

**THE CITY OF BROKEN ARROW &
INDUSTRIAL/ORGANIZATIONAL SOLUTIONS
MASTER CONSULTING AGREEMENT**

This agreement made and entered into January ____, 2026, by and between the City of Broken Arrow, Oklahoma, an Oklahoma municipal corporation, hereinafter designated as the “City”, and Industrial/Organizational Solutions, Inc., of Oak Brook, Illinois, hereinafter designated as “IOS.”.

RECITAL

WHEREAS, the City desires to contract with IOS from time to time to provide personnel selection consulting service[s], and the City and IOS desire to establish a master consultant agreement to define terms that will govern all personnel selection consulting services that are required including without limitation promotional processes for the Broken Arrow Fire Department (“BAFD”).

A. Task Order Request and Proposal

As the City requires specific consulting services, the City will submit a task order request (TOR) to IOS describing the requested services. IOS will provide a project plan and cost proposal in response to the TOR for the City’s consideration. The City will have the option to engage the services of IOS based on the terms of this agreement and the project plan and cost specified in response to the TOR, or to reject IOS’ proposal. No services shall be performed, and no payment shall be owed, unless and until the City has approved a written proposal or task order in writing (which may include a purchase order).

B. Compensation

Should the City accept IOS’ proposal, IOS will perform the terms the tasks as enumerated in the proposal for the fee set forth in the proposal. IOS will submit invoices according to the following schedule: one-third upon project inception, one-third at project midpoint, and one-third upon project completion, and all undisputed amounts shall be due and payable within thirty (30) days after City’s receipt and approval of each invoice.

II. Duties of the City

1. Provide full cooperation by City staff and fire department employees as may be necessary to complete the assigned tasks.
2. Provide the necessary facilities in which to conduct the candidate orientation and the assessment center.
3. Pay any and all costs associated with independent contractors/assessors; such as, honorariums, lodging, mileage reimbursement, and meals. The City will provide lunch and refreshment during the assessment center process for assessors and role-players.

III. Term

This agreement shall be effective as of the date written above and shall continue for no longer than one year. The agreement may be renewed for up to three additional one-year periods based on the mutual agreement of the parties, subject to annual appropriation of funds as provided herein. City may terminate this Agreement, in whole or in part, for convenience or for cause as set forth in the “Termination” section below.

IV. Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Oklahoma. Venue shall lie exclusively in Tulsa County, Oklahoma.

V. Assignment

IOS shall not delegate IOS duties under this agreement without the prior written consent of the City, and shall not assign this Agreement or subcontract material obligations hereunder without such consent.

VI. Indemnify

IOS shall indemnify and hold harmless the City, its officials, officers, employees, departments, agents and officials from any and all claims, suits, damages, liabilities, expenses, or demands including reasonable attorney fees which may be made against the City, its employees, agents or officials resulting from any error or omission, willful misconduct, or negligent acts committed in the performance of the duties imposed by and performed under the terms of this agreement by IOS, its officers, employees, agents, or subcontractors or anyone under agreement with IOS to perform duties under this agreement.

VII. Confidentiality

IOS shall not disclose any documentation and information disclosed to the IOS in the course of its performance of duties hereunder with respect to the past, present and future City business, services and clients without the express consent of the City, except as may be required by law. IOS acknowledges that City is subject to the Oklahoma Open Records Act, 51 O.S. § 24A.1 et seq., and nothing in this Agreement shall be construed to restrict City’s compliance with that Act or any other applicable law. All records and data provided by City or created for City under this Agreement shall be City Records and shall be returned or delivered to City upon request or upon termination of this Agreement.

VIII. Complete Agreement and Amendment

This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. This Agreement shall not be modified in any way except in writing signed by both parties and stating expressly that it constitutes a modification of this Agreement.

IX. Severability

If any term or provision of this Agreement shall be found to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary by the adjudication to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

X. Non-Appropriation

Notwithstanding any other provision of this Agreement, the parties acknowledge and agree that the City of Broken Arrow, an Oklahoma municipal corporation (“City”), is a public entity subject to the budget and appropriation process of its governing body. City’s obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds for the services contemplated herein. If, for any fiscal year during the Term, sufficient funds are not appropriated or are otherwise unavailable to satisfy City’s payment obligations, City may terminate this Agreement, in whole or in part, by providing written notice to IOS. Such termination shall be effective on the last day for which funds were appropriated, and City shall have no further obligation to make payments after that date other than payment for services properly performed and accepted prior to the effective date of termination.

XI. Termination

(a) Termination for Convenience. City may terminate this Agreement, in whole or in part, without cause upon thirty (30) days’ prior written notice to IOS. Upon such termination, City shall pay IOS for services properly performed and accepted through the effective date of termination, together with any reasonable, documented, non-cancellable obligations incurred with City’s prior written consent. No early termination or cancellation fees shall be owed.

(b) Termination for Cause. Either party may terminate this Agreement upon written notice if the other party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice describing the breach in reasonable detail. City may terminate immediately upon written notice if IOS engages in fraud, gross negligence, willful misconduct, or any act that materially compromises examination security or candidate integrity.

(c) Effect of Termination. Upon any termination, IOS shall cease work, deliver to City all work-in-progress and deliverables (in whatever stage of completion), and cooperate in good faith to transition services as reasonably requested by City.

XII. Insurance.

IOS shall, at its own expense, procure and maintain in full force and effect during the Term of this Agreement the following insurance, issued by insurance companies licensed to do business in the State of Oklahoma and rated not less than A-, VII by A.M. Best:

1. Commercial General Liability insurance on an occurrence basis, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering bodily injury, property damage, personal and advertising injury, and contractual liability.
2. Automobile Liability insurance covering owned, hired, and non-owned vehicles, with limits of not less than \$1,000,000 combined single limit per accident.
3. Workers' Compensation and Employers' Liability insurance as required by Oklahoma law, with Employers' Liability limits of not less than \$500,000 each accident / disease.
4. Umbrella/Excess Liability insurance providing not less than \$2,000,000 per occurrence and aggregate excess of the above policies.
5. Professional Liability (Errors & Omissions) insurance covering IOS's professional services under this Agreement, with limits of not less than \$1,000,000 per claim and in the aggregate.

City shall be named as additional insureds on the Commercial General Liability, Automobile Liability, and Umbrella/Excess policies on a primary and non-contributory basis, with waivers of subrogation in favor of City. IOS shall provide City with certificates of insurance and copies of additional insured endorsements prior to commencing services and upon renewal or replacement of any policy.

XIII. Data Security and Privacy

IOS shall implement and maintain commercially reasonable administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of any personally identifiable information or other sensitive information of City employees or candidates that IOS receives or accesses in connection with this Agreement ("City Data"). IOS shall use City Data solely for the purpose of performing services under this Agreement and shall not sell, disclose, or use City Data for any other purpose without City's prior written consent. IOS shall promptly notify City upon becoming aware of any actual or suspected unauthorized access, use, or disclosure of City Data and shall cooperate with City in investigating and remediating any such incident.

XIV. Records and Audit

IOS shall maintain complete and accurate books and records relating to the services performed and amounts billed under this Agreement for a period of not less than five (5) years after final payment. City, or its designated representatives, shall have the right, upon reasonable advance notice and during normal business hours, to inspect and audit such books and records for the purpose of verifying charges and compliance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year written below.

Industrial/Organizational Solutions, Inc.

By: Chad LeGel

Title: President

Date: 12/11/2025

CITY OF BROKEN ARROW:

By: _____

Title: _____

Date: _____

Attest:

Approved as to Form:

D. Graham Parker

D. Graham Parker
12/12/2025

Assistant City Attorney