



ADDENDUM TO THE CITY COUNCIL

for June 14, 2022 – 6:00 PM

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

C. CONSENT AGENDA.

8. Discussion and consideration of entering into, including any possible amendment, an agreement with Ready to Work, LLC, for staffing of temporary employees on an as-needed basis for the FY 22-23 with the option of renewing for four additional one-year periods. (Human Resources - T. Bradley)



Human Resources
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1235

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: June 14, 2022

RE: Discussion and consideration of entering into, including any possible amendment, an agreement with Ready to Work, LLC, for staffing of temporary employees on an as-needed basis for the FY 22-23 with the option of renewing for four additional one-year periods.

The City of Midwest City uses temporary employees in a variety of departments and for a variety of job duties and responsibilities, as needed. Temporary employees have filled in for vacancies, when there is a surge in the workload for a department, and to generally help provide relief for periods when a department is shorthanded. Most often, temporary employees are engaged in manual labor for the City, although they may fill in for non-manual and office positions.

Ready to Work, LLC, reached out to the City and engaged in discussions on the City's needs for temporary employees. After some discussion and negotiation, an agreement was reached to potentially allow Ready to Work, LLC, to provide staffing help for the City with temporary employees, as a supplemental agency in addition to the agency the City currently uses as a source for temporary employees.

Ready to Work, LLC, has agreed to a 35% markup and a \$15.00/hour minimum wage for the temporary employees provided for the City of Midwest City, as well as background checks, coordination and verification of timekeeping, and other controls which are standard practices in such agreements. Ready to Work, LLC, will be responsible for payroll, taxes, workers compensation, and other costs (covered by the 35% markup).

Staff recommends the approval of the agreement.

Troy Bradley, Human Resources Director

JOINT AGREEMENT
Ready to Work, LLC
and
The City of Midwest City

WHEREAS, the City of Midwest City (City) and Ready to Work, LLC (RTW) jointly referred to as Parties wish to enter into a contract for wherein RTW provides the City staff on an as needed basis; and

WHEREAS, RTW has offered comprehensive employment services to the City in the past; and

WHEREAS, RTW and the City are committed to identifying work opportunities that will be meaningful for participants and will have a real and visible impact on the properties and in the communities in which they are performed; and

THEREFORE, RTW and the City enter into this Agreement under the following terms and conditions:

A. TERM:

The term of this Agreement shall be for one year beginning on July 1, 2022, through June 30, 2023, unless otherwise terminated by mutual Agreement or renewed pursuant to the requirements below.

1. This Agreement is renewable for four (4) additional one-year periods at the option of the City. Should the City desire to renew the agreement, a written request to extend the Agreement will be furnished to RTW prior to the expiration date of the Agreement.

2. Upon receipt of the City's request, RTW shall submit its written documentation concerning whether RTW wished to continue the Agreement for an additional one-year period.

3. In all cases Agreement renewals must be approved by the City.

B. DESIGNATION OF PROJECT LEADERS:

Each party agrees to designate an individual or individuals who shall serve as Project Leaders within their respective organization. Each such individual, or appointed designees, shall be responsible for implementing the terms of this Agreement and coordinating all program activities.

1. RTW designates Charles Meadows as Project Leader.

2. The City designates Troy Bradley, Human Resources Director, as Project Leader.

C. PROGRAM PARTICIPANTS:

The parties agree that RTW will conduct criminal background checks on all persons sent to the City for employment.

D. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

1. RTW is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the City in performing the duties in this Agreement.

2. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

3. All payments to RTW pursuant to this Agreement shall be due and payable in the State of Oklahoma, even if services of RTW are performed outside the State of Oklahoma.

4. The City shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to RTW as RTW is an independent contractor and the members RTW's Team, assigned to work on the Project for the City are not employees of the City. Any such taxes, if due, are the responsibilities of RTW and will not be charged to the City.

5. RTW acknowledges that as an independent contractor it and Service Provider's Project Team, assigned to work on the Project for the City are not eligible to participate in any health, welfare or retirement benefit programs provided by the City or its employees.

E. RESPONSIBILITIES OF RTW:

1. To provide to the City any clerical, administrative or labor staff as requested within (2) two hours of the request. Any person assigned to the City shall be required to work –the designated shift schedule for the position being filled.

2. To ensure that any person provided to the City has reliable transportation to and from work sites at the beginning and end of every workday and to different sites in Midwest City during the workday as agreed by the parties in advance.

3. Comply with all requests from the City to remove any individual from employment with the City. In connection with such requests, designated Project Leaders will meet to discuss the surrounding circumstances of such removal and the future status of the individual to work for the City.

4. Conduct criminal background checks and screen all individuals for their employment eligibility and fitness to work and provide compensation directly from RTW in accordance with state and federal laws.

5. Receive work assignments from the designated City Project Leader and communicate with said Project Leader about the work to be performed prior to performance, about the progress of the work during performance, and about what was done after performance.

6. To pay each individual who is assigned to the City a minimum of \$15.00 per hour for each hour worked.

7. Maintain all personnel and payroll records for any individual who is assigned to the City.

8. Handling and payment of all payroll taxes and other governmentally mandated charges.

F. RESPONSIBILITIES OF CITY:

1, To pay RTW, for each person assigned to the City, the hourly rate for that person, plus an additional 35% to cover administrative and other costs.

2. Have the Project Leader or approved designee for the City contact the Project Leader for RTW anytime the City requires to have assigned any clerical, administrative or labor staff.

3. Have the City Project Leader and RTW's Project Leader meet twice a year, or more frequently, as needed to discuss the City's needs.

4. Provide assigned individuals all equipment and supplies to undertake the work assigned.

5. To properly supervise an individual assigned to the City during office hours and be responsible for its business operations, products, services and intellectual property.

6. Provide a safe work environment for an individual assigned to the City.

7. To not change the assigned duties of the individual assigned to the City without the expressed written approval from RTW.

G. HOURS OF WORK AND HOLIDAYS

1. The work hours for any person assigned shall be congruent to the shift worked by City employees in similar positions, unless different hours are specifically agreed upon between the parties.

2. Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve and Christmas Day and it is not anticipated that any RTW assigned individuals will work on those days.

H. INDEMNIFICATION AND INSURANCE:

1. To the extent provided by Oklahoma law, RTW and City shall indemnify and hold harmless the other party, its agents and employees from claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of, or in connection with the acts and omission of RTW's operations, and any RTW Employee, participant or agent under this Agreement, other than those caused in whole or in part by the willful misconduct or negligence of the other party. This indemnification shall extend to claims made occurring after this Agreement is terminated for acts and omissions occurring while it is in full force.

2. The insurance policies shall be issued by a company authorized to do business in the State of Oklahoma acceptable to City. The City shall be furnished with a Certificate of Insurance evidencing all of the requirements set forth below and shall state that such insurance shall not be changed or canceled without ten days prior written notice to City. All policies shall be in the form of an "occurrence" insurance coverage or policy. If any insurance is written in a "claims made" form, the RTW shall also provide total coverage that extends a minimum of two years from the expiration of the Agreement.

3. The City of Midwest City shall be listed as the Certificate Holder. The policy description shall state the following: "The City of Midwest City are additional insureds on all policies as required by the contract."

4. Deductibles: All policies must be fully insured with any single policy deductible not exceeding \$25,000. All deductibles must be declared on the Certificate of Insurance. If no deductible is declared, RTW is stating a deductible does not exist and thus a deductible is not approved or accepted. If RTW's deductible is different than declared, then the City will hold an equal amount (\$25,000.00) from pay claims.

5. Self-insured retentions will not be accepted unless accompanied by a bond (financial guarantee bond) or irrevocable letter of credit guaranteeing payment of the losses related to claims on insurance and expenses to reduce RTW's self-insured retention to \$25,000.00.

6. Workers' Compensation and Employer's Liability: Workers' Compensation Insurance shall be provided in amounts prescribed by law. Employer's Liability limits should be provided at limits not less than: \$1,000,000 each accident for bodily injury by accident; \$1,000,000 policy limit for bodily injury by disease; \$1,000,000 each employee for bodily injury by disease.

7. RTW shall, at its' own expense, purchase, maintain commercial general liability insurance, as stated above, up to \$7 million dollars including the following limits:

- a. \$3,000,000 General Aggregate Limit (Other Than Products - Completed Operations);
- b. \$3,000,000 Product s/Completed Operations Aggregate Limit (Any One Person or Organization);
- c. \$1,000,000 Personal and ADV Injury Limit
- d. \$1,000,000 Each Occurrence Limit
- e. \$1,000,000 Rented To You Limit
- f. \$5,000 Medical Expense Limit (Any One Person)

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation, or termination of this Agreement for a period of two (2) years.

I. TERMINATION:

1. Either party has the right to terminate this Agreement provided that written notice is provided to the other party (30) thirty calendar days prior to such termination.

2. Upon termination, each party shall be released from all obligations and liabilities to the other party that occur after the date of such termination provided that City of Oklahoma City shall pay RTW for all work performed up to an including the termination date.

J. NOTICES:

Whenever notice is required to be given pursuant to the terms of this Agreement, it shall be sent to the following addresses:

For RTW:
Charles Meadows
Right to Work, LLC
1330 N. Classen Blvd., Suite #215
Oklahoma City, OK 73105

For The City of Midwest City
Troy Bradley
Human Resources Director
City of Midwest City
100 N. Midwest Blvd.
Midwest City, OK 73110

K. VENUE OF ACTION AND APPLICABLE LAW:

The City and RTW agree that any dispute which may arise between or among them or arising out of or in connection with this Agreement shall be adjudicated before a court located in Oklahoma City, Oklahoma. The City and RTW hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma located in Oklahoma City, Oklahoma, with respect to any action or legal proceeding commenced by any party to the Agreement. The CITY and RTW consent to the service of process in any such action or legal proceeding by means of first-class mail, return receipt requested.

**L. COMPLIANCE WITH LAW, ORDINANCES,
SPECIFICATIONS, AND REGULATIONS:**

RTW shall comply with all existing federal, state, and local laws, standards, codes, ordinances, administrative regulations, and all amendments and additions thereto pertaining in any manner to this Agreement, and that RTW shall obtain all necessary permits, pay all license fees, and all social security, and taxes to comply therewith.

M. CONSTRUCTION AND ENFORCEMENT OF THE AGREEMENT:

The Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of the Agreement.

N. ASSIGNMENT:

In as much as the Agreement is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of RTW to provide professional and personal services to the City, the parties agree that RTW shall not assign or sublet its obligations, rights or interests in whole or any part of

the Agreement without the prior written consent of the City.

O. STOP WORK:

Upon written notice to RTW, the City may issue a Stop Work Order suspending the performance of work and/or services under this Agreement. The Stop Work Order shall not terminate or suspend any of the required provisions of paragraph "Indemnity and Insurance" of this Agreement. In the event the City issues a Stop Work Order to RTW, the CITY will provide a copy of such Stop Work Order to the RTW Project Leaders. For the avoidance of doubt any such Stop Work Order shall provide a pause in work performed in order to resolve any issues arising under the Agreement and shall not constitute a termination of the Agreement.

The City reserves the right to request and expect RTW to dismiss from work in process with the City, any employee who the City may deem incompetent, careless, or insubordinate.

P. PROHIBITION AGAINST COLLUSION:

RTW warrants it has not employed or retained any company or person other than a bona fide employee working solely for RTW to solicit or secure this Agreement, RTW further warrants it has not paid nor agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for RTW, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. In addition, RTW must execute the Anti- Collusion Affidavit attached as Exhibit A.

Q. NONDISCRIMINATION:

In connection with the performance of work and/or services under this Agreement, RTW agrees as follows:

1. RTW shall not discriminate against any employee or participant for employment or participants because of age, race, creed, color, sex, national origin, ancestry, or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2) or genetic information as provided in the Genetic Information Nondiscrimination Act. The RTW shall take affirmative action to ensure that employees or participants or applicants for employment or participants are treated without regard to their age, race, creed color, national origin, sex, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2) or genetic information as provided in the Genetic Information Nondiscrimination Act. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. RTW shall agree to post, in conspicuous places, available to employees and applicants for employment, notices setting forth these provisions.

2. In the event of RTW's noncompliance with this nondiscrimination clause,

this Agreement may be suspended, canceled, or terminated by the CITY. The City may declare RTW ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by RTW.

3. RTW agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Agreement.

R. SEVERABILITY:

In the event that any provision, clause, portion or section of this Agreement is held unenforceable or invalid for any reason by a court of proper jurisdiction, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Agreement. The parties further agree that any provision that is held unenforceable or invaluable shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law.

S. MODIFICATION:

This Agreement may not be amended or modified unless by mutual written consent of the parties.

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IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this **Agreement** on the dates set forth below.

Service Provider: Ready To Work, LLC

By: 

Name: Charles Meadows

Title: Owner

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APPROVED by and **SIGNED** by the City Manager of The City of Midwest City this _____
day of _____, 2022.

THE CITY OF MIDWEST CITY

TIM LYON
CITY MANAGER

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY