon execution of all parties and shall remain in effect for 99 years. If MVA vacates the premises, the monument shall remain installed on the premises.

III. AGREEMENTS:

1. Military History Center’s Obligations: The Military History Center agrees to:
 - a. Accept the original Panels in as is condition for display at the Center.
 - b. The original Panels shall be installed at the Military History Center Plaza by April 30, 2019.
2. City’s Obligations: The City agrees to:
 - a. To deliver to the Military History Center all original Panels.
3. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the City and Military History Center nor between the City and any officer, employee, contractor or representative of the Military History Center. No joint employment relationship is created by this Agreement.

4. This Agreement shall be construed under the laws of the State of Oklahoma. Exclusive Original Jurisdiction for any action relating to this Agreement shall be solely in the Tulsa County District Court of Oklahoma. 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. This Agreement may be modified only by further written agreement between the parties.
5. Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned or encumbered by the parties without written consent.

This Agreement may be executed in as many counterparts as are deemed necessary or convenient. Each counterpart shall be deemed an original, but all shall be construed together as one and the same instrument. The failure of any party to sign all counterparts shall not affect or limit the liability of any party executing any such counterpart.

The parties have caused this Agreement to be executed on the dates hereinafter set forth.

City of Broken Arrow

By: _____
Michael L. Spurgeon, City Manager

ATTEST:

City Clerk / Seal

APPROVED AS TO FORM:

Date of Execution:

Broken Arrow Military History Center

By: _____
President
Printed Name: _____
Mailing Address (other than the premises address):

State of Oklahoma)
) ss.
County of Tulsa)

Before me, a Notary Public, on this ____ day of _____, 2018, personally appeared _____, known to me to be the identical person who executed the within and foregoing instrument, and as President of Broken Arrow Military History Center., acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

Notary Public