

AGREEMENT FOR PROFESSIONAL SERVICES
FOR THE CITY OF NORMAN

This Agreement is entered into between The City of Norman (“City”) and Chloeta (“Contractor”) for the following reasons:

1. The City requires the development of a Community Wildfire Protection Plan for the area within Norman City limits (the “Services”); and,
2. Contractor is prepared to provide the Services as outlined in: 1) the proposal submitted October 11, 2024, attached and included herein and made a part hereof, as Exhibit “A” to this Agreement, and 2) the City’s RFQ #2425-11 on file in the office of the City Clerk of the City of Norman and made part of this Agreement as if fully written in detail herein or attached thereto.

In consideration of the promises contained in this Agreement, the City and Contractor agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be the 13th day of November, 2024, and shall extend for one year thereafter, or until the Services have been completed, whichever occurs first.

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 as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. In terms of the standard of excellence, 100% excellence in compliance and in the work performed shall be the standard.

ARTICLE 4 – INDEMNIFICATION AND LIABILITY

Indemnification. Contractor 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 Contractor in the performance of the Services under this Agreement. The City agrees to defend, indemnify and hold harmless Contractor, 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. Contractor 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 Contractor 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, Contractor 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.

These insurance policies shall be issued by a company approved by the City. 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:

James Briggs
Park Development Manager
225 North Webster Avenue
Norman, OK 73069
405-366-5480
James.briggs@normanok.gov

CONTRACTOR:

Jo Kephart
Senior Director, Business Development
701 Cedar Lakes Blvd., Ste. 320
Oklahoma City, OK 73114
877-245-6382
Jo.kephart@chloeta.com

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

ARTICLE 8 – DISPUTES

In the event of a dispute between the City and Contractor 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

Contractor 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 the City or Contractor 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 Contractor on October 11, 2024, incorporated by reference, represents the entire and integrated agreement between the City and Contractor. 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 the City nor Contractor 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 the City and Contractor. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

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 following page.]

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the Effective Date.

The City of Norman:

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and legality this 5 day of November 2024

[Signature]
City Attorney

Chloeta:

Signature: [Signature]

Name: Mark Masters

Title: President or Managing Member

STATE OF Oklahoma COUNTY OF Oklahoma SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 29th day of October 2024, personally appeared Mark Masters to me known to be the identical person who executed the foregoing, and acknowledged to me that he/she executed the same as his/her 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: #18002140

Expires: 3-2-26

