

County Request No. 514

## **REQUEST FOR LEGAL SERVICES**

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 06/27/2024 Department: District 3

State the nature of the legal request: \_\_\_\_\_

Review of Center for Employment Opportunities contract as to form and legality.

**RECEIVED**

**JUN 27 2024**

**CIVIL DIVISION  
DISTRICT ATTORNEY**

Colton Murphy  
County Officer or Department Director

Reply of District Attorney's Office: \_\_\_\_\_

Reviewed

Date of Reply: 7/2/24

Ken E. [Signature]  
Assistant District Attorney

**AGREEMENT  
BETWEEN  
CENTER FOR EMPLOYMENT OPPORTUNITIES, INC.  
AND  
BOARD OF COUNTY COMMISSIONERS**

THIS AGREEMENT (the "Agreement") is entered into as of July 1, 2024 by and between Center for Employment Opportunities, Inc. ("CEO"), with its principal place of business at 50 Broadway, Suite 1604, New York, New York, 10004, and Board of County Commissioners ("BOCC") (also referred to herein as "Counterparty"), with principal offices located at 320 Robert S. Kerr Avenue, Oklahoma, Oklahoma City, 73102.

WHEREAS, CEO is a New York nonprofit corporation, with a mission to provide immediate, effective, and comprehensive employment services to persons who have recently returned home from incarceration through structured, tightly supervised programs that help such participants to regain the skills and confidence needed for successful transitions to unsubsidized, stable employment;

WHEREAS, one program supervised and provided by CEO is that of providing transitional work crews to perform work for and services to other parties; and

WHEREAS, the Counterparty is in need of transitional work crews to perform the services outlined below;

NOW, THEREFORE, CEO and Counterparty hereby enter into this AGREEMENT under the following terms and conditions:

- A. TERM:** The term of this Agreement shall be from July 1, 2024 ("Commencement Date") and end on December 1, 2024 ("Termination Date"), subject to the additional termination provisions below, unless extended or renewed by mutual written agreement.
- B. CEO's RESPONSIBILITIES:** Subject to the terms of this Agreement, CEO shall:
  - 1. Provide the services set forth in the Scope of Services, attached in Exhibit A ("CEO Services").
  - 2. Except as otherwise provided herein, CEO shall have sole responsibility for staffing all work crews and projects, including but not limited with respect to the number of crew members and which individuals are selected to work on any particular day.
- C. COUNTERPARTY'S RESPONSIBILITIES:** Subject to the terms of this Agreement, Counterparty shall provide the services set forth in the Scope of Services, attached in Exhibit B ("Counterparty Services").

**D. PAYMENT TERMS:**

- 1. For the term of this Agreement, Counterparty shall pay CEO an amount in accordance with Exhibit C.
- 2. CEO shall invoice by or on the 20<sup>th</sup> of the month.
- 3. Counterparty shall pay CEO within thirty (30) days of the date of the invoice.

4. Should there be disagreement about any invoice, the parties shall work together in good faith to come to a resolution within five (5) business days.

**E. TERMINATION:** The obligations and liabilities of CEO and Counterparty under this Agreement may be terminated as follows: (i) either party may terminate this Agreement in the event of a material breach of this Agreement if such breach is not cured within 30 calendar days after the breaching party receives written notice of such breach ("Cure Period"); (ii) CEO may unilaterally terminate this Agreement upon fifteen (15) calendar days' written notice to Counterparty; (iii) Counterparty may unilaterally terminate this Agreement for convenience upon providing at least sixty (60) calendar days' notice to CEO; and (iv) this Agreement shall terminate immediately upon the mutual written agreement of both parties to such termination. The balance of any invoiced fees accrued through the date of termination shall be paid by Counterparty to CEO within thirty (30) days of receipt of the final invoice. Such rights to terminate shall not be exclusive of any other rights or remedies that may be available to either party. All notices of breach and cure must be sent to the addresses for the parties as set forth herein.

**F. DESIGNATION OF PROGRAM CONTACTS:** CEO and Counterparty hereby each designate an individual or individuals within their respective organization to act as Program Liaisons to coordinate the implementation of the commitments made under this Agreement.

For CEO, the Program Liaison is Emily Ray and/or their designee(s).

For Counterparty, the Program Liaison will be William McClung and/or their designee(s).

These Program Liaisons will endeavor to contact each other promptly in the event any issue arises during the implementation of these commitments.

**G. NOTICES:** Notices and other communications hereunder will be in writing and will be delivered personally or sent by next business day, first class mail, certified mail, or registered mail, and by electronic mail, as follows:

If to Counterparty: Board of County Commissioners  
C/O Oklahoma County Clerk  
320 Robert S. Kerr  
Oklahoma City, OK 73102  
Email:

If to CEO: Center for Employment Opportunities, Inc.  
Attn: Samra Haider  
President and Chief Strategy Officer  
50 Broadway, Suite 1604  
New York, NY 10004  
Email: [shaider@ceoworks.org](mailto:shaider@ceoworks.org)

Copy to: Yuri Okumura, General Counsel  
[yokumura@ceoworks.org](mailto:yokumura@ceoworks.org)

**H. CONFIDENTIALITY:** The parties acknowledge that over the course of this Agreement either party may disclose, and have access to: confidential, non-public and/or proprietary information of which concerns its business, services, operations, ideas or plans; information regarding the

disclosing party's computer, data and telephone systems, networks and protocols, business processes, business plans, techniques, data of any kind; information regarding the disclosing party's employees' skills and/or abilities; any information relating to the disclosing party's business partners and affiliates; names and contact information of key persons within organizations that partner or otherwise work with the disclosing party; names and contact information of key personnel in private and public funding organizations that provide funds, grants, or other types of donations to the disclosing party; participant data; participant lists; financial statements and information; sales data; performance data; proprietary business information of any sort; research or development projects or results; grant and funding information (including but not limited to contact lists); cost and pricing information; and other information relating to the business that is not known to the general public that is or has been conveyed to the other party by any format or means including, but not limited to, written, typed, magnetic, electronically or orally transmitted (the "Confidential Information"). Both parties agree to keep confidential and not to disclose any such Confidential Information provided pursuant to this Agreement absent prior written consent from the disclosing party to make such disclosure, provided, however, that Confidential Information may be disclosed to the extent required by law, legal process or governmental authority. This restriction shall not apply if the Confidential Information: (a) was known by the party prior to receipt from the other party; (b) was generally available to the public; or (c) was lawfully acquired from third parties who have a right to disclose such information.

- I. CEO PROPERTY:** Counterparty specifically covenants and agrees to immediately deliver to CEO any and all CEO property which Counterparty may possess or have within Counterparty's control upon termination of this Agreement or upon request.
- J. OVERTIME:** Counterparty may request overtime from the CEO crew, provided Counterparty gives CEO one (1) business day of notice. Overtime shall be defined as any work beyond what has been agreed to in the scope of work, and/or any work beyond forty (40) hours a week. CEO shall accept overtime requests submitted by the Counterparty at CEO's sole discretion. When CEO accepts an overtime request from the Counterparty, Counterparty shall compensate at one-and- one-half times the base hourly rate.
- K. INDEPENDENT CONTRACTOR STATUS:** The parties hereby agree that neither party's subcontractors, employees, or agents shall be deemed to be employees or agents of the other party, it being understood that each party shall be solely responsible for withholding or payment of all federal, state and local personal income taxes, social security taxes, unemployment and disability insurance, and all other payroll taxes and obligations with respect to such party's respective employees and agents.
- L. LIABILITY:** CEO, its officers, employees, and agents, shall not be liable for any injury to the person, including death, or for loss or damages to the property of the Counterparty or of anyone else, occasioned by, or in any way attributable to the Counterparty under this agreement unless such injury, loss, or damage is caused by the negligence or willful misconduct of an officer, employee, or agent of CEO acting within the scope of their employment.
- M. NON-SOLICITATION:** During the term of this Agreement and for a period of six months after any termination hereof, other than with respect to program participants, Counterparty will not, directly or indirectly: (i) induce or attempt to induce any CEO employee to leave the employ of CEO; (ii) in any way interfere with the relationships between CEO and any such employee; or (iii) employ or otherwise engage as an employee, independent contractor or otherwise any such employee. Notwithstanding the foregoing, CEO's mission is to assist program participants to gain

permanent unsubsidized employment. Accordingly, the terms of this non-solicitation provision do not apply to such participants. In the event that Counterparty desires to employ a program participant, Counterparty agrees to notify the CEO Program Liaison referenced herein prior to approaching participant. CEO agrees to facilitate any such employment transition.

- N. ASSIGNMENT/MODIFICATION:** The obligations or rights under this Agreement may not be assigned, subcontracted, or transferred without prior written consent of an authorized representative of the other party. Any modifications to this Agreement must be mutually agreed upon by the parties.
- O. SEVERABILITY:** If one or more provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) of the Agreement; provided, however, that the parties shall attempt in good faith to reform the Agreement in a manner consistent with the intent of any such ineffective provision of the purpose of carrying out such intent. In addition, the parties agree that a court of competent jurisdiction is expressly authorized to modify any such unenforceable provision, instead of severing it in its entirety, in order to carry out the intention and agreement of the parties as embodied herein. If any provision is held void, invalid, or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
- P. SIGNATURES:** The Agreement may be signed in two or more counterparts, all of which, when taken together, shall be deemed one instrument. Faxed, emailed, photocopied, and scanned signatures will be considered valid as originals.
- Q. CONSTRUCTION:** The captions and headings in the Agreement shall not affect its meaning. Such captions and headings are provided for convenience only. The parties agree that no provision of this Agreement shall be construed in favor of, or against, any of the parties hereto because any such party drafted the Agreement or caused it to be drafted, or because any such provision is inconsistent with any prior draft.
- R. WAIVER:** If either party waives any breach of any provision of this Agreement, such party shall not thereby be deemed to have waived any preceding or succeeding breach of the same provision or of any other provision of this Agreement.
- S. GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Oklahoma except where the Federal supremacy clause requires otherwise. The parties agree that any dispute, controversy, or claim, arising out of, or relating to, the Agreement, shall be brought only in the federal and state courts located in the State of Oklahoma.
- T. ENTIRE AGREEMENT:** This Agreement, along with any attachments, constitute(s) the entire understanding between the parties and there are no other agreements or understandings between the parties relating to the subject matter hereof.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties affirm they understand and agree to the terms herein described by executing this Agreement as of the date(s) written below.

**CENTER FOR EMPLOYMENT OPPORTUNITIES, INC.**

**By:** \_\_\_\_\_

**Name:**

**Title:**

**Date:**

**CONTRACT AGREEMENT BETWEEN**  
**CENTER FOR EMPLOYMENT OPPORTUNITIES (CEO)**  
**AND**  
**THE BOARD OF COUNTY COMMISSIONERS OF**  
**OKLAHOMA COUNTY**

**BOARD OF COUNTY COMMISSIONERS OKLAHOMA COUNTY**

*APPROVED by the Board of County Commissioners this \_\_\_\_\_ day of \_\_\_\_\_.*

CHAIRMAN

MEMBER

ATTEST:

MEMBER

Maressa Treat, County Clerk

*APPROVED as to form and content this \_\_\_\_\_ day of \_\_\_\_\_.*

Assistant District Attorney

**EXHIBIT A**  
**CEO SERVICES**

During the term of this Agreement, CEO agrees to:

1. Perform the following Scope of Work services:

- Landscaping/Beautification – 350 Roadway Miles in Oklahoma County
  - Walk ahead of mower crew removing trash & debris
  - Weed eating and mowing around obstacles, clearing a path for big tractors
  - Mark obstacles with tape or reflective markers for big tractors to avoid
  - Trimming back trees at intersections such that line of sight is not limited and motorists can see out of their driveways and/or side roads
  - Trimming trees at car levels so as not to impede views
  - Collect limbs and debris from ditches, culverts and around drainage
  - Assist with cleaning and power washing equipment from time to time
- Janitorial – Once a week – D3 Office Complex

Two buildings, one office and one shop buildings with offices. The main office has two bathrooms and two offices:

- Clean bathrooms
- Vacuum
- Take out garbage
- Janitorial – Once a month

Main Office:

- Sweep and mop hallway
- Take out garbage

Shop (has 2 bathrooms, an office and a break room):

- Clean baths
- Take out garbage
- Sweep and mop the office and break room

All cleaning supplies and equipment needed for the janitorial portion of this scope of work are provided by Oklahoma County.

CEO reserves the right and sole discretion to decline to perform services at a designated site if such site contains potentially hazardous materials, including but not limited to biohazardous materials, an active or recently active homeless encampment, and/or if any persons impacted by homelessness are near the site.



In the course of providing the services, CEO crew members may happen upon the personal property of homeless individuals. CEO reserves the right to not disturb perceived personal property and will notify Oklahoma County of said property.

2. Perform all outreach, recruitment, and enrollment for program participants.
3. CEO has the exclusive right to terminate or suspend participants who fail to adhere to CEO's employment program policies.
4. Receive work assignments from Counterparty and communicate with such personnel about the work to be performed prior to performance and about the progress of the work during performance.
5. Comply with any and all requests from Counterparty to remove an individual from a work crew. In connection with such requests, designated program liaisons will meet to discuss surrounding circumstance of removal and future status of the individual on the CEO work crew at Counterparty work site.
6. Screen all program participants for their employment eligibility and fitness to work and provide compensation directly from CEO in accordance with applicable minimum wage laws.
7. Provide work crew(s) consisting of:
  - 1 crew supervisor, and up to 4-6 crew members, for 6.5 hours of work daily, Monday-Friday, excluding holidays, to perform services and assignments agreed upon between CEO and Counterparty.
8. Provide CEO participants transportation to and from work sites at the beginning and end of every workday.
9. Provide smaller landscaping equipment and basic safety equipment including weed eaters, pole-saws, chainsaws, vests, steel-toed work boots, safety goggles and other items for crew members
10. Supervise the work of any CEO work crew during working hours.
11. Fulfill overtime requests when possible, with at least one business day of notice, by the counterparty.

The parties shall mutually agree in good faith to a timetable for completion of any services.

## **EXHIBIT B**

### **COUNTERPARTY SERVICES**

Counterparty shall provide the services below:

1. Counterparty agrees to provide regular feedback and communication to CEO, which shall be at least monthly.
2. Counterparty shall timely notify CEO of any issues that occur involving CEO crews at the work site
3. Counterparty shall provide all equipment needed by CEO to perform CEO services, if they want work that requires additional equipment other than smaller landscaping equipment and basic safety equipment that CEO already provides.
4. Counterparty shall submit any requests for overtime with one (1) business day of notice to CEO.

## **EXHIBIT C**

### **PAYMENT SCHEDULE & BUDGET**

Counterparty shall pay CEO at the following rate: \$775/day

Should Counterparty request overtime from the CEO crew, Counterparty shall pay CEO at one-and-one-half times the base hourly rate for an hourly rate of \$178.85.

The total contract amount shall not exceed \$ 96,100.00