

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BROKEN ARROW
AND BROKEN ARROW SENIORS, INC.**

This Memorandum of Understanding, effective as of the ____ day of _____, 2021, is made by and between the City of Broken Arrow, Oklahoma, (“the City”) and Broken Arrow Seniors, Inc. (“BASI”).

W I T N E S S E T H:

WHEREAS, The City and BASI have entered into multiple annual Parks and Recreation Use Agreements regarding the Senior Center located at 1800 South Main Street in Broken Arrow, with the most recent and current agreement having been executed on June 15, 2020 (“Existing Agreement”); and

WHEREAS, the City has acquired real property located at 1811 South Main Street in Broken Arrow for the purpose of constructing a building to be used as a Senior Citizen’s Activity Center (“Activity Center”); and

WHEREAS, the parties intend to enter into a Parks and Recreation Use Agreement similar to the Existing Agreement applicable to the Activity Center prior to completion of construction; and

WHEREAS, Article III of the Existing Agreement requires the prior written approval of the Director of Parks and Recreation (“Director”) for addition of improvements, structures or fixtures upon the property; and

WHEREAS, Article III of the Existing Agreement further provides that any such authorized improvements, structures or fixtures “shall become the property of the City upon the termination of this Agreement unless the City gives prior written permission for their removal”; and

WHEREAS, BASI desires to recognize donors contributing to BASI by placing plaques outside certain rooms in the Activity Center; and

WHEREAS, the parties agree the plaques will constitute fixtures subject to the terms of the Use Agreement;

NOW THEREFORE, the City and BASI agree to this Memorandum of Understanding as follows:

1. The parties will work in good faith to enter into a Parks and Recreation Use Agreement applicable to the Activity Center. The parties will work together to insure the use agreement complies with the IRS Revenue Procedure 2017-13, including insuring that any private donors are not granted rights to control any part of the use or operation of the Activity Center, have no rights to determine the services provided, the beneficiaries of such service, the hours of operation for the Activity Center or priority rights to the Center.

2. In accordance with the Use Agreement, prior to placement of plaques upon the premises of the Activity Center, BASI will obtain permission from the Director. Such permission will not be unreasonably withheld.

3. Upon application for permission to affix the plaques to the property, BASI shall provide the Director all information necessary to determination of the application, including, but not limited to, the number of proposed plaques; the size and design of each plaque; the construction material of each plaque; plaque wording; the proposed locations as reflected on an attached diagram; a rendering of proposed plaques (if any) and estimated costs. The City retains control over the approval of the size, content and placement of any proposed signage recognizing donor's contributions.

4. BASI will be solely responsible for the content of the plaques. BASI understands and agrees the Director will not approve any proposed plaque which contains a symbol, artwork, or logo; only lettering will be approved. An individual, corporation or foundation must be acknowledged with wording similar to "sponsored by," "underwritten by" or "a gift from." The sole purpose of the plaques will be to recognize BASI donors.

5. BASI will be responsible for the costs associated with the plaques, including but not limited to, design, fabrication, site preparation work and installation.

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

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

Approved as to Form:

City of Broken Arrow

Assistant City Attorney

City Manager

Attested:

City Clerk / Seal

Broken Arrow Seniors, Inc.

President

State of Oklahoma)
) vs.
County of)

Before me, a Notary Public, on this __day of _____, 2021, personally appeared _____, known to me to be the identical person who executed the within and foregoing instrument, and 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
