

My Computer Works, Inc. (or DBA Trick Dog Technology) Recruiting Agreement

This Recruiting Agreement ("Agreement") is between My Computer Works, Inc., an Arizona corporation with its principal place of business located at 7975 North Hayden Road, #C-320, Scottsdale, Arizona 85260 ("MCW") and the Town of Paradise Valley, an Arizona municipal corporation ("CUSTOMER") dated May 11, 2021 ("Effective Date").

MCW Responsibilities

Provision Professional Services Resources

MCW will provide to Customer the professional resourcing services ("Long Term Professional Services Resources") specifically listed in the applicable Statement of Work (a form of which is set forth in the attached Exhibit A) and generally described as recruiting, interviewing and/or screening persons to serve Customer as IT consultant ("Prospective Professional Consultants"); conducting applicable background checks; providing offers of employment to qualified Prospective Professional Consultants when appropriate; and assigning Prospective Professional Consultants who have accepted employment with MCW to perform temporary work for Customer ("Assigned Professional Consultants"). In addition, on behalf of all Assigned Professional Consultants, MCW will maintain personnel and payroll records; pay, withhold and transmit payroll taxes; provide Workers' Compensation insurance, make unemployment contributions; and handle unemployment and workers' compensation claims with respect to compensation that MCW has agreed to pay (obligations collectively "Employer Obligations"). The Assigned Professional Consultant(s) will perform the work on behalf of Customer within the United States or Canada locations as set forth in the applicable Statement of Work.

Services

Upon request, MCW shall recruit and refer to Customer Prospective Professional Consultants for consideration for an Assigned Professional Consultant by providing resumes or Prospective Professional Consultant profiles. All decisions whether to accept a Prospective Professional Consultant referral as an Assigned Professional Consultant will be made by Customer according to Customer's business needs and other lawful criteria. MCW is committed to equal employment opportunity and, as such does not discriminate in referrals, and does not consent to discrimination by its Customers, against any Prospective Professional Consultant on the basis of age, race, color, religion, disability, sex, national origin, veteran status or any other protected characteristic. Customer agrees to indemnify and hold MCW and its employees, directors, officers, subsidiaries and representatives harmless against any and all claims, losses and liabilities that arise from any hiring decision made by Customer hereunder. MCW warrants, to the best of its knowledge, that all Prospective Professional Consultant information presented is accurate; however, MCW shall not be required to perform an independent investigation of the accuracy of any information provided by a Prospective Professional Consultant, including educational background, work experience, immigration status and contractual obligations to prior employers. Although MCW may perform reference checks upon the request and at the Customer's expense, such reference checks only provide answers to specific questions asked, and they are not intended to be an exhaustive check of employment, education and other background information. **EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, MCW EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATION OF ANY KIND OR NATURE WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS SECTION OF THE AGREEMENT, WHETHER EXPRESS OR IMPLIED.**

Client Responsibility

Assignment of the Work.

Customer shall provide Assigned Professional Consultant with a suitable workplace, if and as applicable, that complies with all applicable safety and health requirements; adequate instructions, assistance, supervision and time to perform professional services for Customer as described in the Description of Services, attached hereto as Exhibit A; and Customer will review and approve the corresponding work product. In addition, Customer will control the development, quality and implementation of the work product. Customer will be responsible for, and assume the risk for, any problems attributable to the content, accuracy, completeness and consistency of all data, materials, information and resources supplied by Customer.

Independent Contractor Status. With respect to the services provided by MCW hereunder, MCW shall be an independent contractor and all Prospective and Assigned Professional Consultants are employees of MCW. No Assigned Professional Consultant shall be construed in any way to be an employee of Customer. MCW is the

employer of the Professional Consultants and will remain responsible as the employer, including with respect to the Employer Obligations outlined above.

Accurate Description of Job Duties.

Customer will provide MCW with an accurate description of the material professional services to be provided by the Assigned Professional Consultant ("Services Description"). Such description will be provided to MCW prior to the Assigned Professional Consultant's commencing his or her assignment. Customer will not make material changes in the Services Description for the Assigned Professional Consultant without MCW's prior written approval. The nature of the Services requires the Assigned Professional Consultant to have access to and be entrusted with unattended property or valuables, including, but not limited to, computer equipment and systems, keys, confidential information, confidential personal identifying information, Town and third party financial and account information. Customer will not entrust any Consultant with unattended property or valuables, such as cash, negotiable instruments, keys, merchandise and confidential or trade secret information, or with access to third party financial or account information, other than as is strictly required by the description provided to MCW.

Provision of Equipment, Supplies and Training

Except as set forth in the Services Description, Customer shall provide Assigned Professional Consultant with all equipment, facilities, technology, and supplies reasonably necessary for them to perform their duties hereunder. Customer shall train Assigned Professional Consultant with regard to all Customer policies and procedures that will enable Assigned Professional Consultant to successfully perform the specific duties hereunder.

Payment

Customer agrees to pay MCW for its Professional Resourcing Services hereunder at the rates set forth on Exhibit A and also agrees to pay any additional costs or fees set forth in this Agreement. Except as otherwise set forth in the applicable SOW, MCW will invoice Customer weekly at the address to be provided by Customer and payment will be due upon receipt of invoice. Amounts invoiced for work performed by Assigned Professional Consultant will be calculated on the basis of hours shown on MCW time slips. Customer will pay interest to MCW for any balance unpaid after forty-five (45) days, at a rate of one and one-half percent (1.5%) per month on the outstanding balance or the highest rate of interest allowed by law, whichever is less.

Additional Payment Terms.

Rate Increases

Customer agrees to notify MCW immediately whenever any Assigned Professional Consultant performs work pursuant to a government contract covered by the Service Contract Act of 1965 and to pay MCW the price differential associated with any wage determinations under such government contract. MCW and Customer further agree to negotiate rate changes in good faith every twelve (12) months following the Effective Date hereof.

Payment for Overtime

The pricing provided herein does not contemplate non-exempt or computer professional-exempt Professional Consultants (as defined in the Fair Labor Standards Act or relevant state law) working overtime. If the Consultant works more than forty (40) hours in any one work week, MCW will be compensated by Customer for the additional hours by multiplying the Consultant's straight-time bill rate by the same multiplier that MCW is legally required to apply to the Consultant's pay rate ("Premium Rate"). Any hours required to be paid at a Premium Rate (hours over 40 hours per week) must be approved by Customer in advance.

Reimbursement for Expenses

Customer will reimburse MCW for business and/or travel expenses incurred by Assigned Professional Consultant, but only if such expenses were approved in writing by the Customer prior to being incurred. Such expenses shall be billed to Customer at MCW's actual cost with no markup.

Conversion / Non-solicitation

If at any time during the term of this Agreement or within twelve months after termination or expiration of the Agreement, Customer hires, contracts with or engages in any way, directly or indirectly, any Assigned Professional Consultant that has been provided by MCW to provide Services to Customer under this Agreement, Customer will pay to MCW the Conversion Fee set forth in the following section, ("Conversion Fee") With respect to any non-Consultant, staff employee of MCW, during the term of this Agreement and for a period of twelve (12) months thereafter, Customer agrees that it will not knowingly solicit for hire, hire, or advise others with the opportunity to do the same, such staff employee of MCW without express written consent of MCW and payment of the Notwithstanding the foregoing, this Section shall not restrict either party from hiring any current or former employee of any entity who responds to general employment advertisements through newspapers, on-line job boards or postings, agencies, open house or job fairs, or who makes a direct unsolicited inquiry as to employment with the hiring party.

Conversion Fee


The Conversion Fee payable pursuant to the preceding section, "Conversion / Non-Solicitation," is 20% of the annualized salary, fees or other compensation to be paid to or for the benefit of such Assigned Professional Consultant during the first 12 months of employment by Customer. Any Conversion Fee shall be paid by Customer within 30 days of receipt of an invoice from MCW.

Placement Guarantee. In the event that the employee for whom a Conversion Fee has been paid by Customer leaves the employ of the Customer within 90 days from date of hire, for any reason other than company lay-off, MCW will replace the employee for no additional fee.

Effect of Termination


Upon expiration or termination of this Agreement, MCW will promptly provide an invoice to Customer for any unbilled fees under this Agreement. Customer will pay all undisputed amounts set forth on the invoice within thirty (30) days of receipt.

IN WITNESS WHEREOF, this Agreement has been executed by authorized signatories of the parties on the dates below.

DocuSigned by:

 CE1DC3A7429445A...
 Signature

Jill Keimach
 Printed Name

Town Manager
 Title
 5/21/2021
 Date

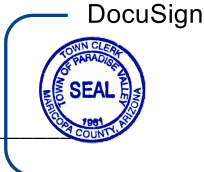
DocuSigned by:
 My Computer Works, dba Trick Dog Technology

 225862E245F7432...
 Signature

J. T. Driscoll
 Printed Name

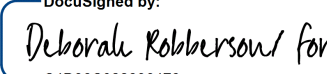
General Manager
 Title
 5/20/2021
 Date

ATTEST:
 DocuSigned by:

 FD56FF67A95043D...
 Duncan Miller, Town Clerk



APPROVED AS TO FORM:

DocuSigned by:

 C4D96C622896478...
 Andrew J. McGuire, Town Attorney
 By Deborah Robberson

Trick Dog Technology, a division of My Computer Works, Inc.

EXHIBIT A
STATEMENT OF WORK
(For Professional Resourcing)

THIS STATEMENT OF WORK ("SOW") is issued in accordance with the Agreement dated 5/11/2021 between My Computer Works, Inc ("MCW") and the Town of Paradise valley ("Client"). This SOW authorizes the following MCW Consultant to provide Services under the Agreement.

MCW Consultant Name: James Bailey		SOW Effective Date: 5/3/2021		SOW End Date: TBD		Job Title: Interim CIO	
Bill Rate/Hour: \$160		Total No. of Hours Authorized: NA		Overtime Allowed: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Overtime Bill Rate/Hour: \$240	
Other Expenses Allowed: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Pre-Approval Required: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		8 Hr. Work Day <input type="checkbox"/> Other Work Day <input checked="" type="checkbox"/> Specify: As needed, 40 hrs. / week			
Background Checks and Pre-Employment Testing:							
_____ Criminal background check				\$_[0] Per Consultant, Paid by Client			
_____				\$_[] Per Consultant, Paid by Client			
_____				\$_[] Per Consultant, Paid by Client			
<p>CONVERSION FEES</p> <p>If Client hires any Consultant during the term of this Agreement or within twelve (12) months after its termination or expiration, MCW will receive a fee calculated based on the Compensation that the Consultant will be paid as an employee of Client during the first (twelve) 12 months of being hired by Client, plus all applicable taxes.</p>							
Client Approved Timesheet Required: Yes X No <input type="checkbox"/>				End Client (If different than Client Name):			
Specify Any Additional Timesheet Approvals Required: NO				Location of Services (If different than Client Name): Paradise Valley			
MCW Provided Equipment: <input type="checkbox"/> Yes X No				If yes, please describe: Cost: \$ _____			
Invoicing Frequency: weekly							
Payment Terms: Net 30							
MCW Consultant Status: (Check one): MCW W-2 Supplier <input type="checkbox"/> IC <input checked="" type="checkbox"/>				Client Billing Address: 6401 E Lincoln Dr, Paradise Valley, AZ 85253 Attention – Accounts Payable			

Description of Services and Job Location: Lead all IT matters including email repair and migration to cloud networking. Services are to be performed at Paradise Valley Town Hall complex, generally located at 6401 E. Lincoln Drive, Paradise Valley, AZ 85253.

Automatic Term Renewal: Yes ☒ No ☐ (NOTE: If the "Yes" box is checked, unless MCW is notified otherwise

in writing by Client, this SOW shall be extended thereafter on a month-to-month basis until such time as the services being provided have been completed, or until this SOW has been terminated in accordance with the Agreement. In no event, however, will the term of this SOW extend beyond the term of the Agreement.)

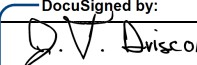

Review Meetings. Both parties will meet at regularly and mutually acceptable times to discuss the overall relationship and each party's performance of this Agreement.

INCORPORATION BY REFERENCE: This SOW when signed by both parties will incorporate by reference all of the terms and conditions of the Agreement (and any Addenda thereto that pertain to the subject matter of this SOW) and will form a part of the Agreement. Further, the terms of this SOW will supplement and modify the terms of the Agreement to the extent set forth herein.

The undersigned have read, understand, and agree to the terms and conditions herein, including any attachments hereto.

MCW

CLIENT: TOWN OF PARADISE VALLEY

<p>DocuSigned by:</p> <p>By: </p> <p>225862E245F7432...</p>	<p>DocuSigned by:</p> <p>By: </p> <p>CE1DC3A7428445A...</p>
<p>Printed Name/Title: J.T. Driscoll, GM</p>	<p>Printed Name/Title: Jill Keimach, town Manager</p>
<p>Date: 5/20/2021</p>	<p>Date: 5/21/2021</p>