

**HEATHER LISLE CO.
CONSULTING & SERVICES CONTRACT**

This contract for consulting services made between Heather Lisle Co, LLC, an Oklahoma limited liability company, its sole member, having offices at 5378 Beacon Hill Drive, Frisco, Texas 75036, hereinafter referred to as AGENT; and BROKEN ARROW PUBLIC SCHOOLS, 701 S MAIN STREET, BROKEN ARROW, OK 74012, hereinafter referred to as CLIENT.

1. APPOINTMENT AND AUTHORIZATION OF CLIENT. The AGENT is hereby retained and appointed to provide consulting services, hereinafter, referred to as SERVICES, subject to the terms and conditions of this agreement. The AGENT, on behalf of the CLIENT, is authorized to enter into contracts with third parties to effectuate the purposes of this contract. AGENT shall provide CLIENT with a "Letter of Appointment and Authorization" to be furnished to third parties as appropriate.

2. TERM OF APPOINTMENT. The term of this contract shall be for a period of 1 day starting and concluding on February 11, 2021, unless sooner terminated in accordance with Paragraph 5 hereof.

3. COMPENSATION AND SERVICES.

(a) AGENT agrees to provide CLIENT with CONSULTING AND SERVICES such as the following:

MEETING FACILITATION

- Facilitate a strategic planning meeting between Broken Arrow Public Schools and the Broken Arrow Chamber of Commerce and other key stakeholders.
- Conduct virtual prep meetings (or via text/zoom/call/email) with key staff before the February 11 meeting.
- Determine needed deliverables (i.e., action steps, notes, etc.) from the planning meeting with Dr. Vinson and/or Jennifer Conway.

(b) As a result of SERVICES provided, CLIENT will pay AGENT in accordance to the following fee structure: Meeting facilitation = \$1,000 (estimated 4-5 hours for the meeting itself; 1-2 hours of preparation; 1-2 hours of post meeting follow up). Expenses will be billed separately and will include travel costs (CONFIRMED: American Airlines airfare @ \$305), supplies, etc.

Fees for services and expenses will be split evenly between Broken Arrow Public Schools, Broken Arrow Chamber of Commerce, Broken Arrow Economic Development Commission Board and the City of Broken Arrow. CLIENT agrees to pay promptly upon request from AGENT. Budgets and operating activities will be approved in advance by CLIENT before AGENT commits substantial time or resources. AGENT will maintain accurate records of all staff time worked and all out-of-pocket expenditures made on behalf of CLIENT. AGENT will be prepared to supply, during normal business hours and at reasonable intervals, reasonable supporting detail requested by CLIENT.

(c) Pricing for this contract and fee structure are based upon the expectation that invoices will be paid promptly. Payment of invoices is due upon receipt. Interest will be charged on any unpaid balance after 30 days at the rate of 10% per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10%.

(d) If invoices for this contract are not paid within 30 days, AGENT may suspend or terminate services for this contract. In the event work is suspended or terminated as a result of CLIENT's nonpayment, CLIENT agrees AGENT will not be responsible for any consequences to CLIENT.

4. AGENT NOT RESPONSIBLE FOR DEFAULTS OF OTHERS. AGENT shall not be liable to CLIENT (or to any third parties on behalf of CLIENT or, under any circumstances whatsoever, by virtue of AGENT'S agency or provision of SERVICES hereunder) by reason of the defaults of suppliers of materials and services, owners of media, or other persons, by whatever name called, which are not the agents, representatives, contractors or employees of AGENT. Notwithstanding anything contained herein to the contrary; for other good and valuable consideration exchanged by and between the parties hereto; the receipt and sufficiency of which is hereby acknowledged by both parties hereto, CLIENT hereby warrants, covenants, represents and acknowledges unto AGENT that CLIENT shall forever indemnify, defend, save and hold harmless AGENT and the AGENT'S officers, directors, shareholders, members, managers, agents, employees and/or representatives (collectively, the "Indemnities") from and against any and all liabilities, costs, expenses, judgments, penalties, fines, claims, damages, suits, actions, demands, choses in action, attorneys' fees, court costs and related expenses, by whatever name called, which directly or indirectly arise from, out of, or in connection with AGENT'S provision and performance of SERVICES on behalf of CLIENT which AGENT is to perform hereunder, except for the conduct and/or grossly negligent acts and/or omissions of such Indemnities.

5. TERMINATION. (a) Either party may terminate this agreement by giving the other party written, advance notice of at least thirty (30) days prior to the effective date of termination which date shall be expressly set forth in such advance, written notice. Upon receipt of such notice of termination, AGENT shall not commence work on any new SERVICES, but it shall complete and place all SERVICES previously approved by the CLIENT. In the event the CLIENT or AGENT desires to terminate all work in progress on SERVICES commenced before receipt of notice of termination, it may be so agreed upon the parties' mutual, written consent. Upon termination of this agreement, the AGENT shall bill the CLIENT for all amounts not previously billed and due the AGENT at that time. All other rights and duties of the parties shall continue during such notice period and the CLIENT shall be responsible to the AGENT for the payment of any contract obligations incurred with third parties prior to and during this period up until, and including, such effective date of termination.

(b) Upon termination of this agreement, the AGENT shall assign to the CLIENT all of its rights in contracts, agreements, arrangements, or other transactions made with third parties for the CLIENT's account, effective on the date of termination or on such other date as may be agreed upon by the parties; and the CLIENT shall assume all obligations, and hold the AGENT harmless from all liability thereunder.

(c) The AGENT shall be entitled to full and complete payment of all unpaid fees as described in Paragraph 3 above. Upon termination of this agreement, the AGENT shall bill the CLIENT for all amounts not previously billed and due the AGENT at that time.

(d) All other rights and duties of the parties shall continue during such notice period and the CLIENT shall be responsible to the AGENT for payment of any remaining charges. Upon termination of this agreement, the AGENT shall bill the CLIENT for all amounts not previously billed and due the AGENT at that time.

6. ASSIGNMENT AND DELEGATION. Neither party may assign any rights or delegate any duties hereunder without the express prior written consent of the other, except that CLIENT may assign this

agreement to any successor organization resulting from the acquisition by, merger with or divestiture from CLIENT by either of its parent companies, provided that an association with said successor organization does not represent a conflict of interest for AGENT.

7. MODIFICATION. This writing contains the entire agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless one in writing and signed by an executive officer of the respective parties to be charged.

8. CONTROLLING LAW. The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of Oklahoma.

9. WAIVER. The failure of either party to this agreement to object to or take affirmative action with respect to any conduct of the other which is in violation of the terms of this agreement shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

10. OTHER CONSIDERATIONS:

- (a) AGENT will not disclose any proprietary information about CLIENT nor release any document concerning CLIENT without prior approval from CLIENT; unless the same is disclosed by CLIENT or some other third party; or through a court order, subpoena or other judicial process of any court of competent jurisdiction; or comes into the public domain through no fault of AGENT or any of the other Indemnities (as defined hereinabove in Paragraph 4.
- (b) AGENT will keep CLIENT informed in a timely manner of its actions and results of its efforts on behalf of CLIENT.
- (c) AGENT's workpapers and documentation retained in any form of media for this contract are the property of AGENT.
- (d) Following in-person or telephone conference between employees of CLIENT and AGENT in which decisions are made concerning actions or work to be performed, AGENT will submit a conference report to the primary liaison with CLIENT summarizing decisions made. Unless CLIENT objects to the conference report within six (6) business days, that report will be considered an accurate summary of the conference.
- (e) CLIENT recognizes that new ideas, programs, changes, or other unplanned circumstances introduced by CLIENT or by situation outside the control of AGENT may affect budgets and estimates. AGENT will use due diligence in keeping CLIENT informed when it appears such situations may impact on budgets.
- (f) CLIENT agrees to indemnify, defend, save and hold harmless AGENT from and against any and all losses, claims, damages, expenses, or liabilities including reasonable attorney fees, which AGENT may incur based upon information, representations, reports, or data furnished by CLIENT, by whatever name called, for use by AGENT.
- (g) CLIENT agrees that any dispute regarding this agreement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each party agrees to be bound. Both CLIENT and AGENT will share any costs of mediation proceedings equally.
- (h) If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected and all other provisions remain in full force and effect.

- (i) AGENT will, at our discretion or upon your request, deliver confidential information to you electronically via email or other mechanism. CLIENT recognizes and accepts the risk involved, particularly in email delivery as the internet is not necessarily a secure medium of communication as messages can be interpreted and read by those determined to do so.
- (j) CLIENT will not require any action of AGENT which will be in violation of the Code of Professional Standards for the Practice of Public Relations as adopted by the Public Relations Society of America.

AGENT will be pleased to discuss this agreement with CLIENT and looks forward to the opportunity of serving CLIENT. If CLIENT agrees with the above terms, please sign the statement below under CLIENT and return original to AGENT. If the signed copy is returned to AGENT in electronic form, CLIENT agrees such copy shall be legally treated as a "duplicate original" of this agreement.

IN WITNESS hereof, the parties, intending to be legally bound hereby, for themselves, their successors and assigns, have here unto set their hands and seals, this 8th day of February 2021.

AGENT:

Heather Lisle Co., LLC
an Oklahoma limited liability company, its sole member

By: Heather Lisle
Title: CEO/Owner
Date: 2-5-2021

CLIENT:

By: _____
Printed Name: Steve Allen
Title: BOE President
Date: 2-8-2021