

LANDSCAPE IMPROVEMENT AND MAINTENANCE AGREEMENT

This Landscape Improvement and Maintenance Agreement (“Agreement”) is entered into between The City of Oklahoma City (“City”) and the Board of Regents of the University of Oklahoma (“OU Regents”) for maintenance of medians on Lincoln Boulevard from Northeast 4th Street to Northeast 13th Street, and medians on Phillips Avenue from Northeast 6th Street to Northeast 8th Street (collectively, the “Medians,” see Exhibits A and B, incorporated herein).

WHEREAS, for a number of years, the City and OU Regents have entered into Agreements for maintenance of the Medians; and

WHEREAS, the most recent Agreement has expired, and the parties wish to enter into a new Agreement for continued maintenance of the Medians; and

WHEREAS, OU Regents can maintain the Medians in a manner equivalent to (or exceeding) the current City standard and consistent with landscape maintenance on the campus of Oklahoma Health Sciences.

NOW, THEREFORE, the parties agree:

1. **TERM**

This Agreement shall be effective from July 1, 2024, through June 30, 2025.

2. **CONSIDERATION**

For its services under this Agreement, the City shall pay OU Regents eighteen thousand dollars (\$18,000). OU Regents shall ensure that related water meters are in its name. The City’s payment to OU Regents shall be due on April 1, 2025, upon submission to the City of a verified claim. With the claim, OU Regents shall submit a report listing all installation, construction, and maintenance performed upon the Medians.

3. **IMPROVEMENT AND MAINTENANCE STANDARD**

OU Regents shall plant, install, construct, and maintain landscape improvements upon the Medians in a manner comparable to the grounds and surrounding areas of Oklahoma Health Sciences.

4. **PLANS AND SPECIFICATIONS**

Before planting, installing, or constructing landscape improvements upon the Medians, OU Regents shall submit plans and specifications for approval by the City’s authorized agent(s). OU Regents shall not initiate substantial changes, additions, or deletions to the Medians without approval of the City’s authorized agent(s).

5. STAFF AND CONTRACTORS

OU Regents shall use in-house staff and/or contractors to perform installation, construction, and maintenance upon the Medians. OU Regents shall ensure that, before performing any work under this Agreement, its contractors comply with the provisions of Sections 9 and 15.

6. COMPLETE AGREEMENT

This Agreement contains the complete understanding between the parties. No changes to this Agreement shall be effective unless made in writing and signed by both parties.

7. REPRESENTATIONS

The City and OU Regents certify that all conditions precedent to the valid execution of this Agreement have been satisfied.

8. ASSIGNMENT AND SUBLETTING

This Agreement shall not be assigned without prior, written consent of the City.

9. INDEMNIFICATION

Each party shall be responsible for its own negligent and intentional acts and omissions, with the liability of both parties governed by the terms of the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq., "Tort Claims Act"), as it may be amended.

10. GOVERNING LAW

This Agreement shall be governed by the applicable laws of the City, the state of Oklahoma, and the United States of America.

11. TERMINATION

This Agreement may be terminated by either party, without cost or liability and to the extent permitted by law, upon ninety (90) calendar days' written notice to the other party. However, if either party terminates this Agreement before June 30, 2025, OU Regents shall reimburse the City for any unused portion of payments made under Section 2.

12. NOTICES

A. Notices under this Agreement (excluding service of process) shall be in writing, via United States mail, postage prepaid, addressed to:

City

The City of Oklahoma City
Parks and Recreation Department
c/o Parks and Recreation Director
420 W. Main, Suite 210
Oklahoma City, OK 73102
(405) 297-3882
okcparks@okc.gov

and

The City of Oklahoma City
City Clerk's Office
200 North Walker Avenue, 2nd Floor
Oklahoma City, OK 73102
(405) 297-2391
cityclerk@okc.gov

B. OU Regents

The Board of Regents of the University of Oklahoma
Paul Manzelli, Senior Associate Vice President for Administration and Finance
865 Research Parkway, Suite 530
Oklahoma City, OK 73104
(405) 271-2399
paul-manzelli@ouhsc.edu

13. SECTION HEADINGS

The section headings of this Agreement are for convenience of reference only and shall not affect its meaning or interpretation. OU Regents acknowledges that its authorized agent was able to fully review all Agreement terms before signing. This Agreement shall not be construed in favor of (or against) either party based on who drafted it.

14. CITY DESIGNEE

The city manager of the City or designee is authorized to exercise any right or duty of the City under this Agreement.

15. INSURANCE

- A. As a state entity, OU Regents and its employees are self-insured for liability protection by the State of Oklahoma in accordance with the terms of the Tort Claims Act, as it may be amended, and self-insured for Workers' Compensation liability per statutory requirements.

- B. OU Regents' contractors shall provide a comprehensive general liability insurance policy sufficient to meet the City's maximum liability under the Tort Claims Act, as it may be amended. The current required minimum general liability coverage is one hundred seventy-five thousand dollars (\$175,000) per person for injury or death, twenty-five thousand dollars (\$25,000) per claim for property damage, and one million dollars (\$1,000,000) for all claims arising from a single occurrence, to be effective during the Agreement term. If OU Regents' contractors' insurance policy includes a self-insured retention provision, the contractors shall provide documentation reasonably acceptable to the City of their ability to meet the self-insurance threshold. OU Regents' contractors shall provide such documentation to the City before this Agreement is docketed for City Council action. OU Regents' contractors shall pay required insurance premiums or deductibles.
- C. The insurance policy required in Subsection 15.B. shall name the City as additional insured. OU Regents' contractors shall not cancel, fail to renew, nor decrease the limits by endorsement without thirty (30) calendar days' prior, written notice to the City by certified mail using the contact information contained in Subsection 12.A.
- D. OU Regents' contractors shall provide employers' liability insurance and workers' compensation insurance as required by state law.
- E. Consistent with the other requirements of this section, OU Regents' contractors shall provide a certificate of insurance to the City's authorized agent(s) before this Agreement is docketed for City Council action. (See Exhibit C, incorporated herein.)

REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW

APPROVED by the Board of Regents of the University of Oklahoma this 16th day of July, 2024.

Soraya Haele
Secretary

Paul Manzelli
Paul Manzelli, Senior Associate Vice
President for Administration and
Finance

Oklahoma County)
) SS:
State of Oklahoma)

This instrument was acknowledged before me on this 16th day of July, 20

Notary Public Laphone Hunning My commission expires 9/18/27



APPROVED by the Council of The City of Oklahoma City this 13TH day of AUGUST, 2024.

Amy K Simpson
City Clerk



David Holt
Mayor

REVIEWED for form and legality.

Jill Burnett
Assistant Municipal Counselor

Exhibit A

Medians on Phillips Ave. from NE 6th St. to NE 8th St.

(Attached)

Exhibit A

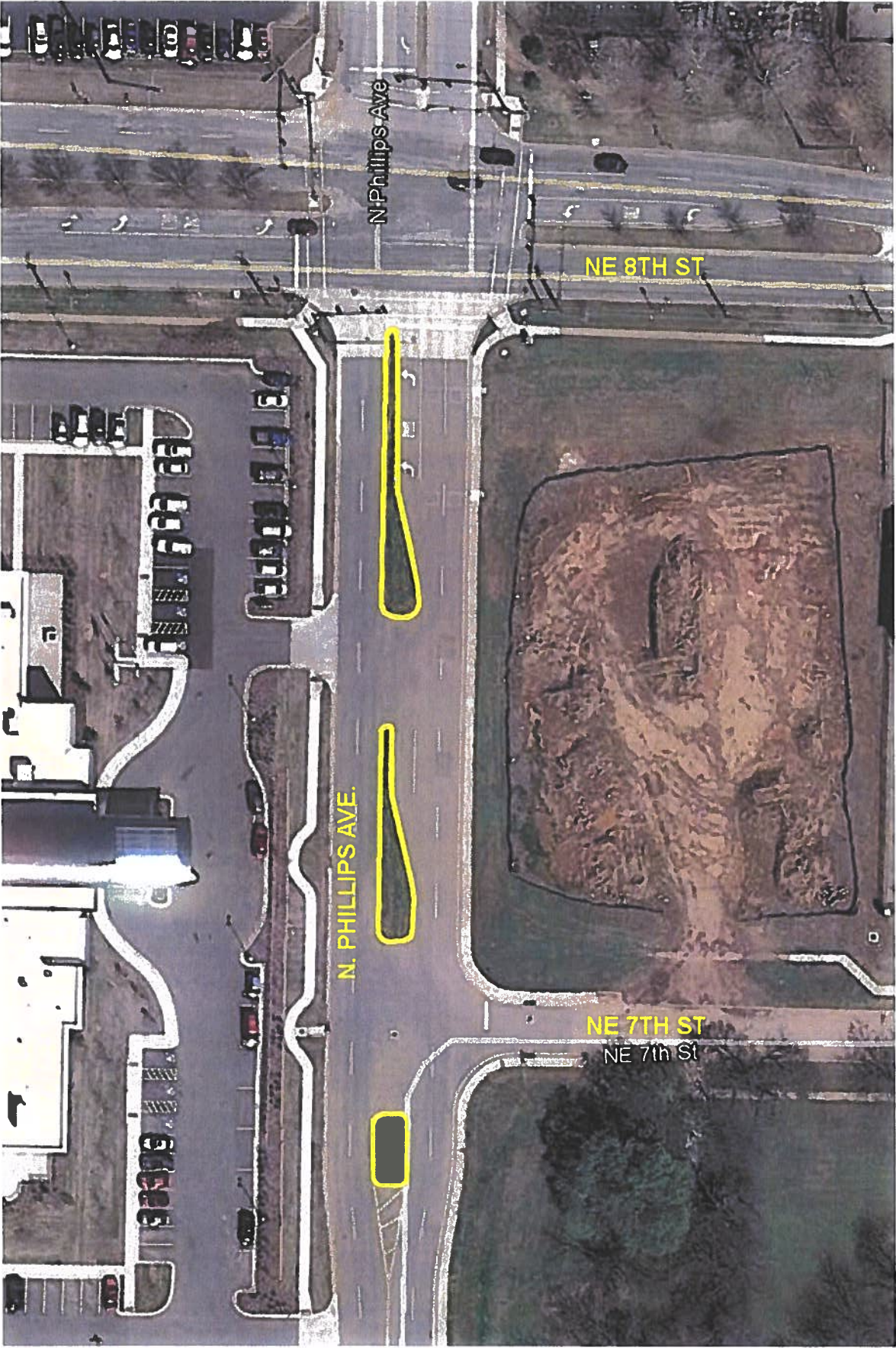


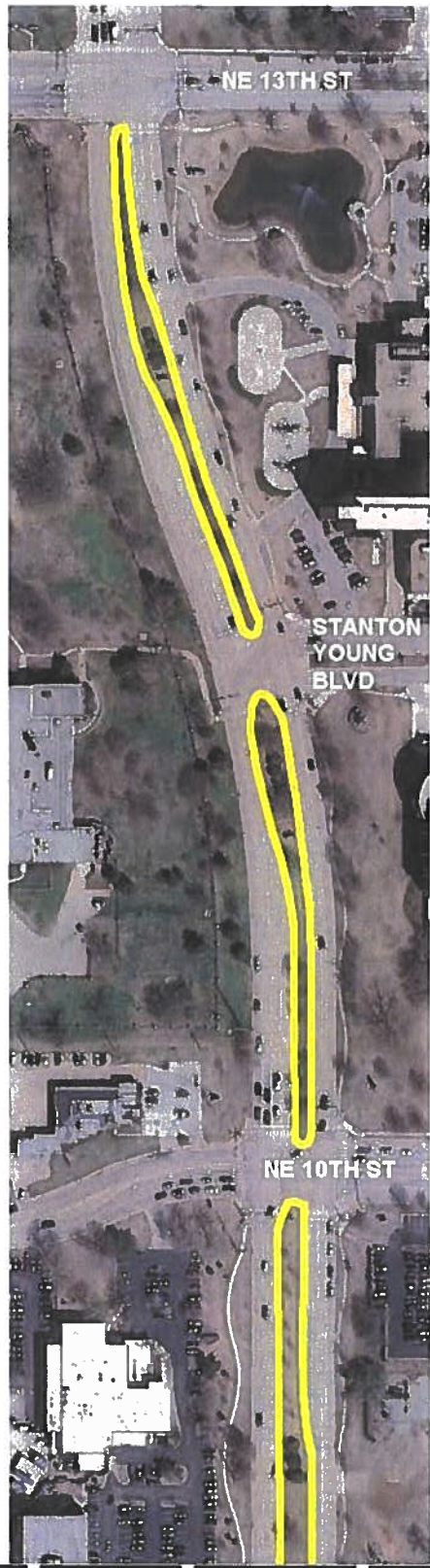
Exhibit B

Medians on Lincoln Blvd. from NE 4th St. to NE 13th St.

(Attached)

Exhibit B

MATCHLINE A



MATCHLINE A



The City of
OKLAHOMA CITY
Parks & Recreation Department



Exhibit C
Contractor Certificate of Insurance
(Attached)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/29/2024

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

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

PRODUCER Aon Risk Services, Inc of Florida 701 Brickell Avenue Suite 3200 Miami FL 33131 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED LandCare USA L.L.C. 5295 Westview Drive Suite 100 Frederick MD 21703 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Safety National Casualty Corp</td><td>15105</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Safety National Casualty Corp	15105	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 570105877494

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.

Limits shown are as requested

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 <table><tr><td><input type="checkbox"/> CLAIMS-MADE</td><td><input checked="" type="checkbox"/> OCCUR</td></tr></table> <table><tr><td colspan="2">GEN'L AGGREGATE LIMIT APPLIES PER</td></tr><tr><td><input type="checkbox"/> POLICY</td><td><input type="checkbox"/> PRO-JECT</td></tr><tr><td><input type="checkbox"/> OTHER</td><td><input checked="" type="checkbox"/> LOC</td></tr></table>	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR	GEN'L AGGREGATE LIMIT APPLIES PER		<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> OTHER	<input checked="" type="checkbox"/> LOC			GL4058322 SIR applies per policy terms & conditions	03/01/2024	03/01/2025	EACH OCCURRENCE	\$1,000,000
<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR															
GEN'L AGGREGATE LIMIT APPLIES PER																
<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT															
<input type="checkbox"/> OTHER	<input checked="" type="checkbox"/> LOC															
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000								
							MED EXP (Any one person)	\$5,000								
							PERSONAL & ADV INJURY	\$2,000,000								
							GENERAL AGGREGATE	\$1,000,000								
							PRODUCTS - COMP/OP AGG	\$4,000,000								
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <table><tr><td><input checked="" type="checkbox"/> ANY AUTO</td><td><input type="checkbox"/> SCHEDULED AUTOS</td></tr><tr><td><input type="checkbox"/> OWNED AUTOS ONLY</td><td><input type="checkbox"/> NON-OWNED AUTOS ONLY</td></tr><tr><td><input type="checkbox"/> HIRED AUTOS ONLY</td><td></td></tr></table>	<input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY	<input type="checkbox"/> HIRED AUTOS ONLY				CA 6675529	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000		
<input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS															
<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY															
<input type="checkbox"/> HIRED AUTOS ONLY																
							BODILY INJURY (Per person)									
							BODILY INJURY (Per accident)									
							PROPERTY DAMAGE (Per accident)									
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<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION															
							AGGREGATE									
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR, PARTNER, EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<table><tr><td>Y/N</td><td>N/A</td></tr><tr><td>N</td><td></td></tr></table>	Y/N	N/A	N			LDC4058321	03/01/2024	03/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER					
Y/N	N/A															
N																
							E L EACH ACCIDENT	\$1,000,000								
							E L DISEASE-EA EMPLOYEE	\$1,000,000								
							E L DISEASE-POLICY LIMIT	\$1,000,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Oklahoma City, Parks and Recreation Dept., c/o Parks & Recreation Director, 420 W. Main, Ste. 210, Oklahoma City, 73102 is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. A waiver of Subrogation is granted in favor of The City of Oklahoma City, Parks and Recreation Dept., c/o Parks & Recreation Director, 420 W. Main, Ste. 210, Oklahoma City, 73102 in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

CERTIFICATE HOLDER**CANCELLATION**

Board of Regents of the University of Oklahoma 2750 Venture Drive Norman OK 73069 USA	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 <i>Aon Risk Services Inc. of Florida</i>
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Holder Identifier :

570105877494

Certificate No :





5295 Westview Drive, Suite 100, Frederick, Maryland 21703
P 301-874-3300 • F 240-616-1962

LandCare.com

July 18, 2024

Board of Regents of the University of Oklahoma
2750 Venture Dr
Norman, OK 73069

To whom it may concern,

As a national service provider with a 30+ year operating history and over \$300 million in annual revenue, LandCare has comfortably carried a \$250,000 SIR general liability insurance policy for many years. While the \$250,000 SIR level would be concerning for a small landscape company in the event of an incident, it is not a concerning amount of exposure for a company of LandCare's size or profitability to carry as it represents only a tiny fraction of our annual revenues and available liquidity.

If you have any questions, concerns or require additional information, I can be reached via phone at (301) 508-9100 or via email at Michelle.Crim@LandCare.com.

Sincerely,

A handwritten signature in black ink that reads "Michelle L. Crim, CPA".

Michelle L. Crim, CPA
Manager of Tax & Compliance