This agreement is entered into on **August 26, 2026** between **Premier USA, Inc.** (hereafter referred to as "Premier") and **Muskogee County Emergency Management** ("Customer") whose principal place of business is located at **400 West Broadway St, Muskogee, Ok 74401**

Whereas, Customer has a need for supplemental personnel services and **Premier USA Inc.** is a leading supplier of such personnel services to business, in consideration for mutual promises contained herein, the parties agree as follows.

Rates: Rates and customer specific terms for services are in the Service Agreement (attached and incorporated by reference). Any job classifications or professional positions not listed will be discussed as they arise and are mutually agreed upon.

* **Pre-Screening**: Information for pre-screening is contained in the Service Agreement (attached and incorporated by reference). Any pre-screening not listed will be discussed on an individual basis.

* **Warranty**: Premier USA, Inc. warrants that it is an independent contractor and its employees are covered by worker's compensation. Premier assumes responsibility for all applicable federal, state and local withholding taxes, unemployment taxes, social security, and any other payroll charges payable to Premier employees. If Customer is dissatisfied with any employee assigned to Customer by Premier, notify Premier within the first 4 hours worked by that employee and customer will not be charged for employee's time.

* **First Aid**: As a Customer of Premier, you shall provide adequately trained person(s) to render first aid, or a first aid responder for all temporary employees assigned to customer's facilities.

* **Compliance with Laws**: Customer and Premier agree to abide by all applicable local, state, and federal laws in performance of this agreement. Customer agrees that Premier employees will be supervised by Customer when on assignment for customer.

* **Relationship of the Parties:** Because Premier is an independent contractor, all temporary employees are employees of Premier and Premier retains the right to hire and fire its employees. As an at-will employment state, the Customer may request the removal of any Premier employee at any time. Customer agrees that no Premier employees will operate any vehicle (*auto, forklift, heavy equipment, etc.) or machinery (other than office machines) without a job description acknowledging this to Premier and that customer's insurance shall be primary for such operation. Customer agrees not to materially switch a Premier employee's job assignment without first notifying Premier. Customer accepts responsibility for bodily injury (except direct worker's compensation claims to Premier employee's), property damage, fire, collision, or other liabilities caused by the actions of any Premier employee while under customer's supervision. Customer agrees and warrants to Premier that it will maintain compliance with OSHA or state-specific required site-specific training and other mandated safety requirements. All injuries known to customer and to Premier employees will be promptly report to Premier. No Premier employee may handle cash, negotiable, or other valuables without the express, written consent of Premier.

* **Safety**: Customer agrees to supply a safe work environment for Premier employees. Customer agrees to indemnify and hold harmless Premier from any costs, penalties or judgments that may result from a customer's safety violation or intentional tort that imposes costs or expenses to Premier.

* **Time Sheet**: Premier's employee will present a time sheet to customer or customer's representative for customer verification and signature at the end of every work week Customer's signature on the time sheet indicates approval and acceptance of hours worked as indicated on the time sheet. Premier will invoice customer weekly for total hours worked. If customer does not sign such time sheet or uses customers own time reporting system, Customer agrees to pay based on said system subject to these terms and conditions contained herein.

* **Invoicing:** All invoices shall be processed in accordance with the County's established accounts-payable schedule, with payment issued on the applicable scheduled check date.
In the event the Customer files for bankruptcy, Premier and the Customer agree that any unpaid compensation earned within 90 days before the bankruptcy filing date shall be treated as, and given the priority afforded to, wages, salaries, and commissions under applicable provisions of 11 U.S.C. § 507.

* **Overtime**: Legally required overtime will be paid at one and one-half times the base pay rate.

* **Hiring of Premier Employees**: Customer may hire any Premier employee after said employee has worked 90 days on assignment for Customer and Customer pays a $0 per employee administrative fee at this point. Customer acknowledges the importance of Premier's employees to the operation of Premier and agrees (subject to any agreed upon buy-out of employees by Customer above) that it will not utilize nor employ any Premier employee; nor hire any Premier employee through any other supplier, service or leasing company, for a period of twenty-six weeks after the date of the employee's last time sheet from assignment at Customer through Premier; without consent in writing from Premier. It is agreed that if Customer desires to utilize or employ any Premier employee, or hire any Premier employee through any other supplier, service or leasing company, on a permanent or temporary basis, the employee will remain on Premier's payroll for a minimum of an additional twenty-six weeks from the date of the notification in writing or, in the alternative, the customer will pay Premier the sum of three thousand five hundred dollars to compensate Premier for the loss of each employee. (Technical and professional temporary employees; however, have a higher buyout, based upon salary level and specific job assignment.

* **Survival and Headings**: Any section that by its' nature should survive termination of this Agreement, shall survive termination of this Agreement. Headings of sections are for reference only and shall not be considered in the interpretation of this Agreement.

* **Severability**: A ruling by any court that one or more of the provisions contained in this agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not materially affected. Thereafter, this Agreement shall be construed as if the invalid, illegal or unenforceable provision had been amended as originally contemplated by this Agreement to the greatest extent possible.

* **Term**: This Agreement shall remain in effect for the applicable fiscal year, beginning July 1, 2026 and ending June 30, 2027, unless terminated by either party upon thirty (30) days' written notice. After the initial fiscal-year term, this Agreement may continue on a month-to-month basis. All prices are firm for the applicable fiscal year (subject to consistent pay history) unless changes occur in state, federal, or local taxes or workers' compensation that affect Premier's direct cost of doing business. Should this occur, Premier will notify the Customer immediately, and any changes will be strictly limited to covering the additional cost, with no provision for additional profit to Premier.

* **Miscellaneous Provisions**: This Agreement contains the entire agreement of the parties The terms of this Agreement shall not be construed against any Party as the drafting party. This Agreement shall be governed by the laws of the state where the services are provided. Any sections that by their nature should survive this Agreement, shall survive this Agreement.

* **Company Vehicle Use Policy**: Premier prohibits all employees from operating company vehicles during their period of employment. Should an employee be required to operate a company vehicle. The client must sign an indemnification agreement releasing Premier from all liability related to the use of company vehicles by the employee. This agreement must be signed prior to the employee operating company vehicles.

Service Agreement

Positions:	Hourly Mark-up Rate:
Maintenance/General Labor	1.55%
Heavy Equipment	1.58%
Clerical	1.40%
Direct Hire	7.5% (Discounted Rate with manager approval)

- All other positions will be quoted on an individual basis.
- Customer has the option to hire employees onto their payroll after 90 days are complete.
- Premier will recruit, screen and qualify candidates.
- Employees are provided with an orientation and overview of job expectations.
- Customer has the option to terminate an assignment due to change in business demands or performance issues. Employee is placed on assignment with no firm promise of full-time employment.
- Background and drug screens included.
- Rates include Workers Comp, Unemployment, State, Federal and Local Taxes.
- Premier requires a 4-hour minimum on all placements.
- **NO DRIVING OF COMPANY VEHICLES PERMITTED**
- **Payment is due by ACH only**

Agreed by:

Premier USA Representative Signature

Print Name

Title

Date

(Muskogee County)

Keith Hyslop

Customer Company Representative Signature

Keith Hyslop

Print Name

Chairman BOCC

Title

Date

Premier USA

Premier USA, Inc.
113 North Main St (P.O. Box 796), Muskogee, Ok. 74401
Office: 918-856-5801 Toll Free: 844-857-1156 Fax: 918-910-5267
www.premierusajobs.com

COUNTY OF MUSKOGEE STATE OF OKLAHOMA

14th day of Sept 2026

Chairman

Member

Member

Attest

County Clerk