

AGREEMENT FOR SERVICES

THIS Agreement for Services (the "Agreement") is made on the 30 day of JANUARY, 2023 by and between the Oklahoma State Bureau of Investigation, hereinafter OSBI, an agency of the State of Oklahoma, and the Oklahoma Alcoholic Beverage Laws Enforcement Commission, hereinafter ABLE, an agency of the State of Oklahoma.

WHEREAS, the OSBI exists to protect the citizens of the State of Oklahoma and support our public safety partners by providing Oklahoma's premier investigative, intelligence, information, and forensic services;

WHEREAS, ABLE exists to protect the public welfare and interest in the enforcement of the law pertaining to alcoholic beverages, charity games, and youth access to tobacco;

WHEREAS, OSBI and ABLE believe that through mutual aid, partnership, and this Agreement both parties can perform more effectively;

NOW, THEREFORE, based upon the authority found in 74 O.S. §781, the parties mutually agree as follows:

I. **OBJECTIVE:** The Parties intend for this Agreement to enhance both agencies' efforts in serving the State of Oklahoma. Specifically, this Agreement shall govern the OSBI's partnership with ABLE to provide HR services on behalf of both agencies. The OSBI has agreed to provide HR services including, but not limited to, recruitment/hiring, payroll processing, benefit management, time and leave, pre-employment background/polygraph for applicants, and grievance monitoring on behalf of both agencies. The OSBI will provide these services through OSBI employees of the OSBI's HR Department, which when fully staffed will provide a team of six HR specialists.

II. **DURATION:** The Parties desire for this Agreement to be effective as near to March 1, 2023, as possible and will continue indefinitely, with either party having the ability to cancel or discontinue the arrangement at any time with ninety (90) days' notice to the other party.

III. **COMPENSATION:** The parties agree that ABLE will reimburse the OSBI at a rate of \$90,000 annually to compensate the OSBI for the extra duties it will assume with this partnership. Reimbursement should be provided monthly by ABLE upon receipt of the invoice from OSBI showing the amount due.

IV. **BEST EFFORTS:** Each party shall use its best reasonable efforts to take all action and to do all things necessary, proper, and advisable, including obtaining all necessary approvals required to authorize the execution and delivery of this Agreement, in order to consummate and make effective the transactions contemplated by this Agreement.

V. GENERAL PROVISIONS:

- a. This Agreement may not be amended nor may any rights under it be waived except by an instrument in writing signed by both parties;
- b. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma applicable to agreements made and to be performed wholly within such jurisdiction;
- c. All exhibits and other attachments referenced in this Agreement are part of this Agreement;
- d. This Agreement may not be transferred, assigned, or pledged by either party without the prior written consent of the other party;
- e. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one agreement. Furthermore, this Agreement may be executed by a party's signature transmitted by facsimile or by electronic mail, and copies of this Agreement executed and delivered by means of faxed or electronic mail shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon faxed or electronic mail as if such signatures were originals

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first written above.

Oklahoma Alcoholic Beverage Laws Enforcement (ABLE) Commission



Brandon Clabes, Director

Oklahoma State Bureau of Investigation (OSBI)



Aungela Spurlock, Director