

THE CITY OF BROKEN ARROW AND AMERICAN SERVICES, INC. AGREEMENT

This agreement made and entered into this 1 day of May , 2026, by and between the City of Broken Arrow, Oklahoma, hereinafter designated as "the City," and **American Services, Inc.**, of Tulsa, Oklahoma.

WHEREAS, said American Services, Inc., 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 ground maintenance; and

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties hereto agree that the City shall pay American Services, Inc., 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 Quotation hereinafter know as Exhibit "A" is hereby adopted as part of this agreement.

II. Duties of American Services, Inc.: American Services, Inc., hereby agrees to complete the work identified in the **SCOPE OF WORK** in Exhibit "A" for the designated 8 park **PROJECT SITES** identified in Exhibit "A". American Service, Inc.; will provide all necessary equipment to perform such duties. Any ruts and/or damages caused by American Service, Inc., will be repaired by American Services, Inc. as soon as practicable at no cost to the City. The dates during which the work shall be completed shall be determined by a City of Broken Arrow Department designee based on active growing conditions and available funding.

III. Compensation: American Services, Inc., agrees to perform the tasks as identified in the **SCOPE OF WORK** in Exhibit "A" for the designated 8 park **PROJECT SITES**, in accordance with the bid previously submitted and included in Exhibit "A". More specifically, American Services, Inc., shall be paid \$1073.05 per completed grounds maintenance cycle. American Services, Inc., shall submit an invoice to the City weekly, at the completion of each grounds maintenance cycle, with the date and services provided to each project site.

IV. Duties of the City: In consideration of the agreement on the part of American Services, Inc., the City agrees to pay American Services, Inc., in accordance with Exhibit "A".

V. Term: This agreement shall be effective as of the date written above and shall continue until September 30th 2026.

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: American Services, Inc., shall not delegate their duties under this agreement without the prior written consent of the City.

VIII. Insurance: American Services, Inc., hereby acknowledges it is insured in accordance with the minimum insurance amounts as required by the City.

IX. Indemnify: American Services, Inc., shall defend, 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 arising from any act or omission by American Services, Inc., or its contractors or agents, in the performance of, or the failure to perform, its duties under this agreement.

X. Complete Agreement and Amendment: American Services, Inc., 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 at the sole discretion of the City of Broken Arrow at any time, without prior notice.

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.

AMERICAN SERVICES, INC.:

CITY OF BROKEN ARROW:

By: Logan Hendrix

By: Michael Spurgeon

Title: VP

Title: City manager

Date: 3/31/2026

Date: 3/31/2026

ATTEST:

Secretary

(SEAL}

ATTEST:

(Seal)

Curtis Green



APPROVED AS TO FORM:

Rachelle [Signature]

Attorney for the City

