
TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: February 4, 2019

FROM: Megan Blackford
Assistant Purchasing Director



TO: Board of County Commissioners

SUBJECT: Master Service Agreement-Career Development Partners (CDP)

Submitted for your approval and execution is the attached Master Service Agreement between the Board of County Commissioners and Career Development Partners to provide a 3-month manager level outplacement program to a departing employee.

Respectfully submitted for your approval and execution.

MLB / skb

ORIGINAL: Michael Willis, County Clerk, for the February 11, 2019 agenda.

Master Service Agreement

This Master Service Agreement is by and between Career Development Partners (CDP) and the Board of County Commissioners of the County of Tulsa (TULSA COUNTY).

Whereas, CDP provides outplacement services to various institutions and subscribers.

Whereas, TULSA COUNTY wishes to have CDP provide it with outplacement services as described herein.

NOW THEREFORE, it is mutually agreed that it is TULSA COUNTY's intention to provide a 3-Month Manager Level outplacement program to an exiting employee.

In consideration of the mutual terms, conditions and covenants hereinafter set forth, the parties agree as follows:

1. **Outplacement Services**

CDP shall provide outplacement services as set forth in Exhibit A, which is attached hereto and incorporated by reference.

2. **Fee for Services**

Except as otherwise provided, TULSA COUNTY agrees to compensate CDP for the services described in Paragraph 1 in accordance with the pricing schedule set forth in Exhibit B.

3. **Term of this Agreement**

This Agreement shall be for delivery of a 3-Month Manager Level outplacement program to be delivered to an employee terminated on or about January 25, 2019.

Should TULSA COUNTY request that CDP provide outplacement services to other employees in the future, the term and conditions of this agreement may continue in effect until June 30, 2019 and may then be renewed thereafter by mutual, written agreement of the parties. Pricing will be in accordance with Exhibit "B" and invoicing will be agreed upon at the time of engagement.

4. **Termination**

This Agreement may be terminated for one of the following reasons:

- a) Either party becomes bankrupt, or, CDP breaches any of its obligations under this Agreement or unsatisfactorily performs in providing outplacement services.
- b) In addition, TULSA COUNTY may terminate this Agreement at anytime, without cause, by providing not less than 30 days written notice to CDP. TULSA COUNTY's only obligation will be to pay CDP for any charges incurred through the date of termination and/or charges for any outplaced employee currently utilizing CDP's services until those services are mutually agreed to be complete.

5 Invoicing

CDP will work with TULSA COUNTY's designated HR representatives to provide monthly reports and invoices according to TULSA COUNTY's needs. The fee for this program will be \$4,600 will be billed in three installments as follows:

Installment One: \$3,000 at the participant engages CDP services

Installment Two: \$800 at the beginning of the second month of service

Installment Three: \$800 at the beginning of the third month of service

In the event that the employee lands a position or does not utilize service beyond the first month the second or third installment will not be invoiced.

6 Nature of Relationship

Nothing in this Agreement shall be construed as establishing the relationship of employer and employee or the relationship of partners or joint ventures between TULSA COUNTY and any of its affiliates, subsidiaries or joint ventures and CDP. CDP shall be considered for all purposes as an independent contractor. CDP agrees to refrain from representing that any of its representatives are employees of TULSA COUNTY or any of TULSA COUNTY's affiliates or subsidiaries.

7 Dispute Resolution

In the event a dispute occurs between CDP and TULSA COUNTY under or relating to this Agreement, both parties agree that, prior to initiating any litigation against the other, the respective Managers and Executives will meet for the purpose of resolving the dispute. If the parties are unable to resolve the dispute within ten (10) business days, either party will have the right to submit the matter to a higher authority within their respective organizations, who will meet as often as the parties reasonably deem necessary to resolve the dispute in good faith.

8 Nondisclosure Covenant

CDP agrees that it will not at any time during the term of this Agreement or after its termination, reveal, divulge or make known to any person, firm, corporation or other business organization any customer lists, trade secrets, cost figures and projections, profit figures and projections, credit information or any other secret or confidential information whatsoever, whether of TULSA COUNTY, its affiliates, joint ventures or any of their customers and/or suppliers used or gained by CDP during performance of the outplacement services. CDP further covenants and agrees to retain all such knowledge and information acquired during and after the term of this Agreement respecting such list, trade secrets, or any secret or confidential information whatsoever in trust for the sole benefit of TULSA COUNTY and its successors and assigns. CDP shall not be prohibited from using any information it independently develops, receives from a third party without obligation of confidentiality, already knows, or which is in the public domain. TULSA COUNTY shall treat as confidential any information received from CDP including, without limitation, manuals, outlines and procedures related to the services described in Exhibit A. Works, inventions, discoveries and improvements conceived or made by CDP during the period of this Agreement and related to the services described in Exhibit A shall remain the property of CDP and shall not be considered "works for hire." This clause does not apply to materials furnished to participants of these outplacement services and does not prevent disclosures as required by law.

9 Specific Performance

CDP and TULSA COUNTY recognize that irreparable injury will be caused to either party by violating any provision of this Agreement. Consequently, either party may apply to any court of law or equity having jurisdiction and venue in Tulsa, Oklahoma to enforce the specific performance of the provisions hereof and may apply for injunctive relief against any act which would violate any such provision.

10 Severability

The parties agree that if any provision of this Agreement is deemed invalid or unenforceable as written, such provision shall be construed as restricting the activities in question to the full extent that such activities may be lawfully restricted. The invalidity or lack of enforceability of any provision of this Agreement shall not affect the validity and continuing effectiveness of any other provision of this Agreement.

11 Compliance with Other Agreement: Compliance with Laws

CDP represents that the execution of this Agreement and the performance of obligations hereunder will not conflict with, or result in the breach, of any provisions or the termination of or constitute a default under any Agreement to which CDP is or may be bound. CDP will comply with all federal, state, and local laws in providing services hereunder.

12 Equal Employment Opportunity/Affirmative Action

It is the policy of Career Development Partners to maintain a positive and productive work environment which calls for the highest standards of personal conduct. In keeping with these standards, any type of harassment or discrimination directed toward any employee or applicant on the basis of race, color, religion, national origin, gender, age, sexual orientation, citizenship, veteran status, disability, or any other legally protected characteristic will not be tolerated.

In view of the foregoing, CDP shall comply with all applicable laws, Executive Orders and regulations concerning non-discrimination in employment.

13 Taxes

CDP shall be responsible, on behalf of its employees, for all taxes and contributions imposed by present and future Federal, and State Laws and local ordinances (if any) with respect to said employees and their remuneration, including all interest and penalties payable under said laws and ordinances as a result of non compliance therewith; and shall indemnify and save harmless TULSA COUNTY from any liability and expense by reason of CDP's failure to pay such taxes or contributions.

14 Waivers

The waiver by TULSA COUNTY of any breach of any of the terms or provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

15 Binding Effect

This Agreement shall insure to the benefit of, and shall be binding upon, the parties hereto and their respective successors, assigns, heirs, and legal representatives.

16 Assignment

Neither this Agreement nor any part thereof shall be assigned, mortgaged, pledged, encumbered or otherwise transferred by CDP, or CDP's successors, or assigns by operation of law, or otherwise without prior written consent of TULSA COUNTY. TULSA COUNTY may assign its interests under this Agreement to any member of its corporate family, provided, however, that the member benefiting from such assignment is not in direct competition with CDP.

17 Publicity

CDP agrees to submit to TULSA COUNTY all proposed advertising and other publicity matter relating to any service provided by CDP wherein TULSA COUNTY's name is mentioned or wherein language is used from which CDP's connection with TULSA COUNTY can be inferred. CDP agrees not to publish or use such advertising or publicity matter without prior written consent of TULSA COUNTY.

18 Notices

Any notice required to be given pursuant to this Agreement shall be deemed to have been given when deposited in the United States first class mail (return receipt requested), postage prepaid, or delivered via a recognized overnight mail service, addressed to Career Development Partners, 4137 S. Harvard Ave., Tulsa, OK 74135, to Board of County Commissioners of the County of Tulsa at 500 S. Denver Ave., Tulsa, OK 74103 or such addresses as either TULSA COUNTY or CDP may most recently have specified by written notice to the other acknowledged in writing by the recipient thereof or evidenced by return receipt of the US Postal Service for certified or registered mail or the return receipt form provided by the overnight mail service.

19 Default

If either party materially defaults in the performance of any of its obligations hereunder, and such default continues for thirty (30) days after receipt of notice from the non-defaulting party, the non-defaulting party shall have the right to terminate services under this Agreement to any or all locations being provided service under this Agreement. The obligation of confidentiality shall survive termination of this Agreement.

20 Expenses

CDP will be reimbursed for all out-of-pocket expenses travel expenses incurred for delivery of services requested by TULSA COUNTY at a distance greater than 50 miles from CDP principle offices located at 4137 S. Harvard Ave., Tulsa, OK 74135.

21 Governing Law

With respect to the contractual rights between TULSA COUNTY and CDP, this Agreement shall be governed by, and construed in accordance with, the laws of the state of Oklahoma, excluding any conflicts of law, rules or principles that might otherwise refer the same to the law of another jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives, duly authorized, on the date first above written.

The Parties acknowledge that an original executed copy of this Agreement has been given to the other party.

Board of County Commissioners
of the County of Tulsa:

Name: _____

Signature: _____

Title: _____

Date: _____

Career Development Partners:

Name: TRAVIS JONES

Signature: [Signature]

Title: CEO / OWNER

Date: 2-1-19

Approved as to form:

Nolan M. Fields IV
Asst. Dist. Atty.



Career Development Partners

People are worth the investment.

A CAREER PARTNERS INTERNATIONAL FIRM

Career Development Partners Outcome Based Service

MANAGEMENT SERVICE

Access: 3 Months

Welcome to the next step in your career

Management Service is designed to assist management level participants in assessing opportunities and successfully redeploying expertise and skills to achieve their career goals as quickly as possible through career assessment, defining career direction, developing and implementing a personal marketing plan, enhancing interview skills, resume preparation, and negotiating the job offer and compensation package.

Coaching

Access to Senior Level Career Management Coaches for guidance and advice during the job search process including determination of short- and long-term career objectives and the implementation plan for a focused campaign.

Logistics & Support

Professional Environment and Support Services: Scheduled work space, long distance telephone and fax services, resume design and production, stationery and envelopes, word processing, mailing, access to copiers and personal computers.

Job Search Skills Development

Career Assessment: Participants identify their work and stress styles, ideal work environment and job strengths to determine their "best fit" career objective. Examines assessment results and how interests and behaviors help identify ideal work environments and responsibilities.

Steps to A Great Resume: Challenges each participant to develop a more polished and powerful first impression on paper. Individuals learn to translate their resumes into a digital attachment for the Internet. Most importantly, this process develops a strong marketing piece and builds an individual's confidence in preparing a more effective verbal presentation.

Job Search Strategies: Participants examine structured approaches to exploring options in a changing job market. This session teaches individuals time management techniques, effective research tools, contact development, and more traditional methods

of self-marketing such as ads, recruiters and Internet job boards.

Job Search Technology: Modern job search is concentrated on several fronts, leveraging online tools and social networking sites is critical in today's environment. Understand the nuances of an effective LinkedIn profile and how to leverage connections into job prospects.

Interview & Negotiation Strategies: A highly interactive session where participants review current interview and question formats which prevail in today's employment marketplace. Concentrates on salary questions, effective negotiating strategies and techniques to achieve a mutually beneficial package with a potential employer.

Enrichment: Special modules that happen in the Learning Center. They differ from month-to-month. Typically, participants are offered a variety of programs in addition to the Job Search Skills Development workshops, for example, financial planning, Career Fairs, and networking opportunities.

Technology Resources


Career Transition Momentum™: Our proprietary website features complete access to online consulting, live and recorded webinars, contact management tools, targeted market and job search links, executive recruiter database and career assessments. This service is accessible from any Internet connected device.



4137-A S. Harvard Ave.
Tulsa, OK 74135
918.293.0500
www.CDPpartnersinc.com

Career Development Partners *Outcome Based Services*

Exhibit B

<div><div>Career Development Partners People are worth the investment A CPI PARTNER</div></div> <div>4137-A S. Harvard Ave. Tulsa, OK 74135 918.293.0500 www.CDPpartnersinc.com</div>			Career Development Partners Outcome Based Services		Executive
Administrative	Professional	Manager	12 Months Unlimited Consultant Access (6 Month Service Available)		
30 Day Service Length	2 Month or 3 Month Service Length	3 Month or 6 Month Service Length	Full Professional Office Support		
Advice and Guidance of a Senior Consultant	Scheduled Meetings with Assigned Consultant	Scheduled Meetings with Assigned Senior Consultant	Professional Resume Preparation		
Resume Critique	Workspace Availability	Office/Workstation Availability	LinkedIn Profile Writing		
Limited Workspace Availability	Resume Critique and Formatting	LinkedIn Critique and Training	Career Assessment with Future Focus		
All individual programs include: Scheduled small group meetings with career management consultant (career assessment, resume development, networking, job search technology and LinkedIn, interviewing) Transition Momentum™ Online Portal, Inclusion in distribution to HR professionals and recruiters.		Resume Critique and Formatting	Personalized Research		
			Introductions to Key Community Decision Makers		
			Lifetime access to personal Contact Relationship Manager		
\$2,200	\$2,850/\$3,500	\$4,600/\$6,500	\$7,500/\$9,450		