

JOINT PROFESSIONAL SERVICES AGREEMENT
SS24-C249002
Center for Employment Opportunities, Inc.
and
The City of Oklahoma City and the Oklahoma City Water Utilities Trust

This Professional Services Agreement (“Agreement”) is entered into by and between the Center for Employment Opportunities, Inc. (“CEO” or “**SERVICES PROVIDER**”) and The City of Oklahoma City and the Oklahoma City Water Utilities Trust (collectively, the “**CONTRACTING ENTITY**”).

WITNESSETH:

WHEREAS, since 1996 nationally and in Oklahoma since 2011, the **SERVICES PROVIDER** has offered comprehensive employment services for people with criminal convictions (“participants”); and

WHEREAS, these employment opportunities include immediate paid transitional work, job development, and employment retention services; and

WHEREAS, the paid transitional work offered by **SERVICES PROVIDER** to its participants is through CEO supplying work crews of five to seven participants to state agencies, municipal agencies, and a variety of public and private corporations, in order for the work crews to provide indoor and outdoor maintenance, cleaning, beautification, and grounds keeping services; and

WHEREAS, **SERVICES PROVIDER** and the **CONTRACTING ENTITY** are committed to identifying work opportunities that will be meaningful for participants and will have a real and visible impact on the properties and in the communities in which they are performed; and

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 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 18,) and any language, term, condition, or provision in any Attachment, then the text of this document, (Professional Service Agreement pages 1 through 18) 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:
 - (1) **Attachment “A” (“Scope of Services”),**
 - (2) **Attachment “B” (“Schedule of Fees),**
 - (3) **Attachment “C” (“Anti-Collusion Affidavit”),**
 - (4) **Attachment “D” (Nondiscrimination Notice”), and**
 - (5) **Attachment “E” (“Insurance”)**

(d) **CONTRACTING ENTITY:** The term "CONTRACTING ENTITY" as used throughout this Agreement shall mean The City of Oklahoma City and the Oklahoma City Water

Utilities Trust as each chooses to avail itself of the services from the resultant Agreement. Should the City of Oklahoma City or the Oklahoma City Water Utilities Trust choose to avail itself of services from the resultant Agreement(s), the **SERVICE PROVIDER** will honor the terms and conditions, including price, of the Agreement(s). However, the City of Oklahoma City and the Oklahoma City Water Utilities Trust will issue separate Purchase Orders, and **SERVICE PROVIDER** will issue a separate invoice, and each will directly pay the **SERVICE PROVIDER** for any services, respectively.

2. Term and Renewal

- (a) **Term:** The initial term of this Agreement shall be effective on the date approved by **CONTRACTING ENTITY** and shall terminate one (1) year thereafter or unless otherwise terminated in accordance with this Agreement.
- (b) **Renewal.** This Agreement is renewable for four (4) 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 **SERVICE PROVIDER** prior to the expiration date of the Agreement. (Such preliminary notice will not be deemed to commit the **CONTRACTING ENTITY** to renew.)
 - (1) Upon receipt of the **CONTRACTING ENTITY**'s preliminary notice, the **SERVICE PROVIDER** shall, if desired, submit their agreement in writing to continue this Agreement performance for an additional one-year period.
 - (2) Should the **CONTRACTING ENTITY** exercise this option for renewal, the Agreement as renewed shall be deemed to include this option provision except that the total duration of this Agreement, including any renewals, shall not exceed five years without approval of the **CONTRACTING ENTITY**.
 - (3) In all cases, Agreement renewals must be approved by the **CONTRACTING ENTITY**.

3. 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** participants, employees, agents, contractors, and subcontractors, and to ensure the timely provision and performance of the services and Scope of Services as each are defined in **Attachment “A” (Scope of Services)**).

SERVICES PROVIDER will be solely responsible to ensure the **SERVICES PROVIDER’S** work crew(s) fully understands the current 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** work crew(s) is adequately trained, instructed, and managed so that **SERVICES PROVIDER** timely provides the current project and satisfies **SERVICES PROVIDER’S** obligations under this Agreement.

(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**.

4. Compensation

(a) **CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** the compensation after completion of services or products as specified in **Attachment “B” (“Schedule of Fees”)**, subject to the submission of appropriate documentation and completion and acceptance of all the services and deliverables. No payment will be due or owing for any incomplete or undocumented services and deliverables.

Acceptance. The parties mutually agree that the services for the **CONTRACTING ENTITY** shall be as contained in this Agreement and the specifications in **Attachment “A” (“Scope of Services”)**. The parties also mutually agree that the standards for quality validation of the services and deliverables shall be mutually negotiated.

(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** work crew(s).

(c) Price Adjustment Terms. See Attachment "B" ("Schedule of Fees").

(d) Payment Terms. Billing will be processed monthly. No later than the 3rd week after the billing period, the **CONTRACTING ENTITY** will receive an invoice detailing, at a minimum:

- (1) Work crews provided during the billing cycle.
- (2) Description of the project(s) or work performed.
- (3) Number of work days for the billing cycle.
- (4) Work days provided during the billing period.
- (5) Unit price.
- (6) Actual amount billed to contracting entity.
- (7) Total monthly billing amount and cumulative year to date expenditure

Within thirty (30) days of receipt of **SERVICE PROVIDER's** invoice, the **CONTRACTING ENTITY** will review and authorize payment(s). The monthly payment(s) will be sent to:

Center for Employment Opportunities
50 Broadway, Suite 1604
New York, NY 10004

5. Independent Contractor Status.

(a) The parties hereby acknowledge and covenant that:

(1) **SERVICES PROVIDER** and **SERVICE PROVIDER's** work crew participants are independent contractors and will act exclusively as independent contractors and not an agent or employee of the **CONTRACTING ENTITY** in performing the duties in this Agreement.

(2) **SERVICES PROVIDER** shall retain control and responsibility over **SERVICES PROVIDER**, its work crew(s), participants, managers, employees and other personnel and agents. Under no circumstance shall any such persons be

considered employees of the **CONTRACTING ENTITY**.

(3) 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.

(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**. The **CONTRACTING ENTITY** is tax exempt, and a tax-exempt certificate is available upon request.

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

(e) **SERVICES PROVIDER** shall comply with the federal Fair Labor Standards Act and state and federal minimum wage laws at all times.

6. Termination and Stop Work.

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. The **CONTRACTING ENTITY'S Administrator, or designee** 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 fourteen (14) days' prior written notice, at the option of the **CONTRACTING ENTITY**.

(a) Termination for Convenience.

Upon receipt of a notice of termination for the convenience from the **CONTRACTING ENTITY, SERVICES PROVIDER** shall:

(1) discontinue all services and activities (unless the notice directs otherwise) on the date so specified, and

(2) upon payment for all work or services fully performed and accepted, and those in progress, **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.

(3) Should there be a decision by **CONTRACTING ENTITY** to effectuate at termination for convenience, **CONTRACTING ENTITY** and the **SERVICES PROVIDER** would need to review all actions of the **SERVICES PROVIDER** that could be due compensation for work, milestones, services and products at the time of notice. **CONTRACTING ENTITY's** intent would be to compensate the **SERVICES PROVIDER** for completed services and at the time of notice, or as directed by the notice, to the degree these are satisfactorily performed in accordance with the Agreement. 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 effective date 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.

(b) Termination for Cause.

(1) Upon notice of termination for cause from the **CONTRACTING ENTITY**, and after affording **SERVICES PROVIDER** at least fourteen (14) days to cure, or to submit an acceptable plan to cure, any alleged breach prior to the effective date of such termination, **SERVICES PROVIDER** shall not be entitled to any prior or future payments for disputed work, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses. The **CONTRACTING ENTITY** may hold any outstanding payments for disputed work 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, and receipt of payment for undisputed work

performed, **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.

(2) The rights and remedies of the **CONTRACTING ENTITY** and the **SERVICES PROVIDER** 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.

(c) Stop Work

Upon written 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** Administrator, or designee is hereby authorized to issue stop work orders on behalf of the **CONTRACTING ENTITY**.

(1) The **CONTRACTING ENTITY** reserves the right to request and expect **SERVICES PROVIDER** to dismiss from work in process with the **CONTRACTING**

ENTITY, any participant or employee of the **SERVICES PROVIDER** whom the **CONTRACTING ENTITY** may deem incompetent, careless, or insubordinate.

(2) The **CONTRACTING ENTITY'S Administrator, or designee** is hereby authorized to issue stop work orders on behalf of the **CONTRACTING ENTITY**.

7. Obligation upon Termination for Convenience.

Except for the any warranties, indemnification, confidentiality, or insurance required or provided by the **SERVICES PROVIDER** under this Agreement, which shall survive the termination of this Agreement for *convenience* or for *cause*, 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**.

8. 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 normally employed by expert professionals performing the same or similar services. **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) calendar 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, warranties required or provided for by Oklahoma statutory and case law. This warranty 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.

(d) To the extent permitted by Oklahoma law, except for the express warranties made or referenced in this Agreement, neither party makes any warranties, express or implied, including without limitation any implied warranty of merchantability or of fitness for a particular purpose as to any products or services provided under this Agreement.

9. Indemnification

The **SERVICES PROVIDER** must indemnify, defend and hold harmless the **CONTRACTING ENTITY** against liability for damage arising out of death or bodily injury to persons or damage to property; provided, that indemnification shall not exceed an amount that is proportionate to the degree or percentage of negligence or fault for which the **SERVICES PROVIDER** and any person or entity for which the **SERVICES PROVIDER** is legally responsible are adjudicated liable. The **SERVICES PROVIDER** will not be required to indemnify, insure, defend or hold harmless the **CONTRACTING ENTITY** against liability for damage arising out of death or bodily injury to persons or damage to property which arises out of the negligence or fault of the **CONTRACTING ENTITY** or their agents, representatives, subcontractors, suppliers or any other entity for whom the **SERVICES PROVIDER** is not otherwise legally responsible. The **SERVICES PROVIDER** shall promptly advise the **CONTRACTING ENTITY**, in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply. This section shall

survive the expiration of the Agreement. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions hereof. The minimum insurance requirements set forth below shall not be deemed to limit or define the obligations of the **SERVICES PROVIDER**.

10. 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 **CONTRACTING ENTITY'S Administrator, or designee** or the **SERVICES PROVIDER'S Project Team**, any information obtained by **SERVICES PROVIDER**. **SERVICES PROVIDER** will require and maintain adequate confidentiality agreements with its employees, agents, **SERVICES PROVIDERS**, and subcontractors.

Limitation of Liability. To the extent authorized by Oklahoma law, except for breach of a party's warranty, indemnification, insurance, or confidentiality obligations, notwithstanding any other provision of this Agreement, neither party will be liable to the other for any punitive, indirect, special, consequential or incidental damages whatsoever; and, **SERVICES PROVIDER'S** maximum aggregate liability to the **CONTRACTING ENTITY** shall be limited to the aggregate dollar value of fees paid to **SERVICES PROVIDER** by the **CONTRACTING ENTITY** pursuant to the terms hereof.

11. Right to Audit.

The **CONTRACTING ENTITY** shall have the right to examine books, papers and records of the **SERVICES PROVIDER** relative to all aspects of the Agreement awarded. Failure to provide the requested information may result in termination of the Agreement. This right to audit only affects Agreement compliance as a result of this Agreement and does not apply to **SERVICES PROVIDER'S** records beyond scope of Agreement

12. 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.** In as much as the Agreement is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of **SERVICES PROVIDER** to provide professional and personal services to the **CONTRACTING ENTITY**, the parties agree that **SERVICES PROVIDER** shall not assign or sublet its obligations, rights or interests in whole or any part of the Agreement without the prior written consent of the **CONTRACTING ENTITY**.

(d) **Venue and Applicable Law.** **CONTRACTING ENTITY** 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, subject to events of force majeure. 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) **Force Majeure.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing (excluding failure to pay) if such delay or default is caused by events of force majeure. Force majeure shall mean any events or actions beyond the reasonable control of either the **CONTRACTING ENTITY** or the **SERVICES PROVIDER** preventing or delaying the execution of or compliance with any of the terms and conditions contained in this Agreement. If and to the extent that **SERVICES PROVIDER** suffers a delay as a result of an event of force majeure, then it shall be entitled to a performance schedule extension by a period of time equal to the period of interruption caused by the force majeure event.

(k) **Upgrades and Substitutions.** During the performance of this Agreement, if any software named in this Agreement is upgraded in the software provider's product line by software performing the same functions, but using improved technology, then the newer product will be substituted upon the direction and approval of the **CONTRACTING ENTITY'S Administrator, or designee**, or their written designee, and implemented by **SERVICES PROVIDER** for no increase in costs or fees.

(l) **No Extra Work.** No claims for extra work, prorated increases in monthly invoices for daily crews over seven (7) participants in size or monthly crew size averages in excess of 7.0, 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's Administrator** and **SERVICES PROVIDER** through a purchase order.

(m) **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) or by common courier (i.e., FedEx or UPS). 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:

Samra Haider
Executive Director
National Center for Employment Opportunities, Inc.
50 Broadway, Suite 1604
New York, NY 10004

With Copies To:

Valerie Greenhagen
CEO Regional Director
Center for Employment Opportunities, Inc.
803 S. Peoria
Tulsa, OK 74120

With Copies To:

Yuri Okumura, General Counsel
Center for Employment Opportunities, Inc.
50 Broadway, Suite 1604
New York, New York 10004

To CONTRACTING ENTITY:

Amy K. Simpson
City Clerk
200 N. Walker, 2nd Floor
Oklahoma City, OK 73102

With copies to:

Chris Browning
OCWUT General Manager/Utilities Director
420 W. Main, Suite 500
Oklahoma City, OK 73102

With copies to

Craig Freeman
City Manager
200 N. Walker, Suite 300
Oklahoma City, OK 73102

(n) **Effective.** This Agreement shall become effective upon execution by the last party.

(o) **Reservation of Rights.** The rights granted to or reserved by **CONTRACTING ENTITY** in this Agreement are cumulative of every other right or remedy which **CONTRACTING ENTITY** might otherwise have at law or in equity and the exercise of one or more rights or remedies will not prejudice the concurrent or subsequent exercise of other rights or remedies.

(p) **SEVERABILITY.** In the event that any provision, clause, portion or section of this Agreement is held unenforceable or invalid for any reason by a court of proper jurisdiction, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Agreement. The parties further agree that any provision that is held unenforceable or invalid shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law.

13. CONTRACTING ENTITY's Responsibilities:

All financial obligations of the **CONTRACTING ENTITY** under this Agreement shall be solely the obligations of the **CONTRACTING ENTITY** and not the City of Oklahoma City in the event that one of Oklahoma City's public trusts is the contracting entity, regardless of how stated herein.

The **CONTRACTING ENTITY** will:

(a) Provide a liaison to identify and secure for **SERVICE PROVIDER** appropriate work crew projects in properties controlled and maintained by the **CONTRACTING ENTITY** and communicate daily with designated **SERVICE PROVIDER** staff members about the scope and progress of the work.

(b) Identify work projects and provide assignments to **SERVICE PROVIDER** in writing.

(c) Ensure the work projects identified by the **CONTRACTING ENTITY** provide program participants with meaningful work experience and have a tangible community impact.

(d) Ensure that **SERVICE PROVIDER** has legal access to the properties that it will be maintaining and beautifying.

(e) Have the **CONTRACTING ENTITY's** project leaders, or designees, as defined in Paragraph 17, meet with **SERVICE PROVIDER's** project leader on a quarterly basis, or more frequently, as needed to discuss the project's progress.

(f) Provide work crew equipment and supplies not provided by **SERVICE PROVIDER** necessary to undertake special work projects. **SERVICE PROVIDER** will provide the tools and equipment necessary for typical work projects including but not limited to basic landscaping equipment such as hand tools, weed eaters, and blowers.

14. NONDISCRIMINATION. In connection with the performance of services and deliverable under this Agreement, **SERVICES PROVIDER** agrees as follows:

(a) **SERVICES PROVIDER** shall not discriminate against any employee or applicant for employment because of age, race, creed, color, religion, sex, national origin, ancestry or disability, as defined by the Americans with Disabilities Act of 1990, Section 3(2) in performance of this Agreement. **SERVICES PROVIDER** shall take action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, religion, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment,

advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. **SERVICES PROVIDER** shall agree to post a copy of Attachment “D” (“Nondiscrimination Notice”), in conspicuous places.

(b) In the event of **SERVICES PROVIDER's** noncompliance with this nondiscrimination clause, this Agreement may be suspended, canceled or terminated by **CONTRACTING ENTITY**. **CONTRACTING ENTITY** may declare **SERVICES PROVIDER** ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by **SERVICES PROVIDER**.

(c) **SERVICES PROVIDER** agrees to include this nondiscrimination clause in any subcontracts, or subrecipients connected with the performance of this Agreement.

(d) **SERVICES PROVIDER** shall also execute the nondiscrimination certificate, attached and incorporated as Exhibit D prior to the effective date of this Agreement.

15. Anti-collusion.

SERVICES PROVIDER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for **SERVICES PROVIDER** to solicit or secure this Agreement. **SERVICES PROVIDER** further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for **SERVICES PROVIDER**, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. In addition, **SERVICES PROVIDER** must execute the “Anti-Collusion Affidavit” attached as Exhibit C.

16. Insurance.

(a) **SERVICES PROVIDER** shall obtain and provide **CONTRACTING ENTITY** with a copy of the certificate of insurance prior to execution of this Agreement 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 “E” (“Insurance”), which is incorporated herein by reference.

17. Designation of Project Leaders.

(a) Each party agrees to designate an individual or individuals who shall serve as project leaders or managers within their respective organization. Each such individual, or appointed designees, shall be responsible for implementing the terms of this Agreement and coordinating all program activities.

- (b) **SERVICE PROVIDER** designates Emily Ray as Project Leader.
- (c) **CONTRACTING ENTITY** designates Gerald Wilson (OCWUT - Solid Waste Department) or designee, and Marc Holland (The City of Oklahoma City - Public Works Department), or designee, as Project Leaders.

IN WITNESS WHEREOF, the parties affirm their understanding of the terms herein described by executing this Agreement as of the date written below.

CENTER FOR EMPLOYMENT OPPORTUNITIES, INC.

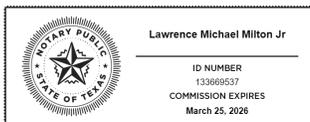
By: Samra Haider, President Date: 07/17/2023
 Samra Haider
 President

ACKNOWLEDGEMENTS

STATE OF Texas,)
) ss.
 COUNTY OF Harris)

Before me, the undersigned, a Notary Public in and for said County and State, on the 17th day of July, 2023, personally appeared Samra Haider, the President of Center for Employment Opportunities, Inc., to me known to be the identical person who executed the foregoing instrument and acknowledged to me that he or she executed the same as his or her free and voluntary act and deed, and as the free and voluntary act and deed of said corporation or entity for the uses and purposes therein set forth.

Given under my hand and seal the day and year above written.



Lawrence Michael Milton Jr

Notary Public # 133669537

My Commission Expires: 03/25/2026

Notarized online using audio-video communication

OKLAHOMA CITY WATER UTILITIES TRUST

Joint Agreement – Center for Employment Opportunities

APPROVED by Trustees and signed by the Chairman of the Oklahoma City Water

Utilities Trust this 15TH day of AUGUST, 2023.

ATTEST:

Amy K. Simpson

SECRETARY



OKLAHOMA CITY WATER UTILITIES TRUST

Jim O'Connell

CHAIRMAN

APPROVED by the Council and signed by the Mayor of The City of Oklahoma City this

29TH day of AUGUST, 2023.

ATTEST:

Amy K. Simpson

CITY CLERK



THE CITY OF OKLAHOMA CITY

David Holt

MAYOR

REVIEWED for form and legality.

Chris Hall

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” (“Scope of Services”),**
- **Attachment “B” (“Schedule of Fees),**
- **Attachment “C” (“Anti-Collusion Affidavit”),**
- **Attachment “D” (Nondiscrimination Notice”), and**
- **Attachment “E” (“Insurance”)**

Professional Services Agreement
Attachment “A” (“Scope of Services”)

Attached behind this page is a copy of the Scope of Services to be provided by the SERVICES PROVIDER in accordance with this Agreement.

Professional Services Agreement

Attachment “A”

“SCOPE OF SERVICES”

RESPONSIBILITIES OF SERVICES PROVIDER:

1. Provide (2) two work crews with a monthly average of five (5) to seven (7) persons per work crew for 6.5 hours a day, Monday through Friday, excluding holidays (as outlined in Paragraph 10 below), to perform agreed upon services and assignments and additional crews if jointly agreed between **SERVICES PROVIDER** and the **CONTRACTING ENTITY**. Each work crew will average 5 to 7 persons per day for each monthly billing cycle or **SERVICES PROVIDER** will prorate invoice amounts billed to the **CONTRACTING ENTITY** as provided in Attachment “B” (“Schedule of Fees”).
2. Provide **SERVICES PROVIDER** participants transportation to and from work sites at the beginning and end of every workday and to different sites in Oklahoma City during the work day as agreed by the parties in advance.
3. Comply with all requests from the **CONTRACTING ENTITY** to remove an individual from the work crew. In connection with such requests, designated project leaders will meet to discuss the surrounding circumstances of such removal and the future status of the individual on the **SERVICES PROVIDER** work crew at the work site.
4. The parties agree that participants in any **SERVICE PROVIDER** work crew(s) providing services to the **CONTRACTING ENTITY** shall be individuals with felony criminal convictions who reside in Oklahoma County.
5. Screen all program participants for their employment eligibility and

fitness to work and provide compensation directly from **SERVICES PROVIDER** in accordance with state and federal minimum wage laws.

6. Provide basic safety equipment including steel-toed work boots, reflective vests, safety goggles and other items as **SERVICES PROVIDER** shall deem reasonably necessary, as well as basic hand-tools such as shovels and rakes, and small engine equipment such as weed eaters and blowers.

7. Receive work assignments from designated **CONTRACTING ENTITY** personnel and communicate with such personnel about the work to be performed prior to performance, about the progress of the work during performance, and about what was done after performance.

8. Supervise the work of any **SERVICES PROVIDER** work crew, including providing line of sight supervision of work crew members during the 6.5 daily work hours.

9. Each daily work crew for any given workday in a monthly billing cycle shall not exceed seven (7) participants. Daily work crews are limited to no more than seven (7) participants per crew.

10. Hours of Work and Holidays **SERVICE PROVIDER** and the **CONTRACTING ENTITY** will mutually set the hours for the work crew's operations, with the expectation that hours will remain consistent on a weekly basis, though changes may be made to fit the needs of both parties. Observed holidays are listed below, and it is not anticipated that any work crews will work on these days:

- (a) New Year's Day
- (b) Martin Luther King, Jr. Day
- (c) Memorial Day
- (d) Juneteenth
- (e) Independence Day

- (f) Labor Day
- (g) Veterans Day
- (h) Thanksgiving Day
- (i) The day after Thanksgiving Day
- (j) Christmas Eve
- (k) Christmas Day

Professional Services Agreement

Attachment "B"

Schedule of Fees

1. **Standard Daily Rate.** The cost for one (1) one of **SERVICE PROVIDER's** work crews consisting of an average of five (5.0) to (7.0) workers per day is \$715 per day, per work crew, for an estimated total annual cost of \$200,000 per work crew, or \$400,000 per year for two (2) crews.
2. Compensation by the **CONTRACTING ENTITY** to the **SERVICES PROVIDER** for its work crew(s) in all circumstances is inclusive of the following non-exhaustive list of costs associated with **SERVICE PROVIDER's** operations:
 - (a) Wages for participants;
 - (b) Supervision;
 - (c) Personal safety equipment including steel toed boots, work goggles, reflective vests, among other items;
 - (d) Transportation of participants to and from the work site(s);
 - (e) Worker's compensation and indemnification;
 - (f) Payroll processing and other associated costs; and
 - (g) Other costs associated with **SERVICE PROVIDER's** services.
3. **SERVICES PROVIDER** will prorate and reduce accordingly invoiced amounts billed to the **CONTRACTING ENTITY** for monthly billing cycles where the monthly average of participants per crew falls below the minimum monthly average of five (5.0) participants per work crew. **CONTRACTING ENTITY** is only required to pay **SERVICE PROVIDER** the standard monthly rate per crew when the monthly average of participants per crew is at least 5.0 participants per month for that crew.

- (a) When the monthly average of participants per crew is between 4.0 and 4.99, **SERVICES PROVIDER** shall prorate the monthly invoice and reduce the monthly rate invoiced to **CONTRACTING ENTITY** for that crew and month by twenty (20) percent.
 - (b) When the monthly average of participants per crew is between 3.0 and 3.99, **SERVICES PROVIDER** shall prorate the monthly invoice and reduce the monthly rate invoiced to **CONTRACTING ENTITY** for that crew and month by forty (40) percent.
 - (c) When the monthly average of participants per crew is between 2.0 and 2.99, **SERVICES PROVIDER** shall prorate the monthly invoice and reduce the monthly rate invoiced to **CONTRACTING ENTITY** for that crew and month by sixty (60) percent.
 - (d) When the monthly average of participants per crew is between 1.0 and 1.99, **SERVICES PROVIDER** shall prorate the monthly invoice and reduce the monthly rate invoiced to **CONTRACTING ENTITY** for that crew and month by eighty (80) percent.
 - (e) When the monthly average of participants per crew is less than 1.0, the **SERVICES PROVIDER** will not invoice **CONTRACTING ENTITY**, and **CONTRACTING ENTITY** will have no financial obligation for the billing period in question.
4. No proration in order to increase **CONTRACTING ENTITY**'s financial obligation under this Agreement will occur. Notwithstanding a monthly billing cycle wherein the average number of participants for a work crew for the month exceeds 7.0, the **CONTRACTING ENTITY** is not responsible for paying the **SERVICES PROVIDER** more than the standard monthly rate. However, **SERVICES PROVIDER** will prorate and reduce accordingly invoices submitted in accordance with Paragraph 3 above of this Attachment.

Professional Services Agreement

Attachment “C”

Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

→ → THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ← ←

Samra Haider President
Type Name of Authorized Agent/Representative Title
Signature
Center for Employment Opportunities, Inc.
Company Name
50 Broadway, Suite 1604 New York NY 10004
Address Zip Code
Phone 212.422.4430 Fax 212.248.4432
Telephone Number and Fax Number, if any

TO BE COMPLETED BY THE NOTARY:

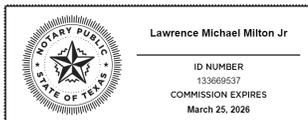
State of * Texas
County of * Harris } SS.
[*State and County where notarized must be written in for bid/proposal to be considered.]

Signed and sworn to before me on this 17th day of July, 2023 by Samra Haider
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number: 133669537
Texas [Oklahoma] 07/17/2023
Type Name of Notary Public Lawrence Michael Milton Jr

My Commission Expires: March 25th/2026
[Date/Year]
Signature of Notary Public Lawrence Michael Milton Jr

Notarized online using audio-video communication



[49 Okla. Stat. 2011 §119]

Professional Services Agreement

Attachment “D”

Nondiscrimination Statement

NON-DISCRIMINATION STATEMENT

The Proposer agrees, in connection with the performance of work under this Agreement/Contract:

a. That the Proposer will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, sexual orientation, gender identity, national origin, ancestry or disability. The Proposer shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, age, national origin, sexual orientation, gender identity, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Proposer agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

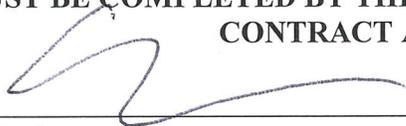
b. That the Proposer agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement/Contract.

c. In the event of the Proposer's non-compliance with the above non-discrimination clause, this Agreement/Contract may be canceled or terminated by the Contracting Entity. The Proposer may be declared by the Contracting Entity ineligible for further Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Proposer.

**THIS FORM MUST BE COMPLETED BY THE PROPOSER PRIOR TO AGREEMENT/
CONTRACT AWARD**

Sign Here

Signature of Individual



President

Title

Samra Haider

Printed Name of Individual

50 Broadway, Suite 1604 New York NY 10004

Company Name and Address

Zip Code

Phone: 212.422.4430 Fax: 212.248.4432

Telephone Number and Fax Number if any

Professional Services Agreement

Attachment "E"

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 this Agreement's entire term and any renewals.

Prior to approval of this Agreement, the **SERVICE PROVIDER** shall obtain insurance coverage as provided below. No work will commence unless and until the required certificates of insurance are provided and in effect. Any deductibles or self-insured retentions or any scheme other than a full insured program of general liability, automobile liability, and/or employer's liability must be declared by the **SERVICES PROVIDER** for approval in advance by the **CONTRACTING ENTITY**.

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

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

- (1) Worker's Compensation and Employer's Liability Insurance. The **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 under this Agreement, and in case any work is subcontracted, the **SERVICES PROVIDER** employees, unless such employees are covered by the protection afforded by the **SERVICE PROVIDER**. In the event any class of employees engaged in work performed under the Agreement is not protected under such insurance heretofore mentioned, the **SERVICE PROVIDER** shall provide and shall cause each **SERVICES PROVIDER** to provide adequate insurance for the protection of the employees not otherwise protected. If the **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 **SERVICE PROVIDER** must provide the **CONTRACTING ENTITY** a copy of its Affidavit of Exempt Status from the Oklahoma Insurance Department.
- (2) Commercial General Liability Insurance. The **SERVICE PROVIDER** shall provide and maintain commercial general liability insurance coverage sufficient to meet the **CONTRACTING ENTITY's** liability under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA), and any amendment or addition thereto, as provided herein.

- (a) Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) 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.
 - (b) 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.
 - (c) 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 **SERVICE PROVIDER** shall provide and maintain comprehensive automobile liability insurance coverage as to the **CONTRACTING ENTITY** 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 agreement, including the **CONTRACTING ENTITY** 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.
- (a) 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.

- (b) 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.
- (c) 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.

B. Notice of Change, Reduction, Modification, Suspension, Lapse, or Cancellation. There may be no termination, non-renewal, reduction, suspension, lapse or cancellation in coverage, or modification of such insurance coverage. **SERVICE PROVIDER** shall be responsible for providing the City of Oklahoma City 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. Any lapse of insurance coverage is declared a breach of this Agreement. The **CONTRACTING ENTITY** may, at its option, suspend this Service Agreement until there is full compliance with this Exhibit D or terminate this Service Agreement for nonperformance. The provisions of this Exhibit will not limit or define the provisions of any other paragraph in this Service Agreement.

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.

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.

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.

C. Other Requirements

1. The **SERVICES PROVIDER** must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth herein. Certified, true, and exact copies of all insurance certificates required, and endorsement pages shall be provided to the City of Oklahoma City and its participating trusts on a timely basis if requested by City of Oklahoma City staff.
2. All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.
3. Nothing in this Section shall define or limit the rights of any party to this Agreement under any other provision of this contract, including but not limited to any indemnification provision.
4. Additional Insureds. All liability policies (except professional liability and worker's compensation and employer's liability policies) shall provide that the **CONTRACTING ENTITY** are named additional insureds without reservation or restriction.
5. All insurance coverage (except worker's compensation and employer's liability policies) of the **SERVICES PROVIDER** shall be primary and non-contributory to any insurance or self-insurance program carried by the **CONTRACTING ENTITY**.
6. All insurance policies (except professional liability and worker's compensation and employer's liability 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.

7. 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 **SERVICES PROVIDER** is stating a deductible does not exist and thus a deductible is not approved or accepted. If the **SERVICES PROVIDER**'s deductible is different than declared, then the **CONTRACTING ENTITY** will hold an equal amount from pay claims until corrected.
8. The insurance coverage and limits required of the **SERVICES PROVIDER** under this Agreement are designed to meet the minimum requirements of the **CONTRACTING ENTITY**. Such coverage and limits are not designed as a recommended insurance program for the **SERVICES PROVIDER**. The **SERVICES PROVIDER** alone shall be responsible for the sufficiency of its own insurance program. Should the **SERVICES PROVIDER** have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, the **SERVICES PROVIDER** should seek professional assistance.
9. Occurrence/Claims-made. All policies, except Professional Liability Insurance, shall be in the form of an occurrence insurance coverage or policy. If any insurance is written in a claims-made form, the **SERVICES PROVIDER** shall also provide tail coverage that extends a minimum of two year from the expiration of this Agreement.
10. 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 **CONTRACTING**

ENTITY's Administrator prior to execution of this Agreement and are attached hereto. The certificates must be signed by the authorized representative of the insurance company(s) shown in the certificates. The **SERVICES 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 Agreement number and Agreement description or name.

11. There may be no termination, non-renewal, reduction in coverage, or modification of such insurance coverage.
12. The **SERVICES PROVIDER** authorizes **CONTRACTING ENTITY** to confirm all information so furnished as to the **SERVICES PROVIDER's** compliance with its insurance requirements with the **SERVICES PROVIDER's** brokers and insurance carriers. The lapse of any insurance policy or coverage required by this Agreement is a breach of this Agreement. The **CONTRACTING ENTITY** may at their option suspend this Agreement until there is full compliance with this paragraph, and/or may suspend payment under this contract, and/or may cancel or terminate this Agreement 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 **CONTRACTING ENTITY**. The **CONTRACTING ENTITY** expressly reserves the right to pursue and enforce any other cause or remedy in equity or at law.
13. In the event of a reduction in any aggregate limit, the **SERVICES PROVIDER** shall immediately notify the **CONTRACTING ENTITY** and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time

the **CONTRACTING ENTITY** request a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit, the **SERVICES PROVIDER** hereby agrees to promptly authorize and have delivered to the **CONTRACTING ENTITY** such statement.

14. All insurance coverage required under this Agreement shall be maintained in full force and effect until completion and formal acceptance of the Project by the **CONTRACTING ENTITY**. If the **SERVICES PROVIDER** is 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 **CONTRACTING ENTITY**.
15. Duration of Coverage. All insurance coverage required under this Agreement shall be maintained in full force and effect until completion and formal acceptance of the Project by the **CONTRACTING ENTITY** and its participating trusts. For **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 **CONTRACTING ENTITY**.
16. The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/19/2023

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 Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Center for Employment Opportunities Inc. 50 Broadway Ste 1604 New York NY 10004-3819 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Indemnity Insurance Company		18058
	INSURER B: Berkshire Hathaway Homestate Ins Co.		20044
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570100890615 **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 <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:			PHPK2502994	12/31/2022	12/31/2023	EACH OCCURRENCE	\$1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000					
		MED EXP (Any one person)	\$5,000					
		PERSONAL & ADV INJURY	\$1,000,000					
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2502994	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		BODILY INJURY (Per person)						
		BODILY INJURY (Per accident)						
		PROPERTY DAMAGE (Per accident)						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		CEWC457581	07/15/2023	07/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
		N	N/A				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)
 Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability Automobile Liability policies evidenced herein is Primary & Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER

CANCELLATION

The City of Oklahoma And the Oklahoma City Water Utilities Trust 200 N. Walker, 2nd Floor Oklahoma City OK 73102 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

Holder Identifier :

570100890615

Certificate No :