

# **AGREEMENT FOR SERVICES**

This **AGREEMENT FOR SERVICES** (hereinafter “Agreement”)

is entered into this **15<sup>th</sup>** day of **November, 2020**

by and between

**CITY OF NORMAN, A MUNICIPAL CORPORATION**  
**201 W. Gray Bldg. A, Norman, OK 73069**  
(hereinafter “Customer”)

and

**ELITE PROTECTION SERVICES**  
**222 E Sheridan Ave Suite 7, Oklahoma City, OK 73104**  
(hereinafter “Elite”).

## **BACKGROUND:**

- A. Customer is of the opinion that Elite possesses the necessary qualifications, experience, and abilities to provide the necessary services to Customer.
- B. Elite is agreeable to providing such services to Customer under the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the statements above and the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

### **1. Services Provided**

- a. Elite shall provide the services described on EXHIBIT “A” (hereinafter referred to as the "Services") to Customer only for the protection of property of Customer located at the address or addresses described on EXHIBIT “B”, but not including adjacent property, sidewalks, streets, wooded areas, residences, establishments, businesses, or other areas not specifically indicated in this Agreement.
- b. The term “protection of property” shall in no way be construed to suggest that Elite is responsible for incidents that occur, which upon acting in good faith, Elite’s security guard performs his or her duties as outlined in this contract and according to Elite approved procedures, and the incident occurs as a result of an unforeseen circumstance, or upon the reliance by a third party, not covered by this Agreement. Elite will not perform any duties not contracted for. Further that this Agreement is solely for the mutual benefit of the parties who enter into it.

*Agreement for Services*

- c. Nothing shall be construed to suggest that Elite, its employees, agents, or security guards are compelled, required, contracted, or willing to protect the life or lives or property of persons unless specifically listed in this agreement.
- d. Elite will provide security personnel with the qualifications described hereinafter.

## **2. Term of Agreement**

- a. The term of this Agreement will become effective for a period of **November 15, 2020 through March 15, 2021**, unless the parties designate a specific date of Services to begin, then that shall be the beginning of the term of the agreement. Except as otherwise provided in this Agreement, the obligations of the parties will terminate upon termination of this Agreement by Customer or Elite.

## **3. Performance**

- a. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect and the Services and payments are properly performed.

## **4. Compensation**

- a. For the Services rendered by Elite as required by this Agreement, Customer will pay to Elite compensation as outlined in EXHIBIT "A" and as follows:
  - i. All Services rendered on Federal Holidays will be billed at time and a half, and
  - ii. Special Requests for extra hours and/or officers will be billed at time and a half.
- b. Compensation will be payable on a **seven (7) day net**.
- c. Overdue payments will result in a ten percent (10%) late fee. In the event a check is returned for insufficient funds, there will be an additional Fifty Dollar (\$50.00 USD) Return Check Fee. Customer accounts with invoices overdue by more than 10 days will be notified and Elite may opt to discontinue Service. Termination of Services due to non-payment of any invoice does not release Customer from liability for amounts due at the time of termination. All amounts due plus late charges, if any, may be referred to an outside collection agency and law firm for collection.
- d. Customer is entitled to deduct from Elite's compensation any applicable deductions and remittances as required by law.

## **5. Court Appearance**

- a. Should a need for a court appearance arise from activity related to this agreement, officer(s) of Elite will attend court hearings, if necessary, when witness to an act or deed which requires their presence at such hearings. Customer agrees to compensate Elite overtime pay for hours of appearance at a rate of rate not less than time and one-half the regular rates of pay called for in this agreement.

## **6. Scheduling Rights**

- a. In an effort to control costs and the financial repercussions of late payments the following reservations are in place and implemented at the discretion of Elite. If Customer's account is beyond the required payment date and attempts to collect the past due amount are not satisfied, Elite reserves the right to conduct the following manipulations in scheduling:
  - i. Remove coverage from shift to shift as Elite determines.
  - ii. Suspend all coverage until further notice.
  - iii. Suspend coverage until payment is made in full.
  - iv. Suspend all coverage indefinitely.

## **7. Attorney's Fees & Collection Costs**

- a. In the event that all or part of the indebtedness evidenced by this Agreement is collected at law or in equity, or in bankruptcy, receivership or other court proceedings, arbitration or mediation, or any settlement of any of the foregoing, Customer agrees to pay, in addition to all amounts due and payable hereunder, all costs of collection incurred by Elite in collecting or enforcing this Agreement, including, without limitation, reasonable attorneys' fees and expenses actually incurred.

## **8. Insolvency and Adequate Assurances**

- a. If reasonable grounds for insecurity arise with respect to Customer's ability to pay for the Services in a timely fashion, Elite may demand in writing adequate assurances of Customer's ability to meet its payment obligations under this Agreement. Unless Customer provides the assurances in a reasonable time and manner acceptable to Elite, in addition to any other rights and remedies available, Elite may require prepayment in full for Services or may partially or totally suspend its performance while awaiting assurances, without any liability.

## **9. Liabilities**

- a. Elite assumes responsibility and agrees to indemnify, hold harmless, and defend Customer, its officers, directors, and employees against any and all accidents, claims, lawsuits and/or injuries resulting from Elite's actions;

- b. HOWEVER, Elite shall not be liable to any person for loss due to burglary, theft, fire, or any other cause whatsoever except where such loss is caused by the negligence, default of omission, or Elite's employees' actions in their line of duty or responsibility.
- c. Remedy: The liability of Elite for any claim arising out of or relating to this Agreement is expressly limited to the fees paid by Customer for the particular Service provided. Upon receipt of written notice of a claim, Elite may, in its sole and absolute discretion, use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which Elite is alleged to be at fault, or return to Customer the fees paid by Customer to Elite for the particular Service provided that gives rise to the claim. Customer stipulates and agrees that this remedy is sufficient and fully and finally waives any claim to further remedies.
- d. Customer assumes full responsibility and agrees to indemnify, hold harmless, and defend Elite, its officers, directors, and employees against any and all accidents, claims, lawsuits and/or injuries resulting from Customer's actions.
- e. The terms of this section shall survive termination or expiration of this Agreement in order to protect both parties beyond the period defined above.

## **10. Licensing & Insurance**

- a. Elite shall maintain in full force and effect, a minimum of Two Million Dollars (\$2,000,000.00 USD) in General Liability Insurance and
- b. Workers' Compensation coverage on all employees, officers, agents, and contractors of Elite.
- c. Elite shall ensure that all employees, officers, agents, and contractors are licensed with the state and any other local or applicable agencies as required under law.
- d. All employees, officers, agents, and contractors providing Services for Customer shall undergo a background check prior to providing Services to Customer at the expense of Elite.
- e. Upon written request of Customer, Elite agrees to provide additional background checks during the term of this Agreement at Customer's expense.

## **11. Standard of Care**

- a. Elite warrants that its Services shall be performed by personnel possessing competency consistent with applicable industry standards, who, prior to employment at Elite, have been subject to a comprehensive character background investigation, personal interview, fingerprint screening, sex offender status screening, department of corrections check, and pre-employment drug screening. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work

product, document, or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any Services performed.

- b. Officer Conduct: If Customer is in anyway dissatisfied with Elite personnel provided, then the Customer will notify Elite in writing asking to implement corrective action, if applicable. Elite reserves the right to discipline or correct the officer based on its own investigation and Customer feedback. Elite reserves the right to implement corrective action or replace the officer upon written notification. If after corrective action is implemented, Customer is still dissatisfied, then Customer will again notify Elite in writing and other alternatives will be offered.

## **12. Confidentiality**

- a. Elite agrees that neither it nor any of its employees, officers, agents, or contractors will disclose, divulge, reveal, report, or use, for any purpose, any information, confidential or otherwise, that it may obtain or come into possession of with respect to the business of Customer, except (A) as may be necessary to further the business interests of the Customer, and only after obtaining the permission of Customer for such use or (B) as may be subject to lawful compulsion by any court or agency having jurisdiction.
- b. Elite agrees that neither it nor any of its employees, officers, agents, or contractors will disclose, divulge, reveal, report, or use, for any purpose, any information, confidential or otherwise, that it may obtain or come into possession of with respect to the patients of Customer, and shall uphold all conditions regarding such information as is provided under HIPAA laws and standards.
- c. These obligations will survive indefinitely upon termination of this Agreement.

## **13. Non-Solicitation**

- a. Any attempt on the part of Customer to induce Elite's employees to leave employment with Elite, or any effort by Customer to interfere with Elite's relationship with its employees or other service providers would be harmful and damaging to the Elite and is actionable in a court of law for such damages sustained.
- b. Customer agrees that during the term of this Agreement, Customer will not in any way directly or indirectly: induce or attempt to induce any employee or other service provider of Elite to quit employment or retainer with Customer; otherwise interfere with or disrupt Elite's relationship with its employees or other service providers; discuss employment opportunities or provide information about competitive employment to any of Elite's employees or other service providers; or solicit, entice, or hire away any employee or other service provider of Elite.

#### **14. Assignment**

- a. Elite will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of Customer.

#### **15. Capacity/Independent Contractor**

- a. It is expressly agreed that Elite is acting as an independent contractor and not as an employee in providing Services under this Agreement. Elite and Customer acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for Service.

#### **16. Modification of Agreement and Waiver**

- a. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party. Waiver of breach of this Agreement by either party shall not be considered a waiver of any other subsequent breach.

#### **17. Severability**

- a. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

#### **18. Independent Contractor**

- a. The parties agree that Elite is an independent contractor of Customer.

#### **19. Entire Agreement**

- a. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

#### **20. Currency**

- a. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States Dollars (USD).

**21. Governing Law**

- a. It is the intent of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Oklahoma, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**22. Dispute Resolution**

- a. In the event a dispute arises out of or in connection with this Agreement, the parties will attempt to resolve the dispute through friendly consultation.

**IN WITNESS WHEREOF** the parties have duly executed, signed, sealed and delivered this Service Agreement on this **21<sup>st</sup>** day of **October, 2021**.

**ELITE PROTECTION SERVICES**

**CITY OF NORMAN, A MUNICIPAL CORP.**

**Name (Print):** David DeWitt

**Name (Print):** Breea Clark

**Title:** CEO

**Title:** Mayor

**Signature:** 

**Signature:** \_\_\_\_\_

**Date:** 10/21/2020

**Dat** \_\_\_\_\_

**EXHIBIT A**

SERVICE TO BE PROVIDED

1. Elite will provide a visible deterrent for property crimes and crime against the Customer, which include, but are not limited to, criminal mischief, graffiti, larceny, burglary, trespass, and criminal trespass. The terms are limited to the property of the Customer, so long as the property is located within the geographical area listed in Exhibit "B".
2. Alerting the proper law enforcement authority of any criminal incident immediately and promptly notify Customer's designated Point of Contact (POC) of such activity. Customer shall from time to time provide Elite with written designation of the POC information.
3. Undertaking stationary duty and patrolling of the geographical area listed in Exhibit "B" during the hours listed below. Patrols shall be on an irregular and continuously varied pattern unless otherwise designated.
4. Recording officer activities using GPS during the hours listed in "Exhibit B" and within the geographical area listed in "Exhibit A", and report unusual security related events via Elite's reporting system.
5. Responding upon request of Customer or Customer's personnel to any security related event.
6. Officers of Elite will be dressed in approved uniform and shall carry such equipment as shall be deemed reasonably necessary for the effective discharge of the Services to be provided.
7. Facility Protection Services include, but are not limited to:
  - a. Uniformed, insured, fully trained security officer(s)
  - b. GPS tracking of officers
  - c. Paperless Detailed Incident Reports (IR) with time-date stamped pictures
  - d. GPS monitoring of clock-in/out times
  - e. Light checks
  - f. Emergency notifications
  - g. GPS monitored interior & exterior patrol(s)
  - h. Locking or securing building, gates, storage areas, etc.
  - i. Parking violation and tow program
  - j. On duty supervisors
  - k. 24/7 dispatch services

SERVICE DAYS, TIMES, RATE, TERM, DURATION

Services	Description	Hours	Rate	Total	Term
Facility Protection	Two (2) Officers on site from 7p – 6a x 7 days per week  *times are approximate and subject to change	667.34*	\$22.15	\$14,781.58	Monthly

**ELITE PROTECTION SERVICES**

Signature: \_\_\_\_\_

Date: 10/21/2020

**CITY OF NORMAN, A MUNICIPAL CORP.**

Signature: \_\_\_\_\_

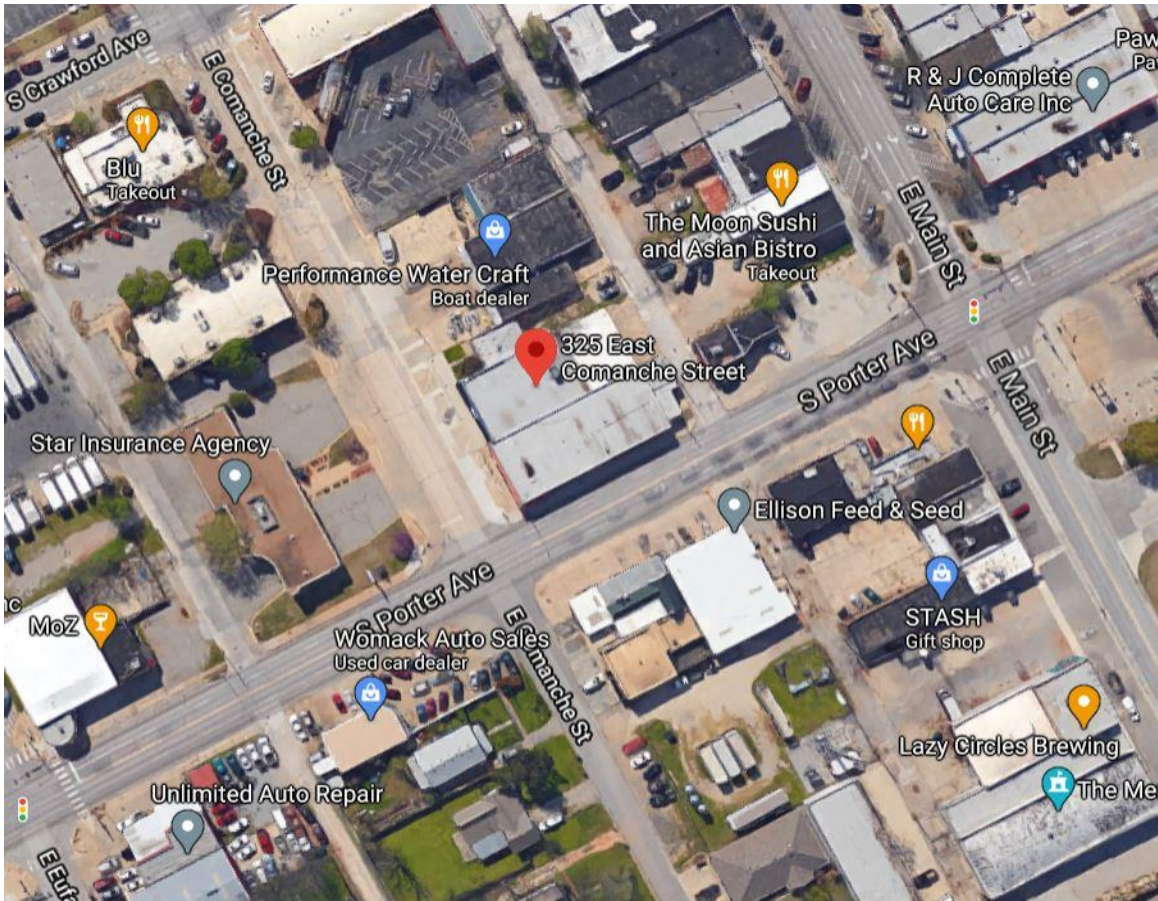
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**EXHIBIT B**

**GEOGRAPHICAL AREA OF RESPONSIBILITY**

1. Physical Address: 325 E. Comanche Norman, OK
2. Latitude and Longitude: 35.221890, -97.438958
3. GeoSafe Fencing Radios: 300 Feet
4. Additional Geographical Responsibilities: None
5. Map:



**ELITE PROTECTION SERVICES**

Signature: *[Handwritten Signature]*

Date: 10/21/2020

**CITY OF NORMAN, A MUNICIPAL CORP.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**The City of Norman, Oklahoma**

\_\_\_\_\_  
Brea Clark, Mayor

Attest:

\_\_\_\_\_  
Brenda Hall, City Clerk

Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
City Attorney's Office