

This **AGREEMENT FOR SERVICES** (the "Agreement") is made and entered into as of March 5, 2024, the ("Effective Date") by and between the City of Broken Arrow ("Client") with a principal office and place of business at 220 S. First Street, Broken Arrow, OK 74012 and Paypoint HR, LLC, 695 Santa Maria Lane, Davidsonville, MD 21035 ("Contractor"). Client and the Contractor shall be collectively referred to herein as the "Parties".

Whereas, Client desires to retain Contractor to provide certain services described more fully herein, and Contractor desires to provide Client said services, all in accordance with the terms of this Agreement;

Now Therefore, Client and Contractor agree as follows:

1. Scope of Services: Contractor shall carry out all services reasonably contemplated by this Agreement and described in Exhibit 1 (the "Services"), which is incorporated by reference. This Agreement shall apply to all Services provided from time to time by Contractor to Client during the Term, as defined below.
2. Deliverables: Contractor shall provide all deliverables as described in Exhibit 1 (the "Deliverables").
3. Payment:
 - a. [**FIXED FEE**: Client shall pay Contractor an aggregate amount of \$41,250 to perform the Services. \$3,250 will be due immediately upon execution of this agreement. The aggregate amount shall be the sole and complete compensation for the Services performed by Contractor under this Agreement, including contingencies, direct and indirect expenses except as provided in Exhibit 1.] [**HOURLY FEE**: Client shall pay Contractor at the hourly rate of \$125 per hour to perform additional services outside the Scope of Service. Contractor shall not exceed \$1 without prior written approval by Client. The fee amount shall be the sole and complete compensation for Services performed outside the Scope of Service by Contractor under this Agreement, including contingencies, direct and indirect expenses except as provided in Exhibit 1.]
 - b. Contractor shall submit to Client monthly reasonably detailed invoices describing the Services rendered during the invoice period, and such invoices shall become payable within thirty (30) days of receipt by Client. Invoices shall provide reasonable documentation of evidence of costs incurred including but not limited to:
 - i. Staff charges: for each employee, the name, title, number of hours worked and hourly rate; and,
 - ii. Direct Materials/Other Direct Costs: All direct materials and other direct costs shall be itemized on the invoice and supported by

documentation such as vendor invoices, expense receipts, and proof of payment or other documentation as requested by Client.

4. Term and Termination:

- a. This Agreement shall take effect as of the Effective Date, and shall remain in effect until March 5, 2025 (the "Term"), unless terminated sooner under the provisions of this Section. Unless otherwise agreed in writing by the Parties, the Contractor shall perform the Services in accordance with the schedule in Exhibit 1 (the "Schedule").
- b. This Agreement may be terminated by either Client or Contractor at any time for a material breach of any term of the Agreement. In the event of such termination, compensation shall be paid to the Contractor for the actual costs of allowable expenses incurred for work performed and the reasonable and necessary actual direct costs incurred in the performance of the work pursuant to this Agreement prior to the effective date of the termination.
- c. Client may terminate this Agreement in the event of loss of availability of sufficient funds for the purposes of this Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate Client action inconsistent with performing its obligations under this agreement.
- d. Client may terminate this Agreement at any time, in the sole exercise of its discretion. In the event of such termination, compensation shall be paid to the Contractor for the actual costs of allowable expenses incurred for work performed and the reasonable and necessary actual direct costs incurred in the performance of the work pursuant to this Agreement prior to the effective date of the termination.

5. Access and Use:

The Contractor warrants that their contribution will not infringe on any copyright, right of privacy, or personal or proprietary rights of others. If the Contractor delivers or uses materials subject to the rights of third parties (e.g., requiring permission from a copyright owner), the Contractor will provide all information required of the company to use such materials without infringing any copyright, right of privacy, or other personal proprietary right of another person or entity.

If the Contractor provides to Client or uses in the Contractor's Services any material in which they claim copyright, patent or other interests or rights for themselves, such use or delivery shall not be deemed to be an assignment of such material, interests and rights to Client, unless a contrary agreement is reached in writing, signed by an officer of Client, prior to such delivery or use.

6. Contractor's Representations, Warranties, and Certifications: As of the date of this Agreement, Contractor hereby represents, warrants and certifies under the pains and penalties of perjury as follows:

- a. Contractor is duly authorized to enter into this Agreement.
- b. Contractor and all personnel to be utilized by Contractor under this Agreement ("Project Personnel") are fully capable and qualified to perform the described service(s) and Contractor's other obligations under this Agreement, and has obtained all requisite licenses and permits to perform such obligations.
- c. Contractor and its Project Personnel are familiar with, and are and will remain in compliance with, and will not take any actions contrary to the provisions of, any laws, rules, regulations, ordinances, orders or requirements of the State and other Governmental Authorities applicable to or implicated by the subject matter of this Agreement.
- d. Contractor and its employees are independent contractors of Client, and not employees, partners or joint ventures of Client. Contractor will be solely responsible for withholding and paying all applicable payroll taxes of any nature, including social security and other social welfare taxes or contributions that may be due on amounts paid to its employees. Contractor has filed and will continue to file all necessary state tax returns and reports, and has paid and will continue to pay all taxes and has complied and will continue to comply with all laws of the State relating to contributions and payment in lieu of contributions to the Employment Security System, and with all laws of the State relating to Worker's Compensation.
- e. Contractor shall secure and maintain all insurance, licenses and/or permits, perform all acts necessary or required for the performance of any Services required under this Agreement including, but not limited to, obtaining and maintaining appropriate insurance coverage for its activities under this Agreement through the Term appropriate. Contractor acknowledges the sufficiency of the types and amounts of insurance coverage maintained and the appropriateness of those coverages for the duration of the term. Upon request, the Contractor shall provide Client with appropriate documentation reflecting such insurance coverage and demonstrating compliance with applicable state and federal laws.
- f. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, or physical or mental handicap. Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; and the Americans with Disabilities Act of 1990.
- g. The Contractor represents and warrants that all personnel supplied under this Agreement are eligible to work in the United States at the time of execution of this Agreement and that Contractor has a continuing obligation to ensure such status for the duration of the Agreement.

7. Project Personnel:

- a. For Contractor: Karin VM Campbell, Dr. David R Campbell III
- b. For Client: Kelly Cox, Human Resources Director

8. Notice: Any notice hereunder shall be in writing and shall be sent either (i) by facsimile or other electronic transmission, (ii) by courier, or (iii) by first class mail, postage prepaid, addressed to the address of the parties as indicated in the preamble of this Agreement (or to such other address as a party may provide by notice to the party pursuant to this Section), and shall be effective (i) when dispatched if by facsimile or other electronic transmission, (ii) if sent by courier, one day after dispatch, (iii) if sent by first class mail, five days after its date of posting.
9. Assignment and Subcontracting: Client may assign its rights and obligations under this Agreement to any person who succeeds to all or any portion of Client's business, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. Contractor shall not assign or in any way transfer any interest in or any of Contractor's rights or obligations under this Agreement, including by operation of law, without the prior written consent of Client, nor shall Contractor subcontract any services to anyone without the prior written consent of Client.
10. Conflicts of Interest: Contractor and its subcontractors, if any, shall not take any action which it knows or has a reasonable basis to believe would cause any officer or employee of Client to participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, or association in which they are directly or indirectly interested or to have any interest, direct or indirect, in this Agreement or the proceeds thereof.
11. Audit: Contractor shall maintain books, records and other compilations of data pertaining to its activities under this Agreement to the extent and in such detail as shall properly substantiate claims for payment and Contractor's performance of its duties under the Agreement. All such records shall be kept for a period of not less than three (3) years or for such longer period as is specified by Client (the "Retention Period"). The Retention Period starts on the first day after final payment under this Agreement is made. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the action and resolution of all issues resulting there from, or until the end of the Retention Period, whichever is later. The Client and their respective duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records, and other compilations of data of Contractor which pertain to the provisions and requirements of the Agreement. Such access shall include on-site audits, reviews, and copying of records. If such audit reveals that any portion of the fees was utilized for purposes not permitted under this Agreement, then Contractor shall refund to Client the amount determined by such audit within ninety (90) days of Contractor's receipt of such audit and demand.

12. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Client and each of their respective agents, officers, directors and employees (the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) any breach of this Agreement or false representation of Contractor relating to this Agreement, (ii) any negligent acts or omissions or reckless or intentional misconduct of Contractor or any of Contractor's agents, officers, directors, employees or subcontractors, or (iii) the violation of any law by the Contractor or any of Contractor's agents, officers, directors, employees or subcontractors. Without limiting the foregoing, Contractor shall indemnify and hold harmless each Covered Person against any and all damages that may directly or indirectly arise out of or may be imposed because of the failure to comply with the provisions of applicable law by Contractor or any of its agents, officers, directors, employees or subcontractors.

In no event shall either party be liable for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the Services provided under this Agreement, even if advised of the possibility of such damages.

13. Nonsolicitation and Noninterference: During the term of this Agreement and for a period of one year after the termination, Contractor shall not, directly or indirectly, either for itself or on behalf of or through any other Person:
- a. recruit, solicit, entice or persuade (or attempt to recruit, solicit, entice or persuade) any Person who is (or at any time during the year prior to termination of this Agreement was) an employee, consultant, contractor, vendor or supplier of Client to leave the services of Client for any reason;
 - b. hire (or attempt to hire) any person who is (or at any time during the year prior to termination of this Agreement was) an employee of Client;
 - c. interfere with (or attempt to interfere with) Client's relations or arrangements with any Person who is (or at any time during the year prior to the termination of this Agreement was) an employee, or a consultant, Applicant, Contractor, Grantee Recipient, Respondent, customer, vendor, supplier or contractor of Client.

14. Confidentiality:

- a. Contractor hereby agrees to protect the physical security and restrict access to all data compiled for, used by, or otherwise in the possession of Contractor in performance of the services hereunder in accordance with Contractor's reasonable business practices and as otherwise provided in this Agreement. Contractor shall comply with all applicable laws and regulations relating to confidentiality and privacy.

- b. In connection with the performance of the Contractor's Services, Contractor will be exposed to and have access to Client's confidential and proprietary information and information that Client's employees, applicants, consultants, affiliates, licensors, customers, vendors, and others have entrusted to Client that may include, but is not limited to, trade secrets, know-how, or other intellectual property, financial and commercial information, marketing and servicing information, costs, business affairs, future plans, employee compensation, employee personnel information, programs, databases, operations and procedures (collectively, "Confidential Information") to which Contractor did not have access prior to performing Services of Client, and in which Confidential Information is of great value to Client. Contractor, and its employees and subcontractors, agents, officers and directors, at all times, both during and after any termination of this Agreement by either party, shall not in any manner, directly or indirectly, use any Confidential Information for Contractor's own benefit, or divulge, disclose or communicate in any manner, or otherwise make available such Confidential Information, unless expressly authorized to do so in writing by an officer of Client. Confidential Information shall not include (i) information which was in the public domain at the time of disclosure to Contractor; (ii) information which is or becomes generally known or available to the public through no act or failure to act on the part of Contractor; or (iii) information the disclosure of which is required by law or court order, provided the Contractor gives to Client prompt, prior written notice of any such disclosure.
- c. Contractor has read and agrees to comply with, and will cause its agents, officers, directors, employees and subcontractors to comply with, the provisions of this Section. Contractor agrees, for itself and for its agents, officers, directors, employees and subcontractors, as follows:
 - i. not at any time, whether during or after the termination of this Agreement, to divulge, disclose or reveal to any Person any Confidential Information, whether or not such information is produced by Contractor's own efforts, except (A) as specifically required in connection with the fulfillment of Contractor's obligations hereunder, or (B) as otherwise directed by Client in connection with a disclosure request under a request for discovery, subpoena, court or administrative order or other compulsory legal process, disclosure requirement or request relating to such Confidential Information;
 - ii. not at any time, whether during or after the termination of this Agreement, use any Confidential Information for Contractor's direct or indirect financial or other benefit or for the benefit of any Person related to or affiliated with Contractor or with whom Contractor is now or hereafter associated, other than Client, nor will Contractor use or attempt to use any Confidential Information in any manner which could reasonably be expected to injure or cause loss, whether directly or indirectly, to Client or any Applicable Third Party;

- iii. in the event that Contractor (or any of its agents, officers, directors, employees or subcontractors) is questioned about Confidential Information by anyone who is not known by Contractor to be authorized to receive or have access to such Confidential Information, or is asked to provide Confidential Information to any such Person, Contractor agrees to promptly notify Client and respond to the inquirer in accordance with Client's instructions; and
 - iv. not at any time, whether during or after the termination of this Agreement, reproduce any materials containing Confidential Information except to the extent necessary to perform Contractor's obligations under this Agreement, nor make or use (or permit its employees or agents to use) any materials other than in connection with the performance of Contractors' obligations under this Agreement and for the benefit of Client, it being understood and agreed that all materials are, shall be and shall remain the sole and exclusive property of Client, and immediately upon the termination of the Agreement for any reason, Contractor shall deliver all copies of Client's confidential materials and all other property of Client in its direct or indirect possession or control to Client, at its main office. In addition, Contractor shall, upon the termination of the Agreement, return all materials and Confidential Information, held by Contractor as data stored on computers, floppy disks, CD-ROMs, or other electronic media.
- d. Contractor shall collaborate with Client to prepare any public statement or announcement relating to or bearing on the work performed or data collected under this Agreement or to prepare any press release or for any news conference in which Client is concerned or discussed.
15. Tax Forms: Client will record payments to Contractor on, and provide to the Contractor, an Internal Revenue Service Form 1099, and Client will not withhold any state or federal employment taxes on the Contractor's behalf. The Contractor shall be responsible for paying all such taxes in a timely manner and as prescribed by law. Contractor shall provide Client with a properly completed United States Internal Revenue Service Tax Form W-9 (the "W-9"). Failure to provide the W-9 shall be grounds for withholding payment until such W-9 is received.
16. Choice of Law: This Agreement shall be construed under, and governed by, the laws of the State of Oklahoma, without giving effect to its conflict of laws principles. Contractor agrees to bring any Federal or State legal proceedings arising under this Agreement in which the State or Client is a party in a court of competent jurisdiction within Oklahoma.
17. Counterparts: This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be

deemed an original, but all of which together will constitute one and the same instrument.

18. Severability: Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power or enforceability of any other clause or provision of this Agreement.
19. Amendments and Waivers: No amendments to or modifications of this Agreement, and no waiver of any provision hereof, shall be effective unless the same shall be in writing and shall be signed by each of the Parties hereto. Any waiver by Client of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement. Forbearance or indulgence in any form or manner by a Party shall not be construed as a waiver, no in any way limit the remedies available to that Party.
20. Binding Effect, Entire Agreement: This Agreement shall be binding on the parties hereto and their respective successors and permitted assigns and shall inure to the benefit of the parties and their respective successors and permitted assigns. Except as provided in the immediately preceding sentence, nothing in this Agreement shall be construed to create any rights or obligations except between the parties hereto, and no Person shall be regarded as a third-party beneficiary of this Agreement. This Agreement embodies the entire understanding and agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to such subject matter. No statement, representation, warranty, covenant or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. Furthermore, neither Contractor's nor any of its subcontractors' provision of services under this Agreement implies, establishes or otherwise creates any rights or expectations of additional contracts with the Client, whether related or unrelated to the subject matter of this

Agreement. The following (together with all exhibits, schedules and attachments) are hereby incorporated into this Agreement by reference:

- a. Exhibit 1: Paypoint HR's response to the Request for Proposal with associated fees.

In witness whereof, the parties have caused this Agreement to be executed as a document under seal as of the Effective Date.

City of Broken Arrow, Oklahoma

Paypoint HR, LLC

By: _____
Name: _____
Title: _____
Date: _____

By: Karin VM Campbell
Name: Karin VM Campbell
Title: CEO
Date: 3/11/2024

APPROVED AS TO FORM:
Karen S. [Signature]
Deputy City Attorney