

AGREEMENT FOR PROFESSIONAL CUSTODIAL SERVICES  
FOR THE CITY OF NORMAN WELLNESS CENTER (AWE)

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

1. The CITY requires custodial services ("Services") for the City of Norman Wellness Center (AWE) located at 602 N. Findlay Ave, Norman, Oklahoma 73071; and,
2. Unlimited Treasures, is prepared to provide the Services as outlined in the proposal submitted September 19th, 2024, as Exhibit "A" to this Agreement included herein and made a part hereof.

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

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be the 8<sup>th</sup> of October, 2024 and shall extend until October 7th, 2025. 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 6 days per week at 7.5 hours per night for a total price per month of \$3,564.00 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. Unlimited Treasures, 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 Unlimited Treasures in the performance of Services under this Agreement. The CITY agrees to defend, indemnify and hold harmless 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 of Services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. Unlimited Treasures 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 Unlimited Treasures 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, Unlimited Treasures 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) day 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

Unlimited Treasures:  
Danelle Walker  
Unlimited Treasures, LLC  
537 NO 169<sup>th</sup>, Edmond Ok 73012  
405-240-8840 [Unlimitedtreasures4@gmail.com](mailto:Unlimitedtreasures4@gmail.com)

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

#### **ARTICLE 8 – DISPUTES**

In the event of a dispute between CITY and Unlimited Treasures 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**

Unlimited Treasures 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 Unlimited Treasures 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 Unlimited Treasures on September 19th, 2024, incorporated by reference, and represents the entire and integrated agreement between CITY and Unlimited Treasures. 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 Unlimited Treasures 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 Unlimited Treasures. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and Unlimited Treasures.

#### **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.

*[Signatures on page to follow]*

IN WITNESS WHEREOF, the CITY and Unlimited Treasures, have executed this Agreement,

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_

**The City of Norman:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 9/26/2024

Attest: \_\_\_\_\_  
Deputy City Clerk

Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_ 202\_\_

\_\_\_\_\_  
City Attorney

**Unlimited Treasures LLC.**

Signature: Donelle Walker

Name: Donelle Walker

Title: CHIEF OPERATING OFFICER

STATE OF OKLAHOMA SS: COUNTY OF Oklahoma

Before me, the undersigned, a Notary Public in and for said County and State, On this 26<sup>th</sup> day of September 2024, personally appeared Donelle Walker 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: [Signature]

My commission: 10-06-25



**EXHIBIT A**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/30/2024

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).

<b>PRODUCER</b> Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (855) 222-5919      FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A : Next Insurance US Company      16285	
<b>INSURED</b> Unlimited Treasures 1709 NE 24th St Oklahoma City, OK 73111	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	
	<b>INSURER G :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 451259282      **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 INSD	SUBR 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  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			NXTHW37W34-00-GL	09/04/2024	09/04/2025	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$15,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
The Certificate Holder is The City of Norman, OK - Government. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

<b>CERTIFICATE HOLDER</b> The City of Norman, OK - Government 201 W Gray St Norman, OK 73069	<b>LIVE CERTIFICATE</b>  <a href="#">Click or scan to view</a>	<b>CANCELLATION</b> 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 
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