## Staffing Services Agreement

This Staffing Services Agreement ("Agreement") is made February 16, 2022, by and between TEKsystems, Inc. ("TEKsystems"), a Maryland Corporation, and City of Broken Arrow, its parents, subsidiaries and affiliated entities ("Client").

### *BACKGROUND*

WHEREAS, TEKsystems is engaged in the temporary staffing services business providing temporary personnel to customers with staffing needs; and

WHEREAS, Client desires to engage TEKsystems to provide temporary staffing services and TEKsystems desires to be engaged by Client, all on the terms and conditions of this Agreement; and

WHEREAS, as used herein, the term "Contract Employee" means a TEKsystems employee temporarily placed with the Client pursuant to this Agreement;

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

### 1. *TERM*

This Agreement shall commence on the date this Agreement is executed by all parties, and continue for an initial term of one (1) year, and shall continue thereafter [on a month-to-month basis] unless earlier terminated as provided herein. This Agreement may be terminated by either party upon thirty (30) days prior written notice.

### 2. *CONTRACT EMPLOYEES*

TEKsystems shall provide to Client one or more Contract Employees as requested by Client from time to time. Such Contract Employees shall provide services under Client's management and supervision at a facility or in an environment controlled by Client. Attached hereto as *Exhibit A* is a list of the names of the Contract Employee(s) to be placed initially with the Client, standard and overtime hourly billing rates for each Contract Employee, and the starting date for each Contract Employee. Unless otherwise agreed by the parties, this Agreement shall apply to additional Contract Employees provided by TEKsystems as requested by Client hereunder from time to time. Should Client request additional services subsequent to the execution of this Agreement, and such services are not listed on *Exhibit A* attached hereto, or should either Client or TEKsystems request changes to hourly billing rates or other terms for any Contract Employee working under

the terms of this Agreement, any such additions or changes will be mutually agreed to in writing and executed by the authorized representatives executing this Agreement. Such agreed upon terms shall become a part of this Agreement, as amended. The signing of a weekly timecard by an authorized Client representative shall constitute acceptance of the services provided under this Agreement.

TEKsystems is an equal opportunity employer and refers Contract Employees, regardless of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status or other protected class status pursuant to applicable law. Client agrees and warrants that it will not reject Contract Employees, or otherwise deem Contract Employees unacceptable, or take any other action for any reason prohibited by federal, state or local laws including, but not limited to, laws pertaining to employment discrimination or employee safety. In addition, Client agrees to require all Contract Employees to record all hours worked and will not allow "off the clock" time or other similar arrangements. **California Only**: Client will also ensure that Contract Employees are afforded the opportunity to take all required rest breaks and meal periods as required by law, and to properly document those rest and meal breaks. Client will indemnify and defend TEKsystems with respect to any and all claims that Client took action in violation of federal, state and/or local laws, including costs of suit, settlement and attorneys' fees.

### 3. *INDEPENDENT CONTRACTOR STATUS*

With respect to the services provided by TEKsystems, TEKsystems shall be an independent contractor. TEKsystems shall be responsible for providing any salary or other benefits to such Contract Employees; will make all appropriate tax, social security, Medicare and other withholding deductions and payments; will provide worker's compensation insurance coverage for its Contract Employees; and will make all appropriate unemployment tax payments.

### 4. *INVOICING*

4.1    *Invoices:* TEKsystems shall submit weekly invoices to Client for services rendered by Contract Employee(s) for the number of hours worked by Contract Employee(s) the previous week. Overtime will be billed at the rates listed on *Exhibit A*, or as otherwise agreed by both parties, for hours worked by Contract Employee(s) in excess of forty (40) hours per week, or as otherwise required by law. For weeks that have one (1) National or Client observed holiday, overtime rates shall be billed for hours worked in excess of thirty-two

(32) hours per week.  Invoices submitted by TEKsystems to Client are presumed to be accurate and fully payable on the terms contained therein unless disputed by Client within five (5) business days of Client's receipt of the invoice.

**Invoicing Format (choose one):**
- ☒ Paper
- ❑ Client Developed (web based, etc.)
_____

*Please email the TEKsystems' E-Commerce support team at BillingInquiries@teksystems.com regarding all electronic invoicing implementations.*

4.2     ***Time and Expense Records*:**  Please select the preferred method of Time & Expense capture.  The method selected below will be the official record for purposes of invoicing and payment under *Sections 4 and 5* herein.
- ☒ TEKsystems Internet Based (on line)
- ☐ Other
_____

4.3     ***Expenses:*** Client shall reimburse TEKsystems for all ordinary, necessary, and reasonable travel expenses incurred by Contract Employee(s) while performing services on behalf of Client that require Contract Employee to travel away from Client's primary job site. For other expense items, Client shall reimburse TEKsystems according to *Exhibit B* attached hereto. Exhibit B attached (YES) (NO) Circle *one.*

4.4     ***Transaction Taxes*:**  Fees quoted do not include any sales, use, gross receipts, goods and services, value-added, excise, or any other taxes of a similar nature (collectively, "Transaction Taxes").  Client is responsible for all Transaction Taxes and shall pay or reimburse TEKsystems for Transaction Taxes as a result of, relating or in connection with this Agreement including the services provided herein.  If Client provides TEKsystems with a valid tax exemption certificate in accordance with local laws and as determined by TEKsystems, TEKsystems will not collect Transaction Taxes covered by the tax exemption certificate.  If Client and TEKsystems cannot agree on the applicability of Transaction Taxes, Client understands that Transaction Taxes remain a responsibility of the Client to be collected by TEKsystems and remitted to the relevant governing authority should it be alleged or determined to be owed in connection with the services provided under this Agreement. In the event a governing authority determines additional Transaction Taxes are due in furtherance of this Agreement or the exemption certificate is held invalid, Client will pay TEKsystems the Transaction Tax and hold TEKsystems harmless from the tax, and any penalties, interest, fines, and costs thereon as well as reasonable legal fees and costs incurred by TEKsystems as a result.

Client agrees to reasonably cooperate with TEKsystems in the audit and minimization of Transaction Taxes in connection with this Agreement and shall make available to TEKsystems, and any governing authority, all information, records, or documents relating to any audits or assessments attributable to

or resulting from this Agreement, and the filing of any tax returns or contesting of any Transaction Taxes.

4.5     ***Purchase Orders*:** Payment of TEKsystems invoices [shall] [shall not] be dependent upon a Client generated purchase order *(Client circle one)*. If a purchase order is required pursuant to this Section, Client shall deliver to TEKsystems a written purchase order before the first Contract Employee start date identified on *Exhibit A*. As stated in *Section 16.7* herein, this Agreement, *Exhibit A* and *Exhibit B* constitute the entire agreement between the parties. If there is any inconsistency or conflicting terms between this Agreement and a client purchase order, this Agreement shall prevail. All purchase orders must be signed on behalf of the parties to this Agreement by their authorized representatives executing this Agreement.

5. ***PAYMENT; DEFAULT***

Payment in full for invoices shall be due within fifteen [15] days from invoice date, at TEKsystems, P.O. Box 198568, Atlanta, Georgia 30384-8568.  Invoices that are more than seven (7) days past due are subject to a late charge of one percent (1%) per month on the amount of the past due balance.  Late charges shall be calculated using the U.S. Method, therefore interest will not be compounded on the past due balance. If the Client's account is past due and TEKsystems has notified Client verbally or in writing of the past due balance, TEKsystems may, without advance notice, immediately cease providing any and all further Contract Employee services and may remove any currently assigned Contract Employees to Client without any liability to Client for interruption of pending work.  Notwithstanding the terms of Section 16.10 of this Agreement, TEKsystems may institute proceedings to seek a default judgment in any court or competent jurisdiction in the United States. In the event that there are subsidiaries and/or affiliates of Client that are subject to the terms of this Agreement, and those subsidiaries and/or affiliates become delinquent or are unable to pay TEKsystems according to the terms contained herein, Client shall be liable to TEKsystems for payment of any and all outstanding invoices owed by the subsidiaries and/or affiliates.

**Payment Method (choose one):**
- ☒ Electronic Funds Transfer (EFT)
- ❑ Paper Check

If EFT, please provide EFT contact information:
Name:                  Tara Kilpatrick
Phone Number:  918-259-2400 ext. 5512
E-mail address:   tkilpatrick@brokenarrowok.gov

*Please email the TEKsystems' E-Commerce support team at BillingInquiries@teksystems.com regarding all electronic payment implementations.*

5.1 **_Lockbox_:** Payment by check should be sent to TEKsystems, P.O. Box 198568, Atlanta, Georgia, 30384-8568.

## 6. _COLLECTION_

If the Client's account, after default, is referred to an attorney or collection agency for collection, Client shall pay all of TEKsystems' expenses incurred in such collection efforts including, but not limited to, court costs and reasonable attorneys' fees.

## 7. _BANKRUPTCY_

Client agrees that in the event Client files bankruptcy, (i) to the extent TEKsystems pays the salary and other direct labor costs of the Contract Employees it provides to Client and such amounts incurred within 180 days prior to bankruptcy are not paid by Client to TEKsystems prior to bankruptcy, and/or (ii) TEKsystems is the assignee of claims held by such Contract Employees against Client for such amounts incurred within 180 days prior to bankruptcy and such amounts are not paid by Client to TEKsystems prior to bankruptcy, then TEKsystems has a claim against Client in bankruptcy for the amount of such salary and other direct labor costs which is entitled to a priority under 11 U.S.C. § 507(a)(4).

## _8. CONSENT TO USE OF SUB-CONTRACTORS_

From time to time in the performance of the services under this Agreement, it may be necessary or desirable for TEKsystems to engage other parties as sub-contractors. Client consents and agrees that TEKsystems may engage sub-contractors to provide services hereunder as it deems necessary.

## 9. _EXPORT CONTROL_

Client agrees that it will adhere to all applicable export controls including but not limited to the International Traffic and Arms Regulations (ITAR), the Export Administration Regulations (EAR), and all regulations and orders administered by the Office of Foreign Asset Control of the U.S. Department of Treasury. Client further assumes responsibility for contract employees' actions with regard to any transfer of export controlled articles to include technical data, and defense services while acting within the scope of work under this contract, to include the procurement of any licenses required under the ITAR or EAR. Client is responsible for identifying in writing for TEKsystems positions that require access to export controlled data or require TEKsystems provided personnel to participate in the export of controlled information and technologies to foreign persons. TEKsystems agrees to certify that its employees placed in those positions are U.S. persons where necessary.

## 10. _PREVAILING WAGE_

Client agrees that it is Client's responsibility to notify TEKsystems of any prevailing wage or other wage requirements covering the Contract Employees assigned to perform services for the Client, and Client hereby certifies that the services to be performed by the Contract Employees under this Agreement are not subject to any such wage requirements. In the event that it is later determined that any prevailing wage or other wage requirements/determinations are applicable, Client shall be responsible for notifying TEKsystems of the proper job classification as it relates to the Contract Employees as set forth in the Exhibit A to this agreement and Client hereby agrees to indemnify and hold harmless TEKsystems for any such costs, losses or damages which TEKsystems may suffer or incur as a result of such error and in connection with satisfying such requirements.

## 11. _RESTRICTIVE COVENANTCONVERSION / RIGHT TO HIRE_

11.1 **_Restrictive Covenant-Conversion_:**

**(a)** TEKsystems is not an employment agency. Its services are provided at great expense to TEKsystems. In consideration thereof, during the term of this Agreement and for the one hundred eighty (180) day period immediately following the period for which a Contract Employee last performed services for the Client under this Agreement, Client shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of such Contract Employee to leave the employ of TEKsystems, or hire or engage such Contract Employee.

Notwithstanding the above paragraph in this _Section 11.1_, if at any time the Client wishes to hire any Contract Employee provided by TEKsystems, Client may request that TEKsystems release the Contract Employee from his/her employment contract with TEKsystems to allow Client to employ or engage the services of Contract Employee, either directly or indirectly. Client acknowledges and agrees that TEKsystems, in its sole and absolute discretion, has the right to accept or refuse Client's request to employ or engage the services of Contract Employee supplied by TEKsystems to Client. If TEKsystems has accepted Client's request to employ Contract Employee, either directly or indirectly, and the Contract Employee has not completed a minimum of six (6) months of continuous employment at Client for TEKsystems, the Client will pay TEKsystems, as liquidated damages, an amount equal to 20% of the Contract Employees first year salary, including guaranteed bonuses, with Client. If Contract Employee has completed a minimum of six (6) months of continuous employment at Client for TEKsystems, and authorization has been obtained by Client from TEKsystems, then Client may employ or engage the services of Contract Employee, either directly or indirectly, without

any financial compensation or liquidated damages payment owed to TEKsystems from Client.

*(b)* In addition to the provisions of *Section 11.1(a),* during the term of this Agreement and for a period of one (1) year immediately following the termination of this Agreement, Client agrees that it shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of any employee of TEKsystems under any circumstances, unless otherwise allowed under the provisions of *Section 11.1(a).* In the event that Client violates this subsection (b), Client agrees to pay to TEKsystems an amount equal to such employee's annualized first year salary, including bonuses.

11.2 *Submittals-Right To Hire***:** Resumes submitted to Client are confidential and for Client use only. Client agrees that TEKsystems is the representative of all candidates for which resumes are submitted to Client by TEKsystems in response to Client requests. Accordingly, Client agrees that if any candidate submitted to Client by TEKsystems is hired either directly or indirectly by Client within one hundred eighty (180) days of receipt of the resume, Client agrees to pay to TEKsystems as liquidated damages an amount equal to 20% of the employees annualized first year salary, including guaranteed bonuses.

## 12. *CONTRACT EMPLOYEE PERFORMANCE*

Within the first forty (40) hours worked by any Contract Employee(s), Client shall review the Contract Employee(s) performance and decide whether to continue the engagement of such Contract Employee. If Client is dissatisfied with the performance of the Contract Employee, and Client wishes TEKsystems to terminate its engagement of such Contract Employee, Client must notify TEKsystems within the initial forty (40) hour period, specifying the reasons for its dissatisfaction, and Client shall not be required to pay for the hours worked by that Contract Employee during the initial forty (40) hour period, provided its reasons for termination are not unlawful and are bona fide in TEKsystems' reasonable judgment. If Client becomes dissatisfied with the performance of a Contract Employee after the initial forty (40) hour period, Client may request that TEKsystems terminate the engagement of that Contract Employee upon written notice to TEKsystems, but Client shall pay for all hours worked by the terminated Contract Employee from the first hour of work up to and including the date of termination.

## 13. *LIMITATION OF LIABILITY*

TEKsystems does not warrant or guarantee that the Contract Employee(s) placed pursuant to this Agreement will produce any particular result or any solution to Client's particular needs. Accordingly, Client acknowledges and agrees that TEKsystems is not responsible for any aspects of the Contract Employees work or the Client's project, including, without limitation, any deadlines or work product. Because TEKsystems is providing supplemental staffing services only, and Client is directing and supervising the Contract Employees who render these services, TEKsystems shall not be liable (i) for any claims, costs, expenses, damages, obligations or losses arising from or in connection with the acts or omission of any Contract Employee, including, but not limited to, work on engineering or design concepts or calculations or related drawings, software programs, designs or documentation, or (ii) for any indirect, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise. Client shall indemnify TEKsystems and hold it harmless against and from any such claims made or brought by third parties, including any and all costs incurred in connection with such claims.

## 14. *CLIENT PROPERTY*

14.1 *Work Product***:** All work product of every kind performed by any Contract Employee on behalf of Client shall be the sole and exclusive property of Client.

14.2 *Confidentiality***:** TEKsystems recognizes that while performing its duties under this Agreement, TEKsystems and its Contract Employees may be granted access to certain proprietary and confidential information regarding Client's business, customers, and employees. TEKsystems agrees to keep such information confidential and the obligations of this paragraph will survive the termination of this Agreement. This paragraph does not apply to information that was previously known or information that is available in the public domain.

## 15. *NOTICES; INFORMATION SECURITY INCIDENT LINK*

15.1 *Manner***:** Any notice or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered personally or sent by facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested.

15.2 *Addressee***:** Notices shall be addressed to:
TEKsystems, Inc.
Attn:     Senior Manager Of Operations
Address:  7437 Race Road
          Hanover, MD 21076
Fax #:
Telephone:
Email:

Or in the case of Client:

          Jayme Bynum
Attn:     City of Broken Arrow
Address:  220 S First Street
          Broken Arrow, OK 74012

Fax #:
Telephone:
Email:

15.3 *Delivery*: A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by facsimile shall be deemed given when transmitted, provided that the sender obtains written confirmation that the transmission was sent. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given.

15.4 *Changes*: Either party may designate, by Notice to the other, substitute addressees, addresses or facsimile numbers for Notices, and thereafter, Notices are to be directed to those substitute addresses, or facsimile numbers.

15.5 *Information Security Incident Link*: In the event an Information Security Incident occurs involving a Contract Employee assigned to Client under this Agreement, Client agrees to report the Information Security Incident to TEKsystems via the following link: [Infosec.allegisgroup.com]. An Information Security Incident shall be defined to include any matter in which Client equipment is lost or stolen, any sensitive, proprietary or Client confidential information contained on the Equipment is improperly transmitted or disclosed or other information security incidents or issues that arise and are caused by Contract Employee(s).

16. *MISCELLANEOUS*

16.1 *Governing Law*: The laws of the State of Oklahoma shall govern the validity and construction of this Agreement and any dispute arising out of or relating to this Agreement, without regard to the principles of conflict of laws.

16.2 *Severability*: A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had been amended so as to make this Agreement valid and enforceable as originally contemplated by this Agreement to the greatest extent possible.

16.3 *Counterparts*: This Agreement may be executed simultaneously in two or more counterparts, each of which

shall be deemed an original. In that event, in providing this Agreement it shall not be necessary to produce or account for the counterpart signed by the party against whom the proof is being presented.

16.4 *Headings*: The section and subsection headings have been included for convenience only, are not part of this Agreement and shall not be taken as an interpretation of any provision of this Agreement. The background section is an integral part of this Agreement.

16.5 *Binding Effect*: This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legatees, personal representatives and other legal representatives, successors and permitted assigns. TEKsystems and Client specifically acknowledge and agree that this Agreement governs and applies to the relationship between TEKsystems and the Client, and not to any other relationship between the Client and any other division, company, business unit, subsidiary or affiliate of TEKsystems. Except as otherwise specifically provided, this Agreement is not intended and shall not be construed to confer upon or to give any person, other than the parties hereto, any rights or remedies.

16.6 *Amendments And Modifications*: This Agreement, including *Exhibit A* and *Exhibit B* hereto, may be amended, waived, changed, modified or discharged only by an agreement in writing signed on behalf of all of the parties by the authorized representatives executing this Agreement.

16.7 *Entire Agreement*: This Agreement, *Exhibit A* and *Exhibit B* hereto constitutes the entire agreement between the parties, and there are no representations, warranties, covenants or obligations except as set forth in this Agreement. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties, relating to any transaction contemplated by this Agreement.

16.8 *Waiver*: Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition of this Agreement. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

16.9 *Remedies Cumulative*: The remedies set forth in this Agreement are cumulative and are in addition to any other remedies allowed at law or in equity. Resort to one form of remedy shall not constitute a waiver of alternate remedies.

16.10 *Arbitration*: Except as provided in Section 5 of this Agreement, all disputes, controversies or differences arising in connection with the validity, execution, performance, breach, non-renewal or termination of this Agreement, shall be finally

settled in an arbitration proceeding under the Rules of the American Arbitration Association by three arbitrators in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association. Selection of the arbitrators shall be as follows: each party shall appoint one arbitrator within twenty (20) days after the parties have agreed to go to arbitration, and those two arbitrators shall appoint a third arbitrator who shall act as chairman, within a twenty (20) day period thereafter. If the parties fail to appoint the chairman within said period, the parties will apply to the American Arbitration Association for appointment of the third arbitrator. The parties agree to be bound by the findings of the arbitration. Notwithstanding the foregoing, the courts shall have jurisdiction over injunctive or provisional relief pending arbitration. The arbitrators shall not be empowered to award punitive damages to any party. The non-prevailing party to the arbitration shall pay all the prevailing party's expenses of the arbitration, including reasonable attorneys' fees and other costs and expenses incurred in connection with the prosecution or defense of such arbitration.

16.11 *Assignment***:** No party shall transfer or assign any or all of its rights or interests under this Agreement or delegate any of its obligations without the prior written consent of the other party; provided, however, that TEKsystems may transfer or assign its rights or interests, or delegate its obligations, under this Agreement to any of TEKsystems other divisions, business units, subsidiaries or affiliates without the prior written consent of Client.

16.12 *Remote Work***:** If necessary, Client authorizes TEKsystems' resources to work remotely off-site, away from a Client location. Client is aware that the remote work location is not a TEKsystems location and is not a managed site by TEKsystems.

Client shall provide TEKsystems' personnel with hardware (if applicable), software, and network connectivity (such as a Virtual Private Network) to perform the Services remotely and shall be responsible for ensuring any Client-provided hardware, software, and network meet Client security obligations and measures. At no time will TEKsystems be storing Client data on TEKsystems' equipment.

17. *HEALTH AND SAFETY*

Client agrees to train, certify, evaluate and orient all TEKsystems Contract Employees in all safety (IIPP), hazardous communication (MSDS information, etc.) and operational instructions in the same manner as Client employees and as required by policy or by law, including, but not limited to, all federal OSHA and equivalent state agency requirements, guidelines and standards. Client will provide and require all TEKsystems Contract Employees to wear all appropriate safety equipment. Client will notify TEKsystems immediately in the event of an accident or medical treatment of any TEKsystems Contract Employee, and will be provided with a completed supervisor's report of injury. In the event of an accident or other incident involving a TEKsystems Contract Employee, TEKsystems shall have the right to conduct an on-site investigation. Client shall cooperate with TEKsystems in the conduct of its investigation.

18. *VEHICLE USE*

Contract Employee(s) are not authorized to operate a motor vehicle without TEKsystems' express written permission. Client shall not request or require TEKsystems' Contract Employee(s) to perform tasks that require driving a motor vehicle without TEKsystem's express written permission.

19. *FORCE MAJEURE*

Neither party shall be liable for any delay in delivery or nonperformance in whole or in part of its obligations under this Agreement or Statement of Work, except the obligation to make payment when due, if prevented from doing so by a cause or causes beyond its control, including, without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required and the non-performing party shall use reasonable efforts to remedy its inability to perform.

The parties agree that this Staffing Services Agreement, and any subsequent Exhibit, amendment, or affiliated document, may be electronically signed. The parties agree that the electronic signatures appearing on this document are the same as manual handwritten signatures for the purposes of validity, enforceability and admissibility to the fullest extent of the law and both parties hereby waive any objection to the contrary.

**(Signatures on following page)**

**IN WITNESS WHEREOF**, the parties have executed this Agreement, under seal, the day and year first above written.

**TEKsystems, Inc.**                                                    **Client**

*Chris Garman*                                                         *Debra Wimpee*
Signature                                                              Signature
Chris Garman                                                           Debra Wimpee
_____                                        _____
Name                                                                   Name
Senior Manager of Operations  3/14/2022                                Mayor                    3/14/2022
_____                                        _____
Title                          Date                                    Title                     Date

                                                                       *Curtis Green* 3/14/2022

## *EXHIBIT A*

Pursuant to the terms and conditions of the Staffing Services Agreement ("Agreement") dated          by and between TEKsystems, Inc. ("TEKsystems") and          ("Client"), Client agrees to reimburse TEKsystems in full at the following approved rates:

| *Contract Employee Name* | *Standard Billing Rate* | | *Overtime Billing Rate* | | *Scheduled Start Date* | *Prevailing Wage Required* |
|---|---|---|---|---|---|---|
| | $ | /hr | $ | /hr | | |
| | $ | /hr | $ | /hr | | |
| | $ | /hr | $ | /hr | | |
| | $ | /hr | $ | /hr | | |
| | $ | /hr | $ | /hr | | |
| | $ | /hr | $ | /hr | | |

AGREED AND ACCEPTED:

**TEKsystems, Inc.**                                    **Client**

_____        _____
Signature                                              Signature


_____        _____
Name                                                  Name


_____        _____
Title                          Date                   Title                          Date

## *EXHIBIT B*

Pursuant to the terms and conditions of the Staffing Services Agreement ("Agreement") dated _____ by and between TEKsystems, Inc. ("TEKsystems") and _____ ("Client"), Client agrees to reimburse TEKsystems in full and at the approved rates for the following marked expenses:

<u>Specifications/Comments</u>

☐ Mileage    ☐ Rate per mile $ _____    _____

☐ Parking                         _____

☐ Tolls                           _____
☐ Meal allowance per day   $ _____    _____

☐ Per Diem    ☐ Weekly $ _____    _____
                ☐ Daily $ _____      _____

☐ Travel Hours                  _____

☐ Hotel                          _____

☐ Airfare                        _____

☐ Misc. expenses              _____
                ☐ Tools (to complete job)    _____
                ☐ Supplies (to complete job)    _____
                ☐ Other (to complete job)    _____

☐ Rental car    ☐ Weekly $ _____    _____
                ☐ Daily $ _____      _____

☐ Other                        _____

AGREED AND ACCEPTED:

**TEKsystems, Inc.**                     **Client**

_____      _____
Signature                                    Signature

_____      _____
Name                                      Name

_____      _____
Title                  Date                     Title                   Date