

**AGREEMENT FOR WORKFORCE DEVELOPMENT
BETWEEN THE
BOARD OF COUNTY COMMISSIONERS OF MUSKOGEE COUNTY
AND
MUSKOGEE CITY-COUNTY PORT AUTHORITY**

This Agreement (the “**Agreement**”) is entered into this 12th day of June, 2023, by and between the Board of County Commissioners of Muskogee County (the “**County**”) and the Muskogee City-County Port Authority (the “**Port**”).

WHEREAS, the County desires to establish a workforce development office for Muskogee County, Oklahoma;

WHEREAS, the parties mutually desire the Port establish an independent contractor relationship with the County to establish such an office;

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1 Intent

The County desires to provide public funding for a workforce development office for Muskogee County and desires to contract with the Port implement such a program.

Section 2 Independent Contractor

The County does hereby appoint the Port, and the Port does hereby accept such appointment, as an independent contractor, and not as an employee, of the County for the purposes of achieving the goals of this Agreement.

Section 3 Services

The Port will establish a workforce development office for Muskogee County, Oklahoma. Such office shall develop and foster highly collaborative partnerships between the Port and business, education, labor, economic development, and other workforce organizations, both locally and regionally, with a view towards creating, sustaining, and retaining a viable workforce for Muskogee County which can support current and future business and industry needs. While the parties understand the principal location for the workforce development office may be established within the corporate limits of the City of Muskogee, it is the express desire that such workforce development office support the needs of all communities and towns in Muskogee County regardless of location or size. To achieve the services identified above, the Port shall employ such qualified and competent personnel as it determines necessary to implement the same.

Section 4 Budget

To fund the services described in this Agreement, the County will provide the Port the sum of Thirty Thousand Dollars (\$30,000.00) annually, such sum to be paid in four (4) equal quarterly instalments in advance. The County shall include such amount in its approved budget.

Section 5 Accountability

The Port shall maintain the integrity of the funds received from the County at all times in a general accounting ledger in a manner sufficient to enable the County to complete with applicable governmental accounting standards. The Port agrees all funds received by it under this Agreement shall be deposited and maintained in a separate account from the general operating account of the Port and that such funds shall not be commingled with any other funds of the Port. The Port shall remain in compliance with all applicable laws relating to accounting, reporting, recording, and retention of all public revenues and expenditures. The Port will report and document the same to insure the County complies with such laws.

Section 6 Reporting

The Port shall provide quarterly reports to the County summarizing the accomplishments of the Port under this Agreement.

Section 7 Insurance

During the term of this Agreement, the Port agrees to carry public liability insurance with an insurance company or companies authorized to do business in the State of Oklahoma, insuring the Port and the County against liability for injuries to persons and damages to property arising out of this Agreement, with liability limits as are customary in the field. The Port shall furnish the County with a certificate of such insurance upon demand. The Port shall also carry a policy of workers compensation insurance covering all employees of the Port with limits as require by law.

Section 8 Term and Termination

The term of this Agreement is for one fiscal year commencing on the first day of July, 2023, and terminating on the last day of June, 2024. This Agreement shall automatically renew for succeeding fiscal years unless this Agreement is terminated prior to such time as follows:

- A. If the County fails to budget for the operation of this Agreement for the next succeeding fiscal year, then this Agreement shall automatically terminate on June 30 of the currently funded fiscal year.

OR

- B. Upon ninety (90) days written notice by either party with or without cause.

Section 9 Miscellaneous

- A. The Port agrees to not assign or otherwise transfer this Agreement, or the rights herein contained, without the prior written consent of the County.
- B. The Port agrees it will not exclude from participation in or deny any benefits of the services, programs, or activities hereunder to any person on the grounds of race, color, gender, nationality, sex, or sexual orientation as required by applicable law or to any qualified individual with a disability as defined by applicable law.
- C. The employees, agents, and properties of the Port involved in the execution of this Agreement shall not be considered for any purposes the employees, agents, or properties of the County.
- D. The waiver of either party of any breach of any term, condition, or convent contained herein shall not be deeded a waiver of any subsequent breach of the same or any other term, condition, or covenant.

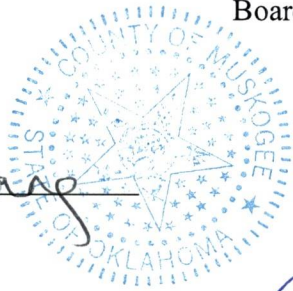
IN WITNESS WHEREOF, the parties have cause this Agreement to be executed as of the date written above by their respective officers thereunto duly authorized.

BY THE COUNTY:

Kenneth W. Payne
Chairman
Board of County Commissioners

Attest:

Dee J. Young
County Clerk



BY THE PORT:

[Signature]
Chairman
Board of Directors

12th day of June 2023
Chairman Kenneth W. Payne
Member [Signature]
Member [Signature]
Attest Dee J. Young
County Clerk

