

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter “Agreement”) is entered into as of this ____ day of _____, 2025, by and between **THE COLLECTIVE BEST**, a Florida LLC (hereinafter referred to as “**SERVICES PROVIDER**”), and The City of Oklahoma City and any of its public trusts participating in this Agreement, a public body organized under the laws of the State of Oklahoma (hereinafter referred to as “The City” or “**CONTRACTING ENTITY**”).

WITNESSETH:

WHEREAS, in February 2023, the City prepared an informal request for quotes (“Request”) seeking consultation services on how to best meet the operational and management needs of the multifield soccer complexes for the Parks & Recreation Department (“OKC PARKS”); and

WHEREAS, on March 7, 2023, the City received responses to its Request; and

WHEREAS, staff reviewed and evaluated the responses; and

WHEREAS, the **SERVICES PROVIDER** represented itself in its response (“Proposal”) as an expert in the field of soccer sports consultation services with skilled professionals willing, able, and capable of timely providing the services requested and required by the **CONTRACTING ENTITY** in the Request; and

WHEREAS, based upon the representations, guarantees, and warranties expressed by the **SERVICES PROVIDER** in the Proposal, staff recommended and the **CONTRACTING ENTITY** selected and entered this Agreement with the **SERVICES PROVIDER**; and

WHEREAS, the **CONTRACTING ENTITY** strives to obtain consultation services on how to best meet the operational and management needs of the multifield soccer sports complexes for OKC Parks; and

WHEREAS, **CONTRACTING ENTITY** retains **SERVICES PROVIDER** to provide professional services as an independent contractor; and

WHEREAS, **SERVICES PROVIDER** agrees to provide **CONTRACTING ENTITY** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **CONTRACTING ENTITY** services, products, solutions and

deliverables that meet all the purposes and functionality requested or described in the Request and in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants set forth herein, the **CONTRACTING ENTITY** and **SERVICES PROVIDER** hereby mutually agree as follows:

1. Professional Services Agreement

Subject to the terms and conditions of this Agreement, **CONTRACTING ENTITY** retains **SERVICES PROVIDER**, an independent contractor, to provide **CONTRACTING ENTITY** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **CONTRACTING ENTITY** services, products, solutions, and deliverables that meet all the purposes and functionality requested or described in the Request and in this Agreement.

(a) This Agreement governs the Scope of Services including, but not limited to, all services, products, solutions and deliverables to be provided by **SERVICES PROVIDER** to the **CONTRACTING ENTITY**. The Attachments are incorporated into this Agreement by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this paragraph.

(b) The text of this Agreement, together with the Attachments, constitutes the entire Agreement and the only understanding and agreement between the **CONTRACTING ENTITY** and **SERVICES PROVIDER** with respect to the services, products, solutions and deliverables to be provided by **SERVICES PROVIDER** hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement.

(c) If there is a conflict in language, terms, conditions, or provisions, in this Agreement between the text of this document, (Professional Services Agreement pages 1 through 15,) and any language, term, condition, or provision in any Attachment, then the text of this document, (Service Agreement pages 1 through 15) shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any

conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

Attachment “A” (“Project Description, Scope of Services, List of Products, Solutions and Deliverables, and Payment Milestones and Schedule of Fees For Phase No. 1”),

Attachment “B” (“Project Description, Scope of Services, List of Products, Solutions and Deliverables, and Payment Milestones and Schedule of Fees For Phase No. 2”)

Attachment “C” (“Project Description, Scope of Services, List of Products, Solutions and Deliverables, and Payment Milestones and Schedule of Fees For Phase No. 3”)

Attachment “D” (“SERVICES PROVIDER’S Project Team ”),

Attachment “E” (“Request for Quotes”),

Attachment “F” (“Insurance”),

2. Retention of SERVICES PROVIDER and Scope of Services

(a) **SERVICES PROVIDER** is solely responsible for the actions, non-action, omissions, and performance of **SERVICES PROVIDER'S** employees, agents, contractors, and subcontractors (herein collectively included in the term “Service Provider’s Project Team”) and to ensure the timely provision of the Project and timely performance of the Scope of Services, products, solutions, and deliverables as each are defined in **Attachments “A”, “B”, and “C”,**

SERVICES PROVIDER will be solely responsible to ensure the **SERVICES PROVIDER’S** Project Team fully understands the Project, the Scope of Services, the Deliverables, the schedule for performance, and the **CONTRACTING ENTITY’S** goals and purposes. **SERVICES PROVIDER** will be solely responsible to ensure the **SERVICES PROVIDER’S Project Team** is adequately trained, instructed, and managed so that **SERVICES PROVIDER** timely provides the Project and satisfies **SERVICES PROVIDER’S** obligations under this Agreement. **SERVICES PROVIDER** may not change the **SERVICES PROVIDER’S Project Team** as set forth

on **Attachment “D” (“SERVICES PROVIDER’S Project Team and CONTRACTING ENTITY’S Resources”)** without the prior written consent of the **CONTRACTING ENTITY’S Contract Administrator**. The **CONTRACTING ENTITY’S Contract Administrator** is the City Manager or designee, as stated in writing.

(b) **SERVICES PROVIDER** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this Agreement. **SERVICES PROVIDER** shall obtain all patents, licenses and any other permission required to provide all services, products, solutions and deliverables and for use of all services, products, solutions and deliverables by the **CONTRACTING ENTITY**.

3. Compensation

(a) **CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** the compensation after completion of services or products as specified in **Attachments “A”, “B”, and “C”**. **SERVICES PROVIDER** acknowledges that compensation for services or products specified in **Attachment “A”** has already been received.

(b) The **CONTRACTING ENTITY** and **SERVICES PROVIDER** acknowledge that the compensation to be paid **SERVICES PROVIDER** pursuant to this Agreement has been established at an amount reasonable for the availability and services of **SERVICES PROVIDER** and **SERVICES PROVIDER’S Project Team**.

4. Independent Contractor Status

(a) The parties hereby acknowledge and covenant that:

(1) **SERVICES PROVIDER** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **CONTRACTING ENTITY** in performing the duties in this Agreement.

(2) The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

(b) All payments to **SERVICES PROVIDER** pursuant to this Agreement shall be due and payable in the State of Oklahoma, even if services of **SERVICES PROVIDER** are performed outside the State of Oklahoma.

(c) The **CONTRACTING ENTITY** will not withhold any social security tax, workmen's compensation, medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **SERVICES PROVIDER** as **SERVICES PROVIDER** is an independent contractor and the members of its **SERVICES PROVIDER'S Project Team** are not employees of the **CONTRACTING ENTITY**. Any such taxes, if due, are the responsibilities of **SERVICES PROVIDER** and will not be charged to the **CONTRACTING ENTITY**.

(d) **SERVICES PROVIDER** acknowledges that as an independent contractor it and its **Project Team** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **CONTRACTING ENTITY** for its employees.

5. Termination and Stop Work.

(a) This Agreement shall commence upon execution by the last party hereto and shall continue in effect as stated herein, unless terminated by either party as provided for herein, until the Project is completed and accepted as provided herein. The **CONTRACTING ENTITY'S Contract Administrator** is hereby authorized to issue notices of termination or suspension on behalf of the **CONTRACTING ENTITY**. This Agreement can be terminated, with or without cause, upon written notice, at the option of the **CONTRACTING ENTITY**.

(1) Upon receipt of a notice of termination for the *convenience* from the **CONTRACTING ENTITY**, **SERVICES PROVIDER** shall (1) immediately discontinue all services and activities (unless the notice directs otherwise), and

(2) upon payment for products or services fully performed and accepted, **SERVICES PROVIDER** shall deliver to the **CONTRACTING ENTITY** all work, products, deliverables, documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Agreement, whether same are complete or incomplete, unless the

notice directs otherwise. Upon termination for the *convenience* by the **CONTRACTING ENTITY**, the **CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** for completed services, up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the Agreement and as further limited by the “not to exceed” amounts set out in this Agreement.

(3) Upon notice of termination for *cause* from the **CONTRACTING ENTITY**, **SERVICES PROVIDER** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **SERVICES PROVIDER** shall release and waive any interest in any retainage. The **CONTRACTING ENTITY** may hold any outstanding payments for prior completed services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **CONTRACTING ENTITY** by reason of **SERVICES PROVIDER’S** breach or other cause. Provided, however, upon notice of termination for cause, **SERVICES PROVIDER** shall deliver to the **CONTRACTING ENTITY** services, products, solutions and deliverables including, but limited to, all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Agreement, whether complete or incomplete, unless the notice directs otherwise.

(4) The rights and remedies of the **CONTRACTING ENTITY** provided in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **SERVICES PROVIDER** under this Agreement.

(a) Upon notice to **SERVICES PROVIDER**, the **CONTRACTING ENTITY** may issue a stop work order suspending any services, performances, work, products, deliverables, or solutions under this Agreement. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be

provided by **SERVICES PROVIDER** under this Agreement. In the event the **CONTRACTING ENTITY** issues a stop work order to **SERVICES PROVIDER**, the **CONTRACTING ENTITY** will provide a copy of such stop work order to **SERVICES PROVIDER**. Upon receipt of a stop work order issued by the **CONTRACTING ENTITY**, **SERVICES PROVIDER** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **CONTRACTING ENTITY** in the stop work order. Upon notice to **SERVICES PROVIDER**, this Agreement, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) days by the **CONTRACTING ENTITY**, without cause and without cost to **CONTRACTING ENTITY**; provided however, **SERVICES PROVIDER** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only. The **CONTRACTING ENTITY'S Contract Administrator** is hereby authorized to issue stop work orders on behalf of the **CONTRACTING ENTITY**.

6. Obligation upon Termination for *Convenience*.

In the event this Agreement is terminated for convenience hereunder, the **CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** for such properly documented invoices, if any, in accordance with the provisions of this Agreement above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **CONTRACTING ENTITY** shall have no further liability under this Agreement to **SERVICES PROVIDER** and **SERVICES PROVIDER** shall have no further obligations to the **CONTRACTING ENTITY**.

7. Warranties

(a) **SERVICES PROVIDER** warrants that all services, products, solutions and deliverables performed or provided under this Agreement shall be performed consistent with generally prevailing professional standards and expertise. **SERVICES PROVIDER** shall maintain during the course of this Agreement said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **SERVICES PROVIDER** agrees to require all members of the **SERVICES PROVIDER'S Project Team** to provide any and all

services, products, solutions and deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **SERVICES PROVIDER**.

(b) During the term of this Agreement, **CONTRACTING ENTITY'S** initial remedy for any breach of the above warranty shall be to permit **SERVICES PROVIDER** one additional opportunity to perform the services, or provide the products, solutions and deliverables without additional cost to **CONTRACTING ENTITY**. If **SERVICES PROVIDER** cannot perform the services, or provide the products, solutions and deliverables according to the standards and requirements set forth in this Agreement within thirty (30) calendar days of the original performance date, the **CONTRACTING ENTITY** shall be entitled to recover, should the **CONTRACTING ENTITY** so determine to be in their best interest, any fees paid to **SERVICES PROVIDER** for previous payments, including, but not limited to, services, products, solutions, and deliverables and **SERVICES PROVIDER** shall make reimbursement or repayment within thirty (30) days of a demand by the **CONTRACTING ENTITY**. Should **SERVICES PROVIDER** fail to reimburse the **CONTRACTING ENTITY** within thirty (30) days of demand, the **CONTRACTING ENTITY** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

(c) The **SERVICES PROVIDER** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this Agreement and may not be waived by any other provision, expressed or implied, in this Agreement or in any Attachment hereto.

8. Indemnification

(a) **SERVICES PROVIDER** agrees to release, defend, and indemnify the **CONTRACTING ENTITY**, and each of them, and hold the **CONTRACTING ENTITY**, and each of them, harmless against any losses, claims, damages, liabilities, expenses (including all reasonable legal fees and expenses), judgments, fines or settlements in connection resulted from the intentional acts or omissions, negligence, and misconduct of **SERVICES PROVIDER** and the **SERVICES PROVIDER'S Project Team**. Any such indemnification or reimbursement shall be made by **SERVICES**

PROVIDER within thirty (30) days of an appropriate finding of facts, whether by mutual agreement or by a court of law.

(b) The provisions of this paragraph shall survive the expiration of this Agreement. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this Agreement.

9. Confidentiality

SERVICES PROVIDER acknowledges that in the course of training and providing other support services to **CONTRACTING ENTITY**, **CONTRACTING ENTITY** may provide **SERVICES PROVIDER** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to **CONTRACTING ENTITY'S** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **SERVICES PROVIDER** agrees that during the time period this Agreement is in effect, and thereafter, neither **SERVICES PROVIDER** nor **SERVICES PROVIDER'S Project Team**, without the prior written consent of **CONTRACTING ENTITY**, shall disclose to any person, other than another member of **CONTRACTING ENTITY'S Administrative Team** or the **SERVICES PROVIDER'S Contract Administrator**, any information obtained by **SERVICES PROVIDER**. **SERVICES PROVIDER** will require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

10. Miscellaneous.

(a) **Validity.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

(b) **No Waiver.** The failure or neglect of any party hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this Agreement, or waiver by any party of strict performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

(c) **No Assignment without Consent.** The parties hereby agree that as this is an agreement for the provision of specialized services, therefore **SERVICES PROVIDER** may not assign this Agreement in whole or in part without the prior written consent of the **CONTRACTING ENTITY**. In addition, **SERVICES PROVIDER** agrees that the **SERVICES PROVIDER'S Project Manager** may not be removed or replaced without the express written consent of the **CONTRACTING ENTITY'S Contract Administrator**.

(d) **Venue and Applicable Law.** **Clients** and **SERVICES PROVIDER** hereby agree that any dispute, legal proceeding or action which may arise between or among them arising out of or in connection with this Agreement shall be adjudicated before a court located in Oklahoma City, Oklahoma, and each hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma located in Oklahoma City, Oklahoma and of the Federal District Court for the Western District of Oklahoma, located in Oklahoma City, with respect to any action or legal proceeding commenced by any party. The **SERVICES PROVIDER** irrevocably waives any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Agreement, and consents to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth in the notice provision of this paragraph. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma.

(e) **Descriptive Headings.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

(f) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

(g) **Amendments.** This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written amendment executed by each of the parties hereto.

(h) **Entire Contract.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

(i) **Time is of Essence.** Both the **CONTRACTING ENTITY** and **SERVICES PROVIDER** expressly agree that time is of the essence with respect to this Agreement, and the time for performance of each task shall be made a part of the Agreement and shall be strictly observed and enforced. Any failure on the part of the **CONTRACTING ENTITY** to timely object to the time of performance shall not waive any right of the **CONTRACTING ENTITY** to object at a later time.

(j) Intentionally Omitted.

(k) **No Extra Work.** No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **CONTRACTING ENTITY** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **CONTRACTING ENTITY** through a contract amendment.

(l) **Notices.** Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if e-mailed, hand delivered, or sent by facsimile transmission (upon confirmation of receipt), or if sent by certified mail (upon the sooner of the expiration of three (3) days after deposit in United States post office facilities properly addressed with first class postage prepaid or acknowledgment of receipt). All notices and payments to a party will be sent to the addresses set forth below or to such other address or person as such party may designate by notice to each other party hereunder:

To SERVICES PROVIDER:

The Collective Best
Att. Kevin Smith

454 27th Ave No., St. Petersburg, FL 33704

Telephone 727-235-4014

Fax _____

To CONTRACTING ENTITY:

The City of Oklahoma City
Attention: City Clerk
200 North Walker Ave, 2nd Floor
Oklahoma City, Oklahoma 73102
Telephone: (405) 297-2391
Fax: (405) 297-3121

(m) **Effective.** This Agreement shall become effective upon execution by the last party and be in effect for a term of one (1) year ("Initial Term").

(n) **Renewal Option.** If the services, products, and deliverables listed in **Attachments "A", "B", "C"** have not been completed by the end of the Initial Term, this Agreement may be renewed for up to three additional one-year periods at the option of the **Contracting Entity**. Should the **Contracting Entity** desire to renew the Agreement, a written preliminary notice will be furnished to the **SERVICES PROVIDER** prior to the expiration date of the Agreement. (Such preliminary notice will not be deemed to commit the **Contracting Entity** to renew.)

11. CONTRACTING ENTITY'S RESPONSIBILITIES.

(a) All financial obligations of the **CONTRACTING ENTITY** under this Agreement shall be solely the obligations of The City of Oklahoma City regardless of how stated herein.

12. Insurance.

(a) **SERVICES PROVIDER** shall obtain and provide **CONTRACTING ENTITY** with a copy of the certificate of insurance prior to execution of the contract by **CONTRACTING ENTITY** and shall maintain such insurance throughout the term of this Agreement as required and in the form and in the amount set forth in **Attachment "F"** which is incorporated herein by reference.

(b) **SERVICES PROVIDER** shall be responsible for providing the **CONTRACTING ENTITY** actual notice of any change, reduction, suspension, lapse or

cancellation of any insurance provided under this Agreement at least thirty (30) days prior to such change, reduction, suspension, lapse or cancellation.

(1) Should any insurance required by this Agreement be changed, reduced, suspended or cancelled, or otherwise lapse for any reason during the term of this Agreement, then **CONTRACTING ENTITY** may terminate this Agreement for cause and **SERVICES PROVIDER** shall also be liable and responsible for any claim by **CONTRACTING ENTITY** on their own behalf or on behalf of another, for:

- (a) any loss or damages, including direct, indirect, and consequential; and
- (b) any cost or expense, including attorney fees, court costs and administrative expenses; and
- (c) any other loss, damage cost or expense which would have been covered or assumed by the insurer had the changed, reduced, suspended, terminated, or lapsed policy been in effect without limitation as to the policy amount.

(2) The **CONTRACTING ENTITY** reserves the right to withhold payment of any funds otherwise due **SERVICES PROVIDER** to pay any claim or potential claim which it reasonably believes would otherwise be payable under the insurance policy but only if there is a lapse or termination of any required insurance coverage, or if there is a change in coverage and such change results in a material reduction in the dollar value of coverage or materially changes the policy's scope of coverage.

WITNESS the hands of the parties hereto:

The undersigned individual states that the Proposer will be bound the terms and conditions of this Professional Services Agreement.

TO BE COMPLETED BY THE PROPOSER:

Kevin B Smith MANAGING Partner 2/18/25
Signature of Individual Title Date

Note: If individual signing is not the owner or an officer of the business or corporation a letter of authorization is to be included. For instance, if a Salesman or Manager signs this form, a letter of authorization is to be attached. Corporate Seal will be accepted in lieu of an authorization letter if affixed to this document.

The Collective BEST - Kevin B Smith
Printed Name of Individual

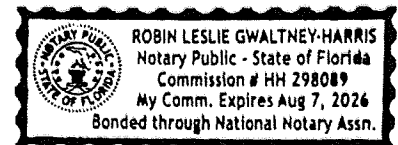
The Collective BEST 454 214 Ave No State FL 33704
Company Name and Address [Please Print] Zip Code

727-235-4014
Telephone Number and Fax Number if any

TO BE COMPLETED BY THE NOTARY:

State of * Florida)
County of * Pine Hills)
[*State and County where notarized must be written in.]

SS.



Signed and sworn to before me this 18TH day of February, 2025
by KEVIN B. SMITH
[Printed name of individual who signed above.]

My Commission number: 298089

My Commission expires: 8/7/2026 Robin Gwaltney-Harris
[Date/Year] Signature of Notary Public

This Professional Services Agreement was approved by The City of Oklahoma
City this _____ day of _____, 2025.

Attest:

City Clerk

Mayor

Reviewed for form and legality.



Assistant Municipal Counselor

Professional Services Agreement

Attachments

The following Attachments are incorporated by reference into the Agreement by and between the CONTRACTING ENTITY and SERVICES PROVIDER and shall have the priority and precedence as first set forth in paragraph one of this Agreement.

The Attachments include:

Attachment "A" ("Project Description, Scope of Services, List of Products, Solutions and Deliverables, and Payment Milestones and Schedule of Fees For Phase No. 1"),

Attachment "B" ("Project Description, Scope of Services, List of Products, Solutions and Deliverables, and Payment Milestones and Schedule of Fees For Phase No. 2"),

Attachment "C" ("Project Description, Scope of Services, List of Products, Solutions and Deliverables, and Payment Milestones and Schedule of Fees For Phase No. 3"),

Attachment "D" ("SERVICES PROVIDER'S Project Team"),

Attachment "E" ("Request for Quotes"),

Attachment "F" ("Insurance"),

Professional Services Agreement

Attachment “A” (“Project Description, Scope of Services, List of Products, Solutions and Deliverables, and Payment Milestones and Schedule of Fees For Phase No. 1”)

Attached behind this page is a copy of the Project Description, Scope of Services, List of Products, Solutions and Deliverables, and Payment Milestones and Schedule of Fees For Phase No. 1 to be provided by the SERVICES PROVIDER in accordance with this Agreement.

LEGACY SPORTS GROUP

MANAGEMENT • CONSULTING • EVENTS

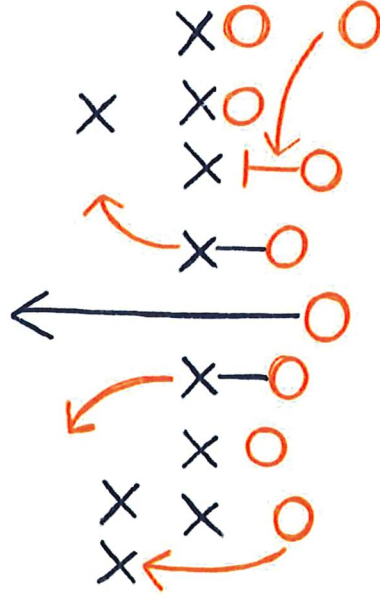
The City of Oklahoma City

MAPS4

"The Journey of a Great City is never over"
Oklahoma City Mayor David Holt

Legacy Sports Group, LLC

We Deliver Business Solutions in Sport



Legacy Sports Group is a consulting, management and event production firm who specializes in the sports tourism industry. The LSG team works alongside communities to help transform their destinations through sport. We provide assistance throughout each step of the transformation process, including; feasibility studies, financial forecasting, planning & development, facility management and operational logistics. Additionally, we offer assistance in event development, planning and execution.

LSG can deliver solutions for every aspect of sport. By leveraging our diverse experiences, innovative and collaborative thinking, LSG is able to help guide organizations through feasibility studies, reimagine workflows, or advise on how to continue the development of your business.

!! **Our Mission:** To assist organizations in developing strategies and solutions to transform their destination through the business of sport.

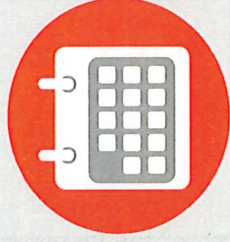
!! **Our Vision:** We endeavor to become the leading voice at the intersection of youth sports and economic development for communities.

Our Services



Consulting

LSG offers a unique, peer-based approach to our consulting services. Our team has experience as senior executives at world-class sports and tourism organizations, providing access to unparalleled talent across a wide range of specialties. We've been in your shoes, and truly understand the challenges you face.



Events

With over 15 years of experience building and producing events from the ground up, we're equipped to assist you with every aspect of planning your next sporting event, small meeting, conference, or festival. We will guide your organization step by step, from initial planning to post-event follow up.



Management

LSG management specialists work in partnership with clients, giving independent, expert advice in response to their challenges and goals. We tailor our services for a wide range of clients focusing on operations, marketing and business development.



Services

Throughout the years, LSG has provided event owners the additional staff needed to produce a successful event. LSG can provide temporary staff to perform a variety of services such as; marketing & promotions, parking operations, event operations, and day labor.

Project Lead, William R. Knox Sr., *President & CEO of Legacy Sports Group and Partner of The Collective BEST*

William R. Knox, President and CEO of Legacy Sports Group, has carried a longtime passion for sports and the business behind sport. His extensive experience within the Sports Tourism industry is second to none in the state of Indiana. From conceptualizing and operationalizing the sports tourism arm for Hamilton County Tourism, to managing Grand Park, the largest sports complex in the U.S., William is the backbone of LSG and a trusted expert when it comes to the impact sport has on a community.

Under William's leadership, Legacy Sports Group works side by side with communities throughout the U.S. to transform their destinations by leveraging the power of sport. William also helps communities take their thriving sports recreation programs and align them with their sports tourism goals.

Above all else, William's first priority is his family. William's three children are his pride and joy and the contributing reason behind his motivation to start his own company. The company name, Legacy Sports Group, is derived from his desire to build a legacy for his family such that they have an opportunity to positively impact communities just like he has for the last 25 years.



! ! ! The Collective BEST

Legacy Sports Group is one of six consulting firms that have come together to form The Collective BEST. This grouping of industry professionals was thoughtfully and purposefully assembled to form a dream team of exceptional experts that span across a variety of domains specific to many disciplines in the sports events and tourism industry.

In an industry full of "jack-of-all trades" LSG's approach is drastically different. No two projects are the same, and each requires careful consideration of alignment between the needs of the client and the expertise that can properly support those needs. For Oklahoma City's MAPS 4 Project, LSG will serve as the project lead and the main point of contact for Oklahoma City. However, rather than making our personnel fit this project, we will lean on members of The Collective BEST who are uniquely suited to assist in this project.

Kris Smith,
KBS Sports
Strategies



Ravi Rajcoomar,
People for Bikes



peopleforbikes

Kevin Smith,
On Point Sports
Strategies



Matt Dunn,
Raconteurs

raconteurs.
(rac-on-teurs), n.
those who tell stories with great skill

Mike Chandler,
Altitude Event
Consulting





Summary of Understanding

Legacy Sports Group understands this is an intentionally broad-reaching professional services request as the City of Oklahoma City is looking for a true partner to assist them in the Neighborhood Parks component of their MAPS 4 planning process.

The MAPS 4 Implementation Plan clearly lays out the process each project must go through - Planning, Pre-Design, Design and Construction - and LSG believes that through sound research, in combination with our exceptional experience in the sports tourism industry we will be able to make sound recommendations on the appropriate path forward and fulfil the planning phase of this process.

To that end, our team has broken this proposal into three phases:

1. Discovery
2. Analysis
3. Recommendations

Proposed Scope of Work #1

Phase #1: Discovery

On-Site Facility Review – Having an actual “boots on the ground” lay of the land is vital to properly assessing the current state of each facility. The project team will conduct a thorough on-site review of the current state of the pre-identified soccer facilities.

Facility Operations Review – This review will include such items as operational processes and procedures, scheduling, business development efforts, budgets, rate cards, etc. The project team will combine observational learning with qualitative interviews and physical document review.

Key Stakeholder Interviews – No more robust learning can come than from actually talking to people. The project team will conduct a series of interviews with key stakeholders from a wide cross-section of the community.

Phase #2: Analysis

Local Market Analysis – An understanding of the market is imperative in understanding what, if any, constraints there are in terms of the market's ability to properly support any recommendations made. The project team will focus on the local market area of OKC.

Needs Analysis –Based on the information gathered, the project team will conduct a formal, systematic analysis to determine the specific needs or the “what” that should be addressed for each park.

Gap Analysis –The needs assessment will identify the “what” and the gap analysis will then flush out the “how”. The project team will work to close the gaps through ideation and prototyping solutions on how to potentially fulfil the needs.

Phase #3: Recommendations

The goal throughout this project is to be objective and diligent with any proposed community resource use, and to ensure that OKC is set up for long-term success and sustainability.

For this proposed scope of work, the final deliverable will be a Strategic Action Plan (SAP) inclusive of; recommendations and action steps needed to fulfil those recommendations.

Develop RFQ/RFP for third party management
The project team will work with all parties to draft the necessary documents for the city to evaluate third party management opportunities.

Within this project scope, the team will also provide 25 hours of consulting time to assist with the review and evaluation of the submitted RFP's

Project Scope #1 Timeline & Cost

The start of this project will be determined in concert with The City of Oklahoma City upon contract execution. The project phases will be conducted concurrent with one another based upon the cooperation of other parties and the attainment of any requested documentation the project team may make.

The project team will provide the City of Oklahoma City with monthly status reports to ensure they are kept well informed of our progress. The timeline for submission of these reports will be addressed if awarded the opportunity to partner with the City of Oklahoma City.

Scope of Work	Project Months*					
	1	2	3	4	5	6
On-Site Project Kickoff Meeting						
Phase #1: Discovery						
Phase #2: Analysis						
Phase #3: Recommendations						
On-Site Presentation & Delivery of Final Report						

The project cost will be \$45,000.00 payable in monthly installments of \$7,500.00 for a 6-month period. The estimated travel cost of \$5000 is included in the overall project cost.

Professional Services Agreement

Attachment “B” (“Project Description, Scope of Services, List of Products, Solutions and Deliverables, and Payment Milestones and Schedule of Fees For Phase No. 2”)

Attached behind this page is a copy of the Project Description, Scope of Services, List of Products, Solutions and Deliverables, and Payment Milestones and Schedule of Fees For Phase No. 2 to be provided by the SERVICES PROVIDER in accordance with this Agreement.

Phase 2 Scope of Services PROFESSIONAL SERVICES AGREEMENT

SCOPE OF WORK AND SERVICE FEES:

Overview:

Upon the completion of consultation services, it was recommended by the project team that the Oklahoma City Parks & Recreation Department seek out a third-party management group to take over the oversight of the operation of C. B. Cameron Park and/or South Lakes Park upon the completion of the impending renovations.

The Collective Best proposes that, in order to accomplish this, an additional evaluation is conducted to determine the costs associated with the transition of management. Directly following this evaluation, a RFQ/RFP process should be conducted.

Below outlines the scope of work for the transition evaluation:

Transition Start-Up Cost Evaluation

The Collective Best proposes to perform the below services in order to assist the Oklahoma City Parks & Recreation Department in their pursuit to determine what financial contributions would be required to transition management.

Proposed services:

- Conduct a thorough review of the historical operating budgets for each of the respective parks to understand the baseline operating costs needed to maintain each park
- Develop a 2-year operating proforma for each park that aligns with the impending improvements being made
- Evaluate existing FF&E inventory list or conduct an FF&E audit as well as compile a listing of any additional FF&E that is needed for the operation of each park
- Conduct a cash flow analysis to understand the anticipated monthly revenues and expenditures
- Determine annual subsidy from the parks department, if any, related to the transition of management

Deliverable(s):

1. 2-year operating proforma for each park
2. FF&E inventory list for each park (if needed)
3. Recommended timeline for transition of management
4. Statement of annual subsidies, if any, needed from the parks department

PAYMENT TERMS:

- Payment will be made in 2 installments of \$12,000 for a total of \$24,000.00. First Payment will be due upon Contracting Entity issuing a Notice to Proceed for Phase No. 2.. Second Payment will be due upon acceptance by OKC Parks & Recreation Department of the report containing the Deliverables listed above.

Transition Start-Up Cost Evaluation	\$24,000.00
Total Cost:	\$24,000.00

Professional Services Agreement

Attachment “C” (“Project Description, Scope of Services, List of Products, Solutions and Deliverables, and Payment Milestones and Schedule of Fees For Phase No. 3”)

Attached behind this page is a copy of the Project Description, Scope of Services, List of Products, Solutions and Deliverables, and Payment Milestones and Schedule of Fees For Phase No. 3 to be provided by the SERVICES PROVIDER in accordance with this Agreement.



Phase 3 Scope of Services PROFESSIONAL SERVICES AGREEMENT

SCOPE OF WORK AND SERVICE FEES:

Overview:

Upon the completion of consultation services, it was recommended by the project team that the Oklahoma City Parks & Recreation Department seek out a third-party management group to take over the oversight of the operation of C. B. Cameron Park and/or South Lakes Park upon the completion of the impending renovations.

The Collective Best proposes that, in order to accomplish this, an additional service to assist the Oklahoma City Parks and Recreation Department in the pursuit of the RFQ/RFP and operator selection process.

Below outlines the scope of work for the transition evaluation:

Phase 3: RFQ/RFP Process

The Collective Best proposes to perform the below services in order to assist the Oklahoma City Parks & Recreation Department in their pursuit to identify and select a third-party management group to take over the oversight of the operation of C. B. Cameron Park and/or South Lakes Park.

3.1 : Request for Qualifications (RFQ)

The first step of phase 3 is to work alongside and support the Oklahoma City Parks & Recreation Department during the RFQ process

Proposed services:

3.1.1 : Development

- Work alongside the Oklahoma City Parks & Recreation Department to determine the desired framework for the RFQ
- Provide guidance on the timeline for the RFQ process including; due dates, schedule of events, submission guidelines, submission requirements, and support documentation
- Provide guidance on the various components needed for the submission of qualifications
- Work with the Oklahoma City Parks & Recreation Department to develop a RFQ/RFP Response Review Committee
- Help guide the Oklahoma City Parks & Recreation Department and the RFQ Response Review Committee through the development of a scoring rubric for the RFQ

Deliverable(s):

1. Outline of the schedule of events needed to complete the RFQ process
2. Outline of the necessary components needed for the RFQ submission
3. Outline of the reporting requirements
4. RFQ Scoring Rubric

3.1.2 : Dissemination

- Work with the Oklahoma City Parks & Recreation Department to distribute RFQ
- Assist the Oklahoma City Parks & Recreation Department and the RFQ Response Review Committee in the Q&A portion of the RFQ response process
- Help organize responses once received to create a summary report

Deliverable(s):

1. Response summary report

3.1.3 Review

- Assist in the scoring process
- Assist in determining finalists to move forward to the RFP process

Deliverable(s):

1. Scoring summary
2. List of finalists

3.2 : Request for Proposals (RFP)

The second step in phase 3 is to work alongside and support the Oklahoma City Parks & Recreation Department during the RFP process

Proposed services:

3.2.1 : Development

- Work alongside the OKC parks team to determine the desired framework for the RFP
- Provide guidance on the timeline for the RFP process including; due dates, schedule of events, submission guidelines, submission requirements, and support documentation
- Provide guidance on the minimum qualifications needed by respondents in order to qualify to submit
- Provide institutional knowledge of facility operations and best practices to further refine the scope of the RFP
- Provide guidance on the various components needed for the submission of a proposal
- Develop criteria and guidelines for current operators for the RFP response process
- Help guide the Oklahoma City Parks & Recreation Department and the RFP Response Review Committee through the development of a scoring rubric for the RFP

Deliverable(s):

1. Outline of the schedule of events needed to complete the RFP process
2. Outline of the necessary components needed for the RFP submission
3. Outline of the reporting requirements
4. RFP Scoring Rubric

3.2.2 : Dissemination

- Work to disseminate RFP to qualified finalists
- Assist the Oklahoma City Parks & Recreation Department and the RFP Response Review Committee in the Q&A portion of the RFP response process
- Help organize responses once received to create a summary report

Deliverable(s):

1. Response summary report

3.2.3 : Review

- Assist in the Q&A portion of the RFP response process
- Assist with on-site interviews
- Assist in the scoring process

Deliverable(s):

1. Scoring summary

3.2.4 : Award/Transition

- Assist with Contract Negotiations
- Work with the Oklahoma City Parks & Recreation Department and the RFP Response Review Committee to develop and implement KPI's to include in the contract
- Assist with the development of the contract for facility management

Deliverable(s):

1. N/A

PAYMENT TERMS:

- Payment will be upon completion of payment milestones as outlined below. Total payment for all milestones listed in Phase 3.1 (Request for Qualifications) will be \$24,000.00. Total payment for all milestones listed in Phase 3.2 (Request for Proposals) will be \$24,000.00.
- Based on the scope of work outlined, we anticipate needing to be in the market 3-4 times for in-person meetings or reporting (*travel cost for these trips is included in the overall fees*)

Phase 3.1 Request for Qualifications:	
Phase 3.1.1 – upon approval of Notice to Proceed for Phase 3.1.1 from Oklahoma City Parks & Recreation Department	\$4,000.00
Phase 3.1.1 – upon acceptance by Oklahoma City Parks & Recreation Department of Deliverables listed for Phase 3.1.1	\$4,000.00
Phase 3.1.2 – upon approval of Notice to Proceed for Phase 3.1.2 from Oklahoma City Parks & Recreation Department	\$4,000.00
Phase 3.1.2 - upon acceptance by Oklahoma City Parks & Recreation Department of Deliverables listed for Phase 3.1.2	\$4,000.00
Phase 3.1.3. - upon approval of Notice to Proceed for Phase 3.1.3 from Oklahoma City Parks & Recreation Department	\$4,000.00
Phase 3.1.2 - upon acceptance by Oklahoma City Parks & Recreation Department of Deliverables listed for Phase 3.1.3	\$4,000.00
Phase 3.2 Request for Proposals	
Phase 3.2.1 - upon approval of Notice to Proceed for Phase 3.2.1 from Oklahoma City Parks & Recreation Department	\$3,000.00
Phase 3.2.1 - upon acceptance by Oklahoma City Parks & Recreation Department of Deliverables listed for Phase 3.2.1	\$3,000.00
Phase 3.2.2 - upon approval of Notice to Proceed for Phase 3.2.2 from Oklahoma City Parks & Recreation Department	\$3,000.00
Phase 3.2.2 - upon acceptance by Oklahoma City Parks & Recreation Department of Deliverables listed for Phase 3.2.2	\$3,000.00

Phase 3.2.3 - upon approval of Notice to Proceed for Phase 3.2.3 from Oklahoma City Parks & Recreation Department	\$3,000.00
Phase 3.2.3 - upon acceptance by Oklahoma City Parks & Recreation Department of Deliverables listed for Phase 3.2.3	\$3,000.00
Phase 3.2.4 - upon approval of Notice to Proceed for Phase 3.2.4 from Oklahoma City Parks & Recreation Department	\$3,000.00
Phase 3.2.4 - upon completion of Phase 3.2.4	\$3,000.00
Total Cost for all phases:	\$48,000.00

Professional Services Agreement
Attachment “E” (“Request for Quotes”),

Attached behind this page is a copy of the City’s Request for Quotes.

The Oklahoma City Parks & Recreation Department is seeking quotes for consultation services on how to best meet the operational and management needs of the multifield soccer sports complexes owned by the Parks and Recreation Department.

Background:

MAPS 4 ([MAPS 4 | City of OKC](#)) funded the refurbishment and development of two OKC Parks & Recreation owned soccer complexes. Those complexes are currently operated by private soccer clubs. Specifically, the Parks & Recreation Department would like the consultant to review the current partnership contracts and agreements, review club financials, and offer suggestions on the management and operational best practices for the improved complexes that minimizes cost to the City and the Parks and Recreation Department. Also, offer consultation on physical needs of the facilities to maximize usage and revenue generation that includes, but is not limited to: private soccer club tenants; local, regional and national soccer tournaments; and other sporting opportunities in the complexes. Should operations and management recommendations include pursuing a contractual management company to oversee and operate the facilities, the consultant services should include the development of an RFQ/RFP for third party management and assistance with the review and evaluation of the submitted RFP's.

Deliverables:

1. Comprehensive recommendations and a strategic action plan for long term success for the operation and management of the soccer complexes.
2. Assistance in development and evaluation of RFP responses for 3rd party management companies should the assessment determine one is needed.
3. Consultation to assist with the review and evaluation of the submitted RFP responses.

Quote Submission:

- Quotes must be returned by **Tuesday, March 7, 2023**. Quotes can be emailed to daniel.keeth@okc.gov or delivered to Dan Keeth, City of Oklahoma City Parks and Recreation Department, 420 West Main St. Suite 210, Oklahoma City, OK 73102.
- Quote documentation should include:
 - Scope of project
 - Price quote to include any necessary travel and subcontractor costs.
 - Timeline for completion of discovery and presentation of deliverables.
 - Experience with similar consultation projects
 - Qualifications
 - Key personnel
 - Company history

Contacts:

- Melinda McMillan-Miller, Parks and Recreation Department Director – questions regarding existing and future facilities, current operations, current 3rd party partners and agreements, and known socio and political environments.
melinda.mcmillan@okc.gov
405-297-2139
- Dan Keeth – Questions regarding quote submission
daniel.keeth@okc.gov
405-297-3954

Professional Services Agreement

Attachment "F" ("Insurance"),

Insurance Certificates

Attached behind this page is a Certificate of Insurance provided by the SERVICES PROVIDER to meet the requirements listed below. The SERVICES PROVIDER shall maintain the insurance throughout the entire contract.

Prior to approval of this contract, the CONSULTANT/SERVICE PROVIDER shall obtain insurance coverage as provided below. The CONSULTANT/SERVICE PROVIDER must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below. Certified, true and exact copies of all insurance policies required and endorsement pages shall be provided to the City and its participating trusts on a timely basis if requested by City staff.

All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to the City and its participating trusts. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

Nothing in this Section shall define or limit the rights of any party to this contract under any other provision of this contract, including but not limited to any indemnification provision.

- A. Additional Insureds: All liability policies (except professional liability and worker's compensation and employer's liability policies) shall provide that the City and its participating trusts are named additional insureds without reservation or restriction. The City and any of its participating trusts shall be named as loss payees on the CONSULTANT/SERVICE PROVIDER's valuable papers insurance policy for this Project.

All insurance coverage of the CONSULTANT/SERVICE PROVIDER shall be primary and non-contributory to any insurance or self-insurance program carried by the City and its participating trusts.

All insurance policies shall include a severability of interest provision wherein claims involving any insured hereunder, except with respect to limits of insurance, interests shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

- B. Deductibles: All policies must be fully insured with any single policy deductible not exceeding \$25,000. All deductibles must be declared on the certificate of insurance. If no deductible is declared, the CONSULTANT/SERVICE PROVIDER is stating a deductible does not exist and thus a deductible is not approved or accepted. If the CONSULTANT/SERVICE PROVIDER's deductible is different than declared, then the City and its participating trusts will hold an equal amount from pay claims until corrected.

Self-insured retentions will not be accepted unless accompanied by a bond (financial guarantee bond) or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by the CONSULTANT/SERVICE PROVIDER's self-insured retention.

- C. Policy Limits: The insurance coverage and limits required of the CONSULTANT/SERVICE PROVIDER under this contract are designed to meet the minimum requirements of the City and its participating trusts. Such coverage and limits are not designed as a recommended insurance program for the CONSULTANT/SERVICE PROVIDER. The CONSULTANT/SERVICE PROVIDER alone shall be responsible for the sufficiency of its own insurance program. Should the CONSULTANT/SERVICE PROVIDER have any question concerning its exposures to loss under this contract or the possible insurance coverage needed therefore, the CONSULTANT/SERVICE PROVIDER should seek professional assistance.

All policies shall be in the form of an "occurrence" insurance coverage or policy. If any insurance is written in a "claims-made" form, the CONSULTANT/SERVICE PROVIDER shall also provide tail coverage that extends a minimum of two year from the expiration of this contract.

The minimum aggregate limits of such insurance policies and continuing coverage shall be:

- (1) Worker's Compensation and Employer's Liability Insurance. The CONSULTANT/SERVICE PROVIDER shall provide and maintain, during the term of the contract, worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the Project, and in case any work is subcontracted, the CONSULTANT/SERVICE PROVIDER shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the CONSULTANT/SERVICE PROVIDER. In the event any class of employees engaged in work performed under the contract or at the site of the Project is not protected under such insurance heretofore mentioned, the CONSULTANT/SERVICE PROVIDER shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected. If the CONSULTANT/SERVICE PROVIDER is exempt under the laws of the state of Oklahoma from the requirement to obtain and maintain worker's compensation insurance, then the CONSULTANT/SERVICE PROVIDER must provide the City and its participating trusts a copy of its Affidavit of Exempt Status from the Oklahoma Insurance Department.
- (2) Commercial General Liability Insurance. The CONSULTANT/SERVICE PROVIDER shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51

O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, as provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or 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 accident or occurrence.

- (3) Automobile Liability Insurance. The CONSULTANT/SERVICE PROVIDER shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet the maximum cumulative liability of all parties to this contract, including the City and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or 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 accident or occurrence.

- (4) Fidelity and Crime Insurance. Fidelity and Crime Insurance, which includes but is not limited to Burglary, Theft and Employee dishonesty with a Blanket limit of \$1,000,000, shall be provided. Such insurance shall also include coverage for money and securities, valuable papers. The City of Oklahoma City and OCPPA shall be named as loss payee.

D. Certificates: The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on forms approved by the Oklahoma Insurance

Commissioner. Copies of these certificates have been provided to the Purchasing Agent or her/his designee prior to execution of this contract and are attached hereto. The certificate(s) must be signed by the authorized representative of the insurance company(s) shown in the certificate(s). The CONSULTANT/SERVICE PROVIDER must attach a copy of the power of attorney evidencing the authority of the authorized representative to execute the certificate of insurance. The certificate must include the Project or Contract number and Project or Contract description or name.

- E. Cancellation. There may be no termination, non-renewal, reduction in coverage, or modification of such insurance coverage.

The CONSULTANT/SERVICE PROVIDER authorizes the City and its participating trusts to confirm all information so furnished as to the CONSULTANT/SERVICE PROVIDER's compliance with its bonds and insurance requirements with the CONSULTANT/SERVICE PROVIDER's insurance agents, brokers, surety and insurance carriers. The lapse of any insurance policy or coverage required by this contract is a breach of this contract for which the CONSULTANT/SERVICE PROVIDER shall repay and reimburse all payment made under the contract and such other damages, losses, and costs incurred by the City and its participating trusts. The City and its participating trusts may at their option suspend this contract until there is full compliance with this paragraph, and/or may suspend payment under this contract, and/or may cancel or terminate this contract and seek damages for the breach of this contract. The remedies in this paragraph shall not be deemed to waive or release any remedy available to The City and its participating trusts. The City and its participating trusts expressly reserve the right to pursue and enforce any other cause or remedy in equity or at law.

In the event of a reduction in any aggregate limit, the CONSULTANT/SERVICE PROVIDER shall immediately notify the City and its participating trusts and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the City and its participating trusts request a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit, the CONSULTANT/SERVICE PROVIDER hereby agrees to promptly authorize and have delivered to the City and its participating trusts such statement.

- F. Duration of Coverage. All insurance coverage required under this contract shall be maintained in full force and effect until completion and formal acceptance of the Project by the City and its participating trusts. For CONSULTANT/SERVICE PROVIDERs providing claims-made insurance coverage, such coverage must be maintained in full force and effect for a period of two (2) years after the final, formal acceptance of this Project by the City and its participating trusts.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/03/2025

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 Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306		CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com	
INSURED The Collective BEST, LLC 454 27th Ave N Saint Petersburg, FL 33704		INSURER(S) AFFORDING COVERAGE INSURER A: State National Insurance Company, Inc. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 12831	

COVERAGES **CERTIFICATE NUMBER:** 963176238 **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"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		NXTX3XDFY7-02-GL	03/18/2024	03/18/2025	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 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> 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 N/A						PER STATUTE OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	Professional Liability	X		NXTX3XDFY7-02-GL	03/18/2024	03/18/2025	Each Occurrence: \$1,000,000.00 Aggregate: \$2,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is City of Oklahoma City. 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.

CERTIFICATE HOLDER

City of Oklahoma City
200 N Walker Ave
Oklahoma City, OK 73102

LIVE CERTIFICATE



Click or scan to view

CANCELLATION

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

Ann Ryan