

**AGREEMENT BETWEEN THE CITY OF BROKEN ARROW, THE MUSCOGEE
(CREEK) NATION and ELDERHEART, INC. d/b/a MISSION 22 FOR VETERANS
PARK MEMORIAL**

This Agreement, effective as of the ____ day of _____, 2020, (the "Effective Date"), is made by and between the City Of Broken Arrow, Oklahoma, an Oklahoma municipal corporation ("the City"), the Muscogee (Creek) Nation, a sovereign nation ("the Nation"), and Elderheart, Inc., an Oregon non-profit organization doing business as Mission 22 ("Mission 22").

WITNESSETH:

WHEREAS, the citizens of Broken Arrow have great admiration and gratitude for the men and women who have selflessly served their country and the Broken Arrow community in the Armed Forces and, in their honor, the City has designated City property located at 1111 South Main Street as the public park known as Veteran's Park, and

WHEREAS, Mission 22 is an Oregon non-profit organization whose mission is to combat the ever-rising veteran suicide rate through veteran treatment programs, memorials and national awareness; and

WHEREAS, the Nation has great respect and admiration for the many men and women who served in the Armed Forces; and

WHEREAS, the parties recognize and agree that the construction within Veteran's Park of a memorial to U.S. veterans who have fallen in the battle against veteran suicide ("Memorial") will promote educational, cultural and economic development; and

WHEREAS, Mission 22 wishes to donate to the City conceptual designs, twenty steel silhouette monuments and funds for the purchase of certain construction materials for the construction of the Memorial; and

WHEREAS, the Nation has authorized the appropriation of up to \$57,942 in funds, along with certain construction materials and labor, for the construction of the Memorial; and

WHEREAS, the City has authorized the expenditure of \$120,000 in public funds for the construction of the Memorial; 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 parties hereby covenant and agree as follows:

1. A conceptual design of the Memorial has been completed by R.L. Shears Company, P.C. A copy is attached hereto as Exhibit A. The City will contract with R.L. Shears Company, P.C. for the completion of the final design. The Memorial will be defined by the final design, with the ultimate approval of the Memorial by the City, the Nation and Mission 22.

2. The general responsibilities of the parties as well as estimated materials and costs are outlined on Exhibit B attached hereto.

3. The City holds title to real properties located in Broken Arrow at 1111 S. Main Street, known as Veteran's Park ("the Memorial Site"). All materials, labor, public art and other contributions and improvements to the Memorial Site contemplated by this Agreement will be held as the sole property of the City. The Nation and Mission 22 will have no ownership interest in or be responsible for construction of the Project.

4. On or before February 1, 2021, unless extended by written amendment of this Agreement, Mission 22 will donate twenty (20) 4'X10' Steel Silhouette Monuments and Two Hundred Thousand Three Hundred Seventy Dollars (\$200,370) to the City for the purchase of the following fixtures and materials for installation at the Memorial Site in accordance with the approved final design:

- Granite Bases
- Etched Granite Bands
- Mission 22 Etched Granite Logo
- Gold Star Mothers Granite Memorial
- Blue Star Mothers Granite Memorial
- Granite Pedestals
- Decorative Benches
- Landscaping Materials
- Brick Pavers

These materials are estimated to cost \$200,370.00.

5. Within 21 days of execution of this Agreement, the Nation will donate Fifty Thousand Dollars (\$50,000) to the City to pay a portion of the construction costs. The Nation will also donate and install the following construction materials at the Memorial Site in cooperation with the City and in accordance with the approved final design:

- Temporary Silt Fence
- Aggregate Base Material - Type A
- Construction Staking Level II

These products and services are estimated to cost \$7,942.00.

6. The City will provide contract administration as to all construction materials and services required for the construction of the Memorial in accordance with the approved final design. The City's responsibilities will include:

- Remove and Reset the existing Flag Poles
- Remove and Reset the existing Electrical Equipment
- Unit Masonry Assemblies
- Site Irrigation System
- Unclassified Excavation

- Unclassified Borrow
- Solid Slab Sodding
- Site Drainage System
- 4-inch Concrete Sidewalk
- 4-inch Decorative Concrete Sidewalk
- 1-inch PVC Schedule 40 Plastic Conduits, trenched
- Landscape Architect fees (RL Shears Company)

These materials and services are estimated to cost \$126,757.50.

7. Should the actual cost of the construction of the Memorial be less than the approximately \$378,000 budgeted by the parties, the unused funds will be used for additional add alternates contemplated on Exhibit B hereto, as approved by the parties.

8. Each party shall keep the others apprised of the progress, costs and challenges of the Memorial and provide timely answers to inquiries made by the other.

9. Each party shall provide the above-stated funds, materials and/or construction services in a timely fashion as needed to accomplish construction completion in ~~2020~~ 2021.

10. No party shall have the power to direct staff, authorize any expenditure or create any policy or obligation of any other party.

11. The parties agree to cooperate with each other and act in good faith and with fair dealing. The parties agree to execute such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized officials as of the date first above written.

APPROVED AS TO FORM:

CITY OF BROKEN ARROW, OKLAHOMA

Tammy Ewing

Tammy Ewing
Assistant City Attorney

Michael L. Spurgeon
City Manager

APPROVED AS TO FORM:

MUSCOGEE (CREEK) NATION

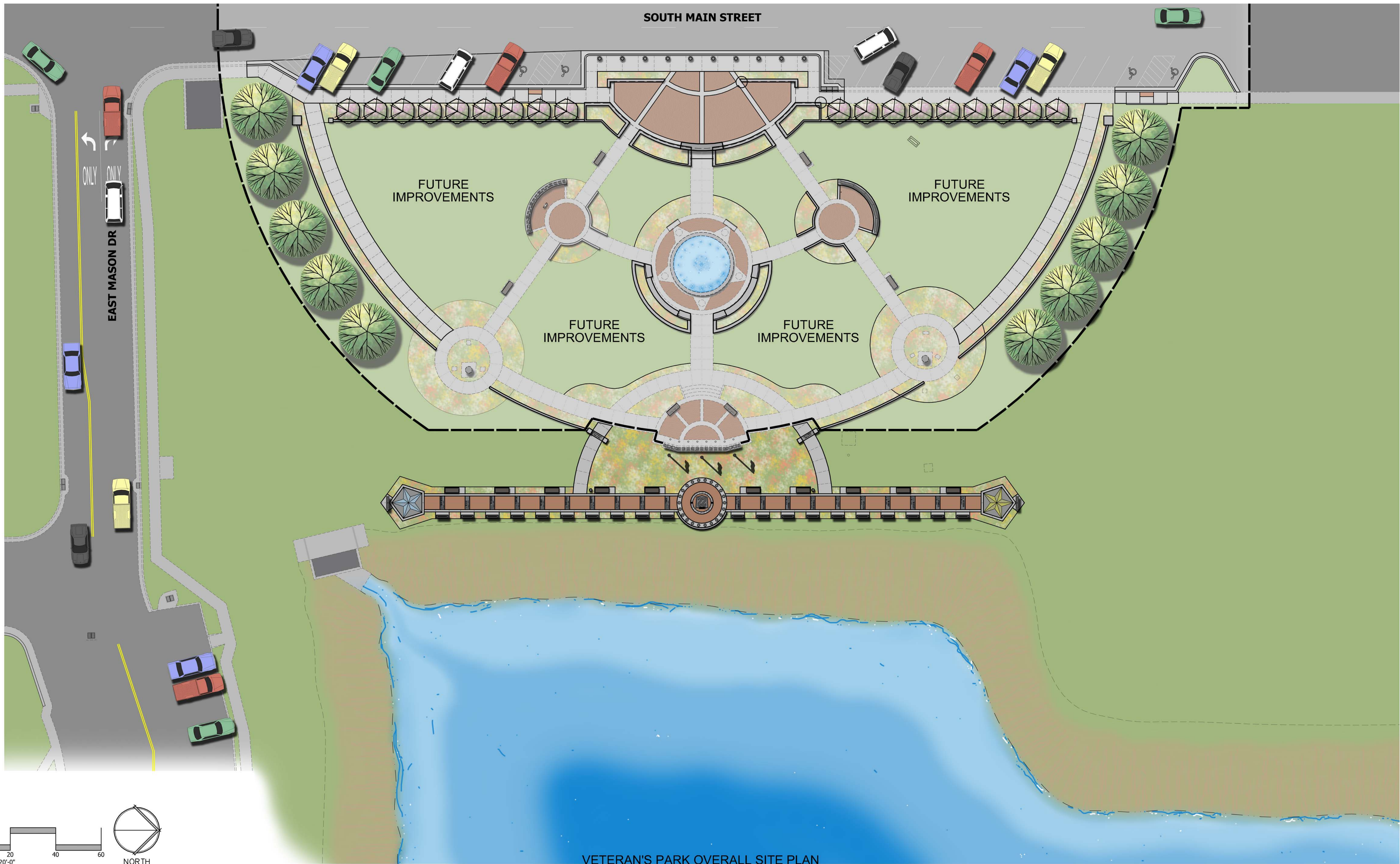
Jesse Allen
Jesse Allen
Secretary of Interior Affairs

David W. Hill
David W. Hill
Principal Chief

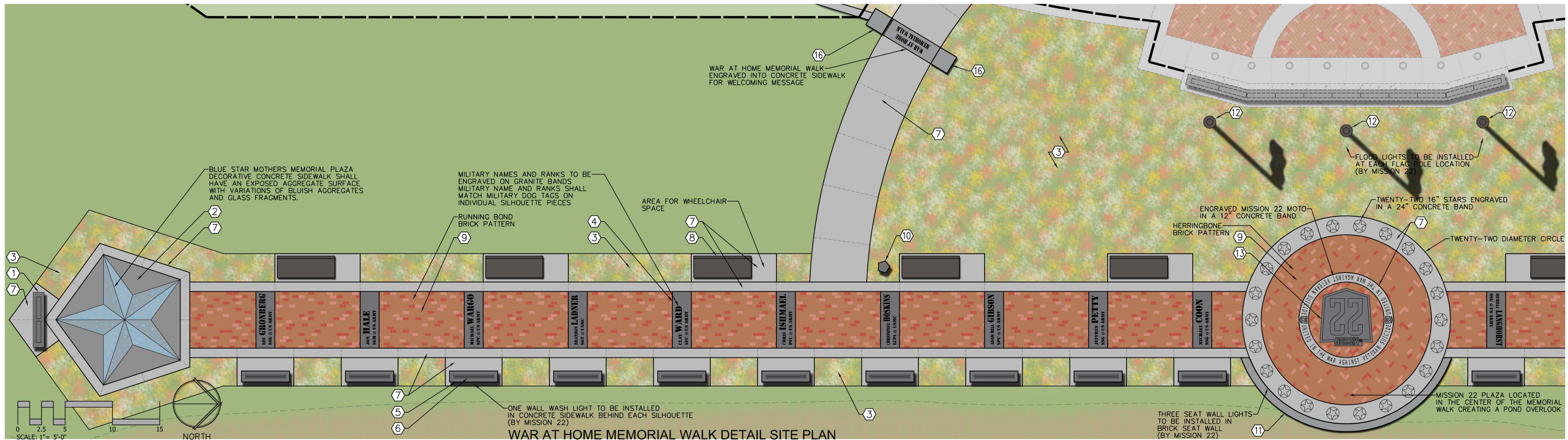
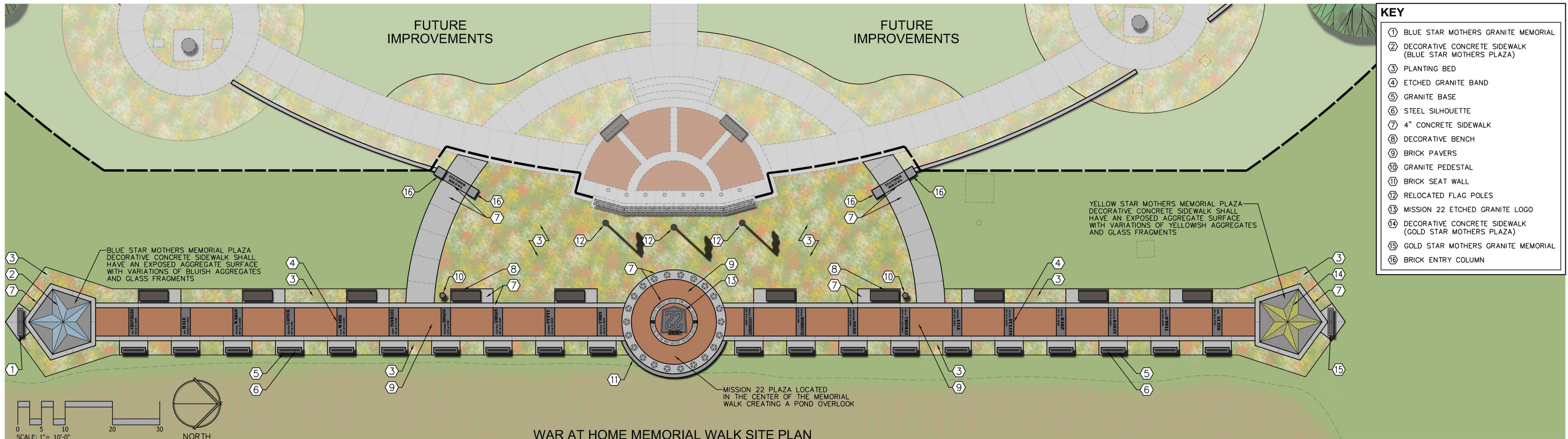
ELDERHEART, INC., d/b/a MISSION 22

Magnus Johnson

Magnus Johnson
President



VETERAN'S PARK OVERALL SITE PLAN



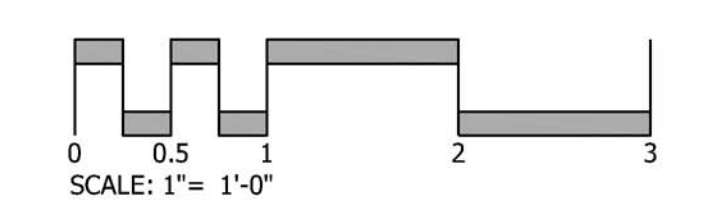
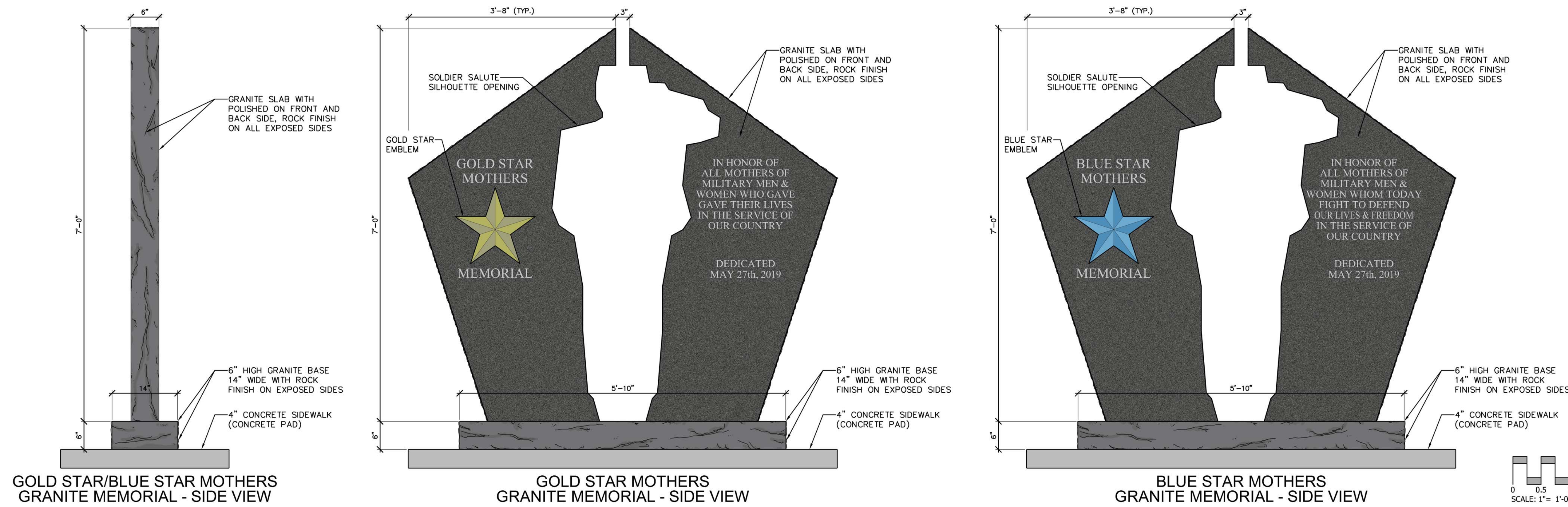
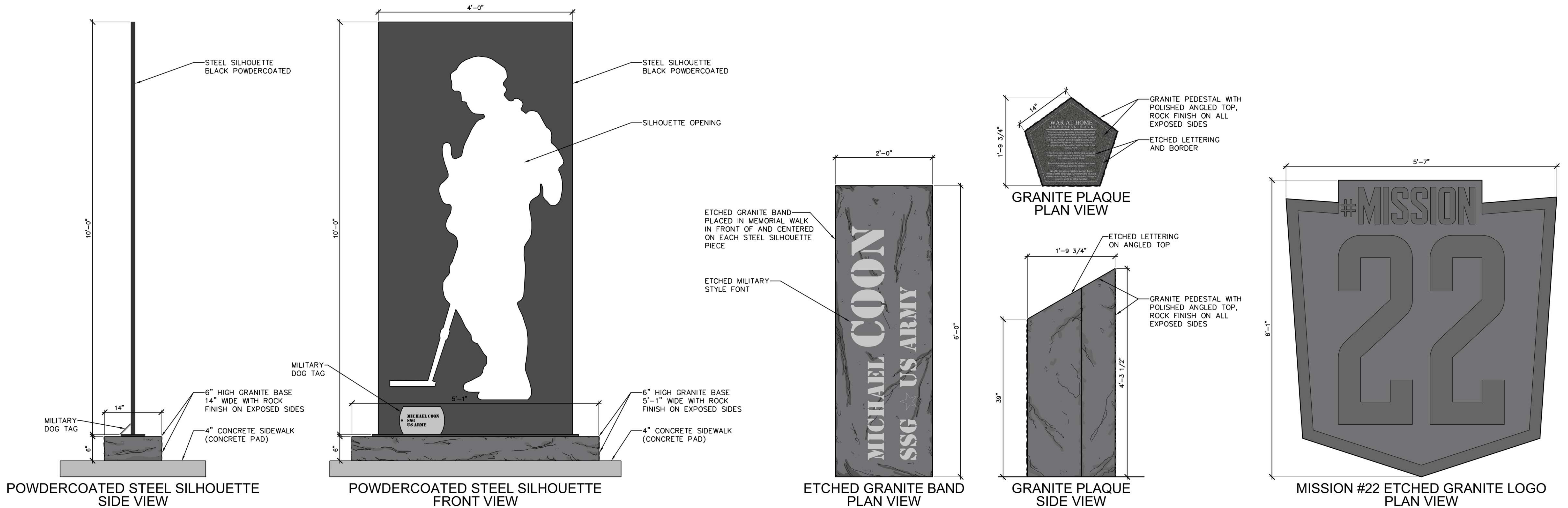


Exhibit B

War at Home Memorial - Veterans Park
City of Broken Arrow
Estimate of Probable Cost - May 2, 2019

Item No.	Description	Unit	Quantity	Unit Price	Extended Cost		
Mission 22 - Funding & Materials							
DRAWING	GRANITE BASE	EA	20	\$ 875.00	\$ 17,500.00		
DRAWING	ETCHED GRANITE BAND	EA	20	\$ 2,812.50	\$ 56,250.00		
DRAWING	MISSION 22 ETCHED GRANITE LOGO	EA	1	\$ 9,062.50	\$ 9,062.50		
DRAWING	GOLD STAR MOTHERS GRANITE MEMORIAL	EA	1	\$ 12,397.50	\$ 12,397.50		
DRAWING	BLUE STAR MOTHERS GRANITE MEMORIAL	EA	1	\$ 12,397.50	\$ 12,397.50		
DRAWING	GRANITE PEDESTAL	EA	2	\$ 7,116.25	\$ 14,232.50		
DRAWING	DECORATIVE BENCHES	EA	10	\$ 1,495.25	\$ 14,952.50		
329000	LANDSCAPE MATERIALS/PLANTING	LS	1	\$ 43,750.00	\$ 43,750.00		
321413	BRICK PAVERS	SY	144.2	\$ 137.50	\$ 19,827.50		
Total Mission 22 Contribution					\$ 200,370.00	\$	200,370.00
Muscogee (Creek) Nation - Funding, Materials, & Labor							
221(C) 2801	TEMPORARY SILT FENCE	LF	365	\$ 4.00	\$ 1,460.00		
303(A) 2100	AGGREGATE BASE - TYPE A	CY	66.4	\$ 67.50	\$ 4,482.00		
642(B) 0096	CONSTRUCTION STAKING LEVEL II	LS	1	\$ 2,000.00	\$ 2,000.00		
Total Muscogee (Creek) Nation Materials & Labor Contribution:					\$ 7,942.00	\$	7,942.00
Additional Funding Provided					\$ 50,000.00		
Total Muscogee (Creek) Nation Contributions:					\$ 57,942.00		
City of Broken Arrow							
DRAWING	REMOVE AND RESET FLAG POLES	EA	3	\$ 1,875.00	\$ 5,625.00		
DRAWING	REMOVE AND RESET ELECTRICAL EQUIPMENT	LS	1	\$ 6,250.00	\$ 6,250.00		
42010	UNIT MASONRY ASSEMBLIES	SF	285.2	\$ 62.50	\$ 17,825.00		
328400	SITE IRRIGATION SYSTEM	LS	1	\$ 9,375.00	\$ 9,375.00		
202(A) 0184	UNCLASSIFIED EXCAVATION	CY	50	\$ 31.25	\$ 1,562.50		
202(D) 0184	UNCLASSIFIED BORROW	CY	50	\$ 31.25	\$ 1,562.50		
230(A) 2806	SOLID SLAB SODDING	SY	215.6	\$ 5.00	\$ 1,078.00		
231(E) 4675	DRAINAGE SYSTEM	LS	1	\$ 2,500.00	\$ 2,500.00		
610(A) 0602	4" CONCRETE SIDEWALK	SY	193.5	\$ 85.00	\$ 16,447.50		
610(A) 0650	4" DECORATIVE CONCRETE SIDEWALK	SY	28	\$ 144.00	\$ 4,032.00		
802(B) 8334	1" PVC SCH.40 PLASTIC CONDUIT TRENCHED	LF	620	\$ 25.00	\$ 15,500.00		
N/A	LANDSCAPE ARCHITECT FEES-RLSHEARS	LS	1	\$ 45,000.00	\$ 45,000.00		
Total Base:					\$ 126,757.50	\$	126,757.50
City of Broken Arrow Optional Work Items							
DRAWING	WALL WASH LIGHTS	EA	20	\$ 1,250.00	\$ 25,000.00		
DRAWING	SEAT WALL LIGHTS	EA	3	\$ 937.50	\$ 2,812.50		
DRAWING	FLOOD LIGHTS FOR FLAG POLES	EA	3	\$ 1,062.50	\$ 3,187.50		
DRAWING	POND AERATOR	LS	1	\$ 25,000.00	\$ 25,000.00		
DRAWING	LIGHTING/STRUCTURE OVER THE POND	LS	1	\$ 62,500.00	\$ 62,500.00		
Total Optional Work Items:					\$ 118,500.00	\$	118,500.00
Total City of Broken Arrow					\$ 245,257.50	\$	453,569.50