

**AGREEMENT FOR PROFESSIONAL CUSTODIAL SERVICES
FOR THE CITY OF NORMAN YOUNG FAMILY ATHLETIC CENTER (YFAC)**

This Agreement is entered into between The City of Norman ("CITY") and Alliance Maintenance, Inc. ("Alliance") for the following reasons:

1. The CITY requires custodial services ("Services") for the City of Norman Young Family Athletic Center (YFAC) located at 2201 Trae Young Drive, Norman, Oklahoma 73071; and,
2. Alliance is prepared to provide the Services as outlined in the proposal submitted January 11th, 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 Alliance agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be the 1st day of March, 2024 and shall extend until January 1, 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, "Facility Nightly Cleaning Cost 7x per week with Autonomous Cleaning Equipment", providing for an average of fifty-three (53) hours per week for seven (7) days per week at a total price per month of \$8,398.00 for a total of \$100,776 over the requisite twelve (12) month contract period, and any additional per-occurrence fees for deep cleaning and day porter services, as needed and requested by CITY, as further described in Exhibit "A". The CITY will pay for the Services within thirty (30) days of receipt of a valid invoice. 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. Alliance 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 Alliance in the performance of Services under this Agreement. The CITY agrees to defend, indemnify and hold harmless Alliance, 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. Alliance 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 Alliance shall not in any event be deemed a waiver of any action, right, or remedy otherwise available to either party 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, Alliance 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’s 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

Alliance: Colby Burress
Area Manager
2770 Washington Drive. Suite 110
Norman, OK 73069
405-863-3005

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

ARTICLE 8 – DISPUTES

In the event of a dispute between CITY and Alliance 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

Alliance 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 Alliance 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 Alliance on January 11th, 2024, incorporated herein by reference, represents the entire and integrated agreement between the CITY and Alliance. 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 Alliance 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 Alliance. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and Alliance.

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 Alliance have executed this Agreement,

Dated this _____ day of _____ 202__

The City of Norman:

Signature: _____
Mayor

Attest: _____
City Clerk

Approved as to form and legality this 19 day of January 2024

[Signature]
City Attorney

Alliance Maintenance Inc.

Signature: [Signature]
Name: Colby Burrell
Title: CHIEF OPERATING OFFICER

STATE OF OKLAHOMA SS: COUNTY OF Cleveland

Before me, the undersigned, a Notary Public in and for said County and State, On this 19 day of January 2024, personally appeared Colby Burrell 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: 12600040

