

## THE CITY OF BROKEN ARROW AND MARK'S ROSE CARE AGREEMENT

This agreement made and entered into this 17<sup>th</sup> day of July, 2018, by and between the City of Broken Arrow, Oklahoma, hereinafter designated as "the City," and **Mark's Rose Care**, of Broken Arrow, Oklahoma.

**WHEREAS**, said Mark's Rose Care, in consideration of the payments hereinafter specified and agreed to be made by the City, hereby covenants and agrees to perform all services as set forth herein to perform rose plant maintenance; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants, the parties hereto agree that the City shall pay Mark's Rose Care, an amount as set forth herein, for services rendered in accordance with this Agreement and the other attachments hereto all of which are hereby incorporated into and made a part of this agreement. The parties hereto agree as follows:

I. Adoption by Reference: The Request for Proposal 18.172 is hereby adopted as part of this agreement.

II. Duties of Mark's Rose Care: Mark's Rose Care hereby agrees to complete the work as outlined in the Request for Proposal 18.172, for the designated existing rose plants in the Rose District. Such areas are outlined in the Request for Proposal 18.172. Mark's Rose Care will provide all necessary equipment to perform such duties.

III. Compensation: Mark's Rose Care will agree to perform the tasks as described in the Request for Proposal 18.172 for the designed areas in the outline in the Proposal 18.172, in accordance with the bid previously submitted, more specifically, Mark's Rose Care shall invoice the City monthly at the amounts of, \$2592.90 for maintenance of existing rose plants in the Rose District.

IV. Duties of the City: In consideration of the agreement on the part of Mark's Rose Care, the City agrees to pay Mark's Rose Care in accordance with Request for Proposal 18.172.

V. Term: This agreement shall be effective as of July 1, 2018 and shall continue until June 30, 2019. This proposal has the option to renew up to four years. The option to renew must be exercised by a written request, at the option of the City subject to annual appropriation.

VI. Governing Law: This Agreement shall be construed in accordance with, and governed by, the laws of the State of Oklahoma. Venue shall lie exclusively in Tulsa County, Oklahoma.

VII. Assignment: Mark's Rose Care shall not delegate their duties under this agreement without the prior written consent of the City.

VIII. Insurance: Mark's Rose Care hereby acknowledges it is insured in accordance with the minimum insurance amounts as listed in the Request for Proposal 18.172.

IX. Indemnify: Mark's Rose Care shall indemnify and hold harmless the City of Broken Arrow, its employees, departments, agents and officials from any and all claims, suits, or demands including attorney fees which may be made against the City of Broken Arrow, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this agreement by Mark's Rose Care or anyone under agreement with Mark's Rose Care to perform duties under this agreement.

X. Complete Agreement and Amendment: Client acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein. This Agreement shall not be modified in any way except in writing signed by both parties and stating expressly that it constitutes a modification of this Agreement.

XI. Severability. If any term or provision of this Agreement shall be found to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary by the adjudication to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

XII. Termination. This contract may be terminated by the City of Broken Arrow at any time, without prior notice, due to poor service, budget shortfall, or any other unspecified reason.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year written below.

MARK'S ROSE CARE:

By: [Signature]

Title: Owner

Date: 7-2-18

CITY OF BROKEN ARROW:

By: [Signature]

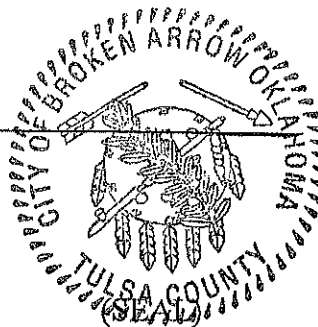
Title: Mayor

Date: 7/17/18

[Signature]

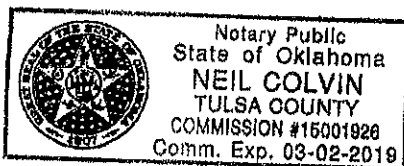
ATTEST:

~~Secretary~~  
City Clerk



ANTHONY STEWART SWORN TO  
ME 07/02/2018 Neil Colvin  
County of Tulsa  
State of Oklahoma

[Signature]



APPROVED AS TO FORM:

[Signature]  
Assistant City Attorney