

AGREEMENT FOR PROFESSIONAL CUSTODIAL SERVICES
FOR THE CITY OF NORMANS RECREATIONS CENTERS (4)

This Agreement is entered into between The City of Norman ("CITY") and Anago, LLC ("Anago") for the following reasons:

1. The CITY requires custodial services ("Services") for and, **including 12th Avenue Recreation Center located at 1701 12th Ave NE, Irving Recreation Center located at 125 Vicksburg Drive, Whittier Recreation Center located at 2000 w Brooks street, and Little Axe Community Center located at 1000 168th Ave NE, and**
2. Anago is prepared to provide the Services as outlined in the proposal RFP-2425-17, as Exhibit "A" to this Agreement included herein and made a part hereof.

In consideration of the promises contained in this Agreement, CITY and Anago agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be the 9th day of October, 2024 and shall extend for one year thereafter. The terms and provisions of this contract may be extended by mutual agreements of the parties for four (4) additional twelve (12) month periods, unless the contract amount changes and only after sufficient appropriations shall have been made for the particular fiscal year in which renewal is sought.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma. Any actions brought under the terms of this Agreement shall be heard in the United States District Court for the Western District of Oklahoma or in the District Court of Cleveland County, Oklahoma.

ARTICLE 3 – PERFORMANCE AND STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services, allocating for six (5) days per week for a total price per month of \$3,142.30, and a total annual cost of \$37,707.60, as further described in Exhibit "A". In terms of the standard of excellence, 100% excellence in compliance and in the work performed shall be the goal.

ARTICLE 4 – INDEMNIFICATION AND LIABILITY

Indemnification. Anago agrees to defend, indemnify, and hold harmless the CITY, its officers, servants, and employees, from and against any and all liability, loss, damage, cost and expense (including attorney's fees and accountants fees) caused by an error, omission, or negligent act of Anago in the performance of Services under this Agreement. The CITY agrees to defend, indemnify and hold harmless Anago, its officers, servants and employees, from and against any all liability, loss, damage, cost and expense (including attorney's fees and accounts' fees) caused by an error, omission, or negligent act of the CITY in the performance under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. Anago and the CITY each agree to promptly serve notice on the other party of any claims arising hereunder, and shall

cooperate in the defense of such claims. The acceptance by the CITY or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by Anago shall not in any event be deemed a waiver of any action, right, or remedy otherwise available to the CITY under Oklahoma law.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 5 – INSURANCE

During the performance of the Services under this Agreement, Anago shall maintain Worker’s Compensation insurance in accordance with State Laws and Employer’s Liability insurance in the following amount, pursuant to State Law:

- (a) Property Damage Liability.—Limits shall be carried in the amount of not less than twenty five thousand dollars (\$25,000.00) to any one person for any number of claims for damage to or destruction of property including but not limited to consequential damages arising out of a single accident or occurrence.
- (b) All Other Liability—In an amount not less than one hundred twenty five thousand dollars (\$125,000.00) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.
- (c) Single Occurrence of Accident Liability—in an amount not less than one million dollars (1,000,000.00) for any number of claims arising out of a single occurrence or accident.

This insurance policies shall be issued by a company approved by the City of Norman. The CITY shall be furnished with a Certificate of Insurance which shall provide that such insurance shall not be changed or canceled without ten (10) business day’s prior written notice to the CITY. Certificates of Insurance shall be delivered to the CITY prior to the commencement of the Agreement.

ARTICLE 6 – TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

ARTICLE 7 – NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

CITY:

Lance Harper
Facility and Construction Manager
City of Norman P.O. Box 370
Norman, OK 73070
405-779-6525

Anago:

Eric E. Adame
Anago Cleaning Systems

6303 N. Portland Ave, Suite 201
Oklahoma City, Ok 73112
eric@anagookc.com

Nothing contained in this Article shall be construed to restrict the transmission of routine communication between representatives of CITY and Anago.

ARTICLE 8 – DISPUTES

In the event of a dispute between CITY and Anago arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

ARTICLE 9 –NONDISCRIMINATION

Anago agrees that it, or any of its subcontractors, will not discriminate against any persons on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.

ARTICLE 10 – NON-WAIVER

No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity. Further, any waiver by either CITY or Anago of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other further breach.

ARTICLE 11 – ENTIRE AGREEMENT; AMENDMENTS

This Agreement, including Exhibit "A", the proposal submitted by Anago on September 11, 2024, incorporated by reference, and represents the entire and integrated agreement between CITY and Anago. It supersedes all prior and contemporaneous communications, representations, and agreements, wither oral or written, relating to the subject matter of this Agreement. This Agreement may not be amended or modified, except in writing, signed by each of the parties hereto.

ARTICLE 12 – SEVERABILITY

If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

ARTICLE 13 – ASSIGNMENT

Neither CITY nor Anago shall assign any rights or duties under this Agreement without the prior written consent of the other party.

ARTICLE 14 – NO THIRD PARTY RIGHTS

The services provided for in this Agreement are for the sole use and benefit of CITY and Anago. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and Anago.

ARTICLE 15 – BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the CITY and Anago have executed this Agreement as of the Effective Date.

The City of Norman:

Signature: _____

Name: _____

Title: _____

Date: _____

Attest: _____

City Clerk

Approved as to form and legality this ____ day of _____ 202__

City Attorney

Anago Cleaning systems, LLC:

Signature: Eric E. Adame

Name: ERIC E. ADAME

Title: President

STATE OF Oklahoma COUNTY OF Cleveland SS:

Before me, the undersigned, a Notary Public in and for said County and State, On this 2nd day of October 2024, personally appeared Eric Adame to me known to be the identical person who executed the foregoing, and acknowledged to me that he/she executed the same as his free and voluntary act and deed for the sue and purposes therein set forth.

WITNESS my hand and seal the day and year last above written,

Notary Public: Karla Sitton

My commission: January 9, 2027





ANAGCLE-18

KHELURAMV

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McNamara Company 1330 Highway 96 E White Bear Lake, MN 55110	CONTACT NAME:		
	PHONE (A/C, No, Ext): (651) 426-0607	FAX (A/C, No): (651) 426-6790	
	E-MAIL ADDRESS:		
INSURED UCG2 LLC dba Anago of Oklahoma City 20 SW 27TH AVE STE 300 POMPANO BEACH, FL 33069	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Liberty Mutual		23035
	INSURER B : Hanover Insurance Companies		22292
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		BKS65252983	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
	GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		BKS65252983	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USO65252983	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	W2XJ154842	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime		BKS65252983	10/1/2024	10/1/2025	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This certificate is evidencing coverage for the above named insured.

CERTIFICATE HOLDER

CANCELLATION

**** Informational Certificate ****

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

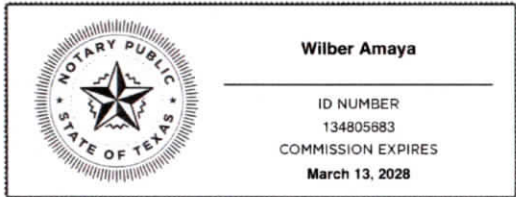
AUTHORIZED REPRESENTATIVE

AFFIDAVIT OF NON-COLLUSION

STATE OF Texas)

COUNTY OF Harris) ss:

Eric Adame, of lawful age, being first duly sworn, on oath says, that (s) he is the agent authorized by the bidder to submit the attached bid. Affidavit further states that the bidder has not been a party to any collusion among bidders in restraint to freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality, or price in the prospective contract, or any other terms of prospective contract; or in any discussion between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Norman, Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.



Electronically signed and notarized online using the Proof platform.

Eric E. Adame

Proposer

Eric Adame

By: Wilber Amaya

Subscribed and sworn to before me on this 11th day of September, 2024

Wilber Amaya

My Commission Expires 03/13/2028