

**AGREEMENT BETWEEN THE CITY OF BROKEN ARROW AND THE BROKEN ARROW MVA dba
MILITARY HISTORY CENTER FOR REMOVAL AND RELOCATION OF VIETNAM MONUMENT**

This Agreement is entered _____ day of _____, 2018, by and between the City of Broken Arrow, Oklahoma, a municipal corporation **(City)** and MVA Incorporated dba “Military History Center” (MVA).

I. NARRATIVE:

Whereas, the City has elected to locate a Vietnam Memorial in Veteran’s Park in order to be more beneficial and conducive to the veterans and the park; and

Whereas, the City upon the advice of its professional landscape architectural consultant and the professional consultant’s construction professional determined that it could not relocate the entire memorial in a safe condition and elected to erect a new Vietnam Memorial in Veteran’s Park; and

Whereas, the City designed and constructed the new memorial in similar likeness and with similar materials as the existing memorial; and

Whereas, the City elected to dispose of the existing structures in an appropriate and conscientious manner; and

Whereas, Members of the Military History Center Board and fellow supporters of military veterans petitioned the Broken Arrow City Council at the May 1, 2018, City Council meeting requesting that the City relocate the original Vietnam monument only, not the adjacent wall feature, to the Military History Center’s Veteran Memorial Plaza; and

Whereas, the City Council approved the request of the Military History Center at said Council meeting subject to the possibility of relocating the monument only while maintaining the structural integrity of the monument; and

Whereas, the original Vietnam monument shall remain the property of the City and shall essentially be on loan to the Military History Center and display in a location that is visible and accessible to the public; and

Whereas, it is duly noted by both parties that the physical move of the monument to the plaza creates a situation in which there exists a certain amount of risk to the monument such that it may be damaged and that any potential damage could adversely impact the structural integrity of the feature; and

Whereas, it is further understood by both parties that if the potential damage is severe enough that it precludes the erection of the monument as agreed upon that both parties will make null and void the terms of this Agreement.

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. RECITALS:

1. Recitals: The below recitals are incorporated herein by reference as if set forth in full.
 - a. The City owns a granite memorial pedestal monument (Exhibit "A") in Central Park, 1500 S. Main Street, recognizing the local veterans who died in the Vietnam War.
 - b. The City desired to relocate the Vietnam monument and granite armed forces wall to Veteran's Park, 1111 S. Main Street, but had concerns with the risk associated with removing and transporting the monuments, and chose to purchase a duplicate granite monument and wall to be installed at Veteran's Park.
 - c. The new Vietnam monument and armed forces wall were installed in July 2018.
 - d. The Military History Center board desires to display the old Vietnam pedestal monument at the Military History Center, 112 N. Main Street, along with the original bronze donation plaques (Exhibit B).
 - e. The City desires to loan the monument to MVA to be displayed at the museum.

IV. AGREEMENTS:

1. Military History Center's Obligations: The Military History Center agrees to:
 - a. Locate and mark new location of monument at Military History Center plaza.
 - b. Obtain quotes from and select appropriate contractor(s) to provide and perform required materials and services for the relocation of the monument, in accordance with Oklahoma Public Bidding Act regulations or Broken Arrow purchasing regulations, as applicable.
 - c. Submit quotes to the City for approval prior to authorization.
 - d. Manage the overall planning, operation, and contracting required for removal, relocation, and installation of said monument.
 - e. Submit contractor invoices to the City, in accordance with Broken Arrow purchasing regulations, in a timely manner.
 - f. Operate and maintain the improvements in accordance with existing use agreement.
 - g. The monument shall be installed at the Military History Center Plaza by November 30, 2018.
2. City's Obligations: The City agrees to:
 - a. Pay for all costs of the materials and services required to remove, transport, construct, and install monument at the Military History Center, including but not limited to: cutting of monument, transportation of and installation of monument at new location. This cost is not to exceed \$3,500.00.
 - b. Contract with concrete contractor and costs for installation of required monument footing. This cost is not to exceed \$3,000.00.
 - c. Develop and prepare construction documents prepared by a registered professional engineer in the state of Oklahoma.
 - d. Review the construction documents for compliancy with respect to the applicable design criteria and construction standards.

- e. Upon completion of work, accept improvements in full.
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- 3. The parties hereby understand that the relocation of the pedestal could result in damage to the pedestal. Each party hereby releases the other party in respect to any claim that might otherwise have against the other party for loss, damage or destruction with respect to the pedestal.
 - 4. 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.
 - 5. 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.
 - 6. 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):

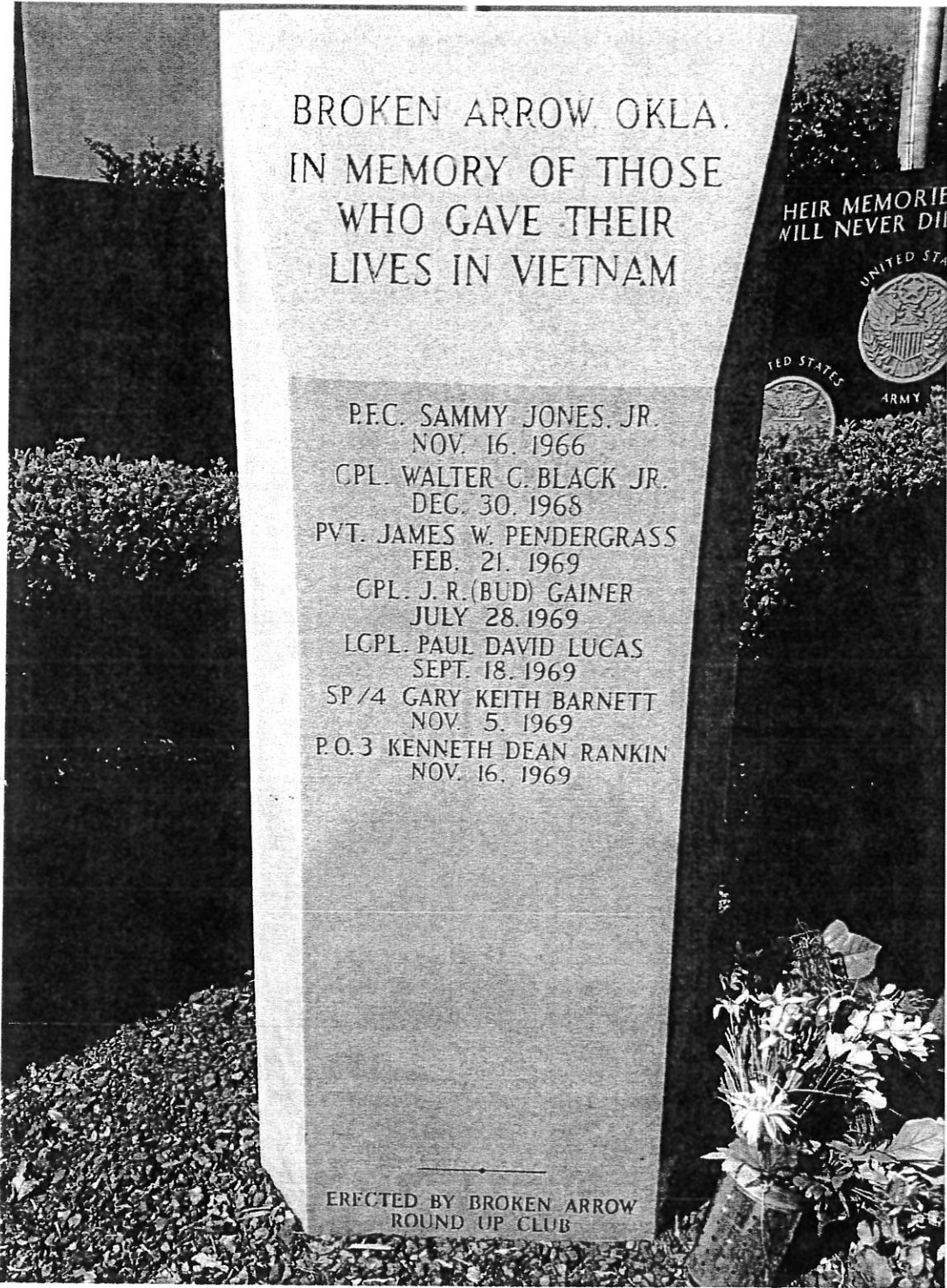
State of Oklahoma)
) ss.
County of Tulsa)

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

Exhibit A



A IMAGE: EXISTING GRANITE MEMORIAL PEDESTAL

Z:\RLS-Projects\181-Veterans Park Phase 2\dwg\181-granite-memorial-details.dwg, 11/07/2017 - 3:49 PM

| DATE | REVISIONS |
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CITY OF
BROKEN ARROW
Where opportunity lives

R.L. SHEARS COMPANY, P.C.
Landscape Architects
1522 SOUTH CARSON AVENUE
TULSA, OKLAHOMA 74119
TEL 918.582.0612 FAX 918.582.0613
EMAIL: rshears@rlshearsco.com
CA #1759, EXPIRES 06.30.2019

VETERAN'S PARK PHASE II
GRANITE MEMORIAL
WALL & PEDESTAL

PEDESTAL IMAGE
EXHIBIT

| | | | | |
|-------------------------|----------------------------------|----------|----------|----------|
| SCALE: | DESIGN | DATE | DRAFTED | DATE |
| HORZ. _____ | RLS | 11/07/17 | JAS | 11/07/17 |
| VERT. _____ | REVIEWED | DATE | APPROVED | DATE |
| | RLS | 11/07/17 | RLS | 11/07/17 |
| DRAWING NAME: DETAIL | PROJECT NO. 186019 (MEMORIAL) | | SHEET 3 | |

Exhibit B



A

IMAGE: EXISTING BRONZE PLAQUES FOR ENGRAVED BRICK PAVERS

| DATE | REVISIONS |
|------|-----------|
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| - | - |