

JANITORIAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of December 15th, 2015, by and between Alliance Maintenance, Inc., an Oklahoma corporation ("Alliance") and City of Broken Arrow ("Customer").

Alliance and Customer agree as follows:

1. Retention of Services. Customer retains and Alliance agrees to perform the janitorial services that are described in this Agreement at the City of Broken Arrow, which is located at 485 West Poplar Ave., 220 S. First Street, and 201 S. First Street.

2. Term. This Agreement shall continue for 1 year from the date of this Agreement unless terminated by either party as permitted in this Agreement. Thereafter, this Agreement shall continue in effect on the same terms and for an additional 12 months if both parties agree and there are no price increases. All other amendments shall be in writing and signed by both parties.

3. Services. During the term of this Agreement, Alliance shall perform the services as described on Exhibit "A".

4. Compensation.

(a) General. For services provided under this Agreement, Customer shall pay Alliance a fee in the amount of \$4580 per month broken down as \$1415 for 485 W. Poplar Ave, \$2680 for 220 S. First Street, and \$485 for 201 S. First Street, payable 30 days from receipt of the invoice (the "Fee")

(b) Excluded/Included Items. The Fee includes and excludes the items listed on Exhibit "B".

5. Termination.

(a) General. Either party may terminate this Agreement without cause by providing 30 days' prior written notice to the other party.

(b) On Termination. Upon termination of this Agreement, Customer shall pay Alliance the amounts payable to the date of termination. Additionally, on termination, neither party shall have any further obligations under this Agreement, except for (i) obligations accruing prior to the date of termination, and (ii) obligations contained in this Agreement that are expressly made or otherwise contemplated to extend beyond the term of this Agreement, including any provisions relating to indemnification and dispute resolution.

6. Indemnification. Alliance shall indemnify Customer and hold Customer and its shareholders, members, employees, officers, directors and affiliates harmless from and against any and all claims, demands, damages, costs, expenses, and liabilities, including reasonable attorneys' fees, which may arise in connection with the failure by Alliance to perform any of its obligations in accordance with this Agreement or arising out of or caused by negligent or intentional acts or omissions of Alliance, so long as such liabilities do not arise because of willful misconduct or gross negligence of Customer.

7. Disclaimer of Intent to Become Partners. Alliance and Customer shall not by virtue of this Agreement be deemed partners or joint venturers. Customer is retaining Alliance to provide services under this Agreement as an independent contractor.

8. Notices. Any and all notices, consents or other communications by one party intended for the other shall be sent to the addresses set forth below the signatures of the parties.

9. Miscellaneous. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. Customer may not assign its rights or delegate its duties under this Agreement without the prior written consent of Alliance. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective legal representatives, successors and assigns. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma. This Agreement constitutes the entire understanding of the parties with respect to its subject matter and cannot be amended except by another agreement in writing signed by the parties.

10. Confidentiality. During the term of this Agreement and thereafter, Alliance, its employees, contractors, and other agents, shall keep confidential, and shall not divulge to any other party any of the private, secret or confidential information of Customer, including but not limited to, private, secret and confidential information relating to such matters as finances, customer lists, methods or operation, marketing plans, pricing, and information concerning personnel and suppliers.

[Signature Page to Follow]

ALLIANCE:

ALLIANCE MAINTENANCE, INC.

By: [Signature]
Name: Kevin Gray
Title: Area Developer

Address:
3500 W. Robinson Ste 202
Norman, Oklahoma 73072

CUSTOMER:

City of Broken Arrow
485 W. Poplar Ave.
Broken Arrow, OK 74012

By: _____
Name: _____
Title: _____

Address:

APPROVED AS TO FORM:
[Signature]
ASSISTANT CITY ATTORNEY

Exhibit A
Janitorial Services for City of Broken Arrow

1. **Cleaning Schedule.** Alliance will provide the services described below to Customer five times per week in the restrooms located in the common areas. Alliance will, in accordance with the needs of Customer, provide restroom services on Monday through Friday after 5:30pm..
2. **Cleaning Services.** The following is a list of cleaning services that Alliance shall provide to Customer. Alliance will perform these services throughout the common areas.

Cleaning:

- Offices and Common Areas
 1. Spot clean glass doors and partitions
 2. Sweep and mop entry and hall floors
 3. Clean break room.
 4. Sweep and mop all hard surface and carpeted flooring.
 5. Dust building on a weekly basis.
 6. Clean blinds and vents on monthly basis.
 7. Remove all trash from the building.
 8. Wipe and polish all light fixtures.
 9. Clean and sanitize drink fountains.
 10. Clean baseboards and windowsills.

- Restroom(s)
 11. Sweep, clean and disinfect floor
 12. Clean and disinfect toilets, urinals and partitions.
 13. Polish glass and metal
 14. Clean and disinfect sinks, countertops, door handles, light switches and walls
 15. Stock toilet paper, paper towels, and hand-soap
 16. Clean and disinfect paper and soap dispensers
 17. Empty, clean and disinfect all waste containers and replace can liners

Excluded/Included Items

1. Sales Tax. The Fee excludes all sales taxes, if applicable.

2. Can Liners/Restroom Supplies. The Fee x includes/ excludes all can liners and restroom supplies (i.e., paper towels, toilet paper and hand soap). If restroom supplies are excluded from the Fee, but Customer desires for Alliance to provide restroom supplies, Customer shall inform Alliance and Alliance will provides these items and charge to Customer an additional fee.

3. Additional Services. Below is a description of whether the Fee includes or excludes the following items
 - (a) Stripping and Waxing Floors Included/ x Excluded
 - (b) Buffing and Treatment of Tile Floors Included/ x Excluded
 - (c) Window Washing Included/ x Excluded
 - (d) Carpet Cleaning Included/ x Excluded
 - (e) Other _____ Included/ Excluded

All Project Work not expressly included by this Agreement is excluded from the Fee.