

CONTRACT FOR SERVICES

This Contract for Services (the "**Contract**") is entered into as of _____, by and between:

Trust Authority:

Oklahoma County Criminal Justice Authority (OCCJA)
Oklahoma County Detention Center
201 N. Shartel Ave, Oklahoma City, OK 73102
("**Trust Authority**")

Contractor:

Esysco
2119 Riverwalk Dr., #145, Moore, OK 73160
("**Contractor**")

WHEREAS

The Trust Authority desires to engage the Contractor to provide maintenance and inspection services as outlined herein for various systems at the **Oklahoma County Detention Center**; and

The Contractor agrees to perform such services under the terms and conditions of this Contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Scope of Services

The Contractor shall provide the following **maintenance and inspection services** ("**Services**") for the Trust Authority, in compliance with all applicable **National Fire Protection Association (NFPA)**, **Occupational Safety and Health Administration (OSHA)**, and local Oklahoma state laws.

A. Fire Alarm, Kitchen Suppression, Fire Extinguishers, and Fire/Smoke Doors

1. **Annual Inspection** of the following:
 - Fire Alarm Control Panel (FACP) and 11 networked nodes
 - 1189 smoke detectors, 25 heat detectors, 73 pull stations, 45 duct detectors, elevator recall devices, and 209 speakers

- Kitchen fire suppression systems, including temperature link replacement and semi-annual checks
- 174 fire extinguishers
- 6 fire/smoke doors for compliance with NFPA 80 and 105

B. Kitchen Hood Suppression Systems

1. **Semi-Annual Inspection** of the kitchen hood suppression systems.

C. Access Control and Camera Systems

1. **20 hours per week of on-site maintenance, repairs, and installations** of camera and access control systems.
2. Additional work *over the 20 hours per week*, such as installing new cameras or adding doors to the access control system, shall be billed separately.

2. Contract Price & Payment Terms

The total **annual contract price** for all services is **\$96,420.00**, payable in **monthly installments of \$8,035.00**.

1. **Fixed Monthly Payment:**
 - The Trust Authority shall pay \$8,035.00 per month, due within **30 days (NET30)** from the invoice date.
2. **Additional Services:**
 - Work beyond the included **20 hours per week** or outside normal working hours will be billed at **\$125 per hour**.
 - Any additional work requiring parts replacement or special services **must be pre-approved in writing** by the Chief of Infrastructure & Technology or his designee.
3. **Disputes:**
 - If the Trust Authority disputes an invoice, the Trust Authority must provide written notice within **10 business days** of receipt, detailing the dispute. Both parties will work in good faith to resolve disputes within **15 days** of notice.

3. Term & Termination

1. **Term:** This Contract shall be effective from _____ for **one (1) year** and shall automatically renew for additional **one-year terms**, unless either party provides written notice of termination **at least 30 days before renewal**.

2. **Termination for Convenience:** Either party may terminate this Contract without cause by providing **30 days' written notice** to the other party.
 3. **Termination for Cause:** Either party may terminate immediately for cause if:
 - The other party **fails to perform** any material obligation and does not cure the failure within **15 days** after written notice.
 - Either party **engages in fraud, gross negligence, or criminal misconduct.**
 4. **Effect of Termination:** Upon termination, the Trust Authority must pay the Contractor for all undisputed Services rendered **up to the termination date.**
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4. Service Hours & Scheduling

- **Normal Work Hours:** Monday – Friday, 8:00 AM to 5:00 PM.
 - **Additional Work:** Work beyond **20 hours per week** or outside normal work hours will be billed at **\$125 per hour.**
 - **Emergency Services:** Our emergency after hours rate is \$187.50 for M-F 5-9PM. Late night and weekend is \$250
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5. Exclusions

The following are **not included** in this Contract and will be billed separately upon **Trust Authority's written approval:**

1. Parts replacement for deficiencies found during inspections.
 2. Repairs or replacement of kitchen hood suppression systems, fire alarm systems, or fire extinguishers.
 3. Fire extinguisher recharging, 6-year inspections, and 12-year hydrotests.
 4. Programming of Simplex fire alarm systems (requires a certified Simplex technician.)
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6. Independent Contractor

- The Contractor is an **independent contractor** and not an employee of the Trust Authority.
 - The Contractor is solely responsible for **securing permits and complying with all local regulations.**
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7. Insurance Requirements

The Contractor **must maintain** the following insurance coverage and provide a **Certificate of Insurance (COI)** upon request:

1. **General Liability Insurance:** Minimum **\$1,000,000 per occurrence**, \$2,000,000 aggregate.
2. **Workers' Compensation Insurance:** Minimum **\$1,000,000 per occurrence**.
3. **Professional Liability Insurance:** Minimum **\$1,000,000** for errors and omissions in service (if required).
4. **Additional Insured Requirement:** The Contractor **must list the Trust Authority as an additional insured** on their policy.

8. Miscellaneous Provisions

- **Governing Law:** This Contract shall be governed by the laws of **Oklahoma**.
- **Entire Agreement:** This Contract represents the entire agreement between the parties and supersedes all prior agreements.
- **Amendments:** Any changes must be made **in writing and signed** by both parties.
- **Notices:** Any notices required under this Contract must be sent via **certified mail or email** to the parties' designated representatives.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

For the Oklahoma County Criminal Justice Authority:

By: _____

Name: _____

Title: _____

Date: _____

For Esysco:

By: _____

Name: _____

Title: _____

Date: _____
