

**THE BOARD OF COMMISSIONERS, COUNTY OF MUSKOGEE,
OKLAHOMA AND NEIGHBORS BUILDING NEIGHBORHOODS, INC.
CONTRACTUAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 15 day of NOV, 2021, by and between the Board of Commissioners, County of Muskogee, Oklahoma (hereinafter "County") and Neighbors Building Neighborhoods, Inc., (hereinafter "NBN") a private not for profit Oklahoma corporation doing business as Muskogee Nonprofit Resource Center.

WHEREAS, the purpose of entering into this agreement is to provide grant writing services to the County to enhance the county's ability to apply for and receive grants for which it qualifies,

NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration exchanged herein, the parties hereby acknowledge and agree as follows:

SECTION I. INTENT AND PURPOSE

The intent and purpose of this Agreement is for the County to contract the services of NBN so that NBN can effectively implement, develop and apply for grants and grant activities on behalf of the County.

SECTION II. Creation of the Independent Contract

NBN agrees to act as the Independent Contractor of the County in implementing this Agreement in compliance with all Laws and Statutes applicable to the accounting, reporting, recording, and retention of all revenues and expenditures of funds including to the extent applicable: the Municipal Budget Act, Title 11, Oklahoma Statutes, Chapter 17; the Oklahoma Open Meetings Act, Title 25, Oklahoma Statutes, § 301 et seq; and the Oklahoma Open Records Act, Title 51, Oklahoma Statutes, § 24A.1 et seq. NBN will report and document revenues and expenditures to ensure the County's ability to comply with the above statutes.

SECTION III. Services to be performed by NBN

NBN shall consistent with the terms of this agreement, research, find, develop and apply for grants on behalf of the County. In this regard NBN shall apply for grants on behalf of the County after approval of the Board of Commissioners of Muskogee County and NBN's Board of Directors.

SECTION IV. Budgeting of Funds and Contingency regarding Available Funding

- a. The Board of Commissioners of Muskogee County agrees to allocate funds to NBN not to exceed the amount specified in the County's approved Budget for the services to be performed under this Agreement, for fiscal year 2021-2022, said allocation is Forty Thousand Dollars (\$40,000.00) dollars. This is calculated at \$40.00 an hour or 1000 hours which includes research, writing, proofreading, interviews and client/funder communications. Payment will be made in a lump sum upon the signing of this contractual agreement. Both costs and hours expended as well as confirmed grants

submitted will be reported with attached documentation to the County annually until the funds are fully expended. The need for more work will be assessed then, and this agreement may be continued or renegotiated. This allocation shall be contingent upon the securement, receipt and budgeting of funding to the County for the allowable purpose of grant services to the County by NBN as detailed herein.

- b. The County will be responsible for monitoring compliance with the terms of this Agreement through review of submitted reports with documentation. If there is any possible non-compliance, it will be promptly reported in writing to the Board of Commissioners.

SECTION V. Accountability

NBN shall maintain integrity of a general accounting ledger for these funds in a manner sufficient to enable the County to comply with appropriate governmental accounting standards.

SECTION VI. Reporting

- a. Annual Expenditures. NBN shall deliver to the County finance officer, a revenue and expenditure report itemizing the expenditures in an acceptable format.
- a. Reports. Annually NBN shall furnish the Board of Commissioners a report summarizing accomplishments in sufficient detail of year-to-date activities to allow a determination of value received and goals met as a means of measuring success and return on investment. This report shall be briefed to the Board of Commissioners no later than the second regular Commissioners meeting of the month of October.
- b. Annual Audit. NBN further agrees to provide the County Treasurer with a copy to the Board of Commissioners of its annual audit within thirty (30) days after the audit report is received by the NBN. The audit shall be an annual examination by an independent Certified Public Accountant of the NBN's financial records made in accordance with generally accepted auditing procedures.

SECTION VII. Maintenance and Disposition of Records

- a. NBN Responsibilities. NBN shall maintain a record of revenues, expenditures, accounts and transactions fully supported by invoices and appropriate documentation to show that expenditures were made in accordance with the terms of this agreement and the approved budget. These records shall be maintained in accordance with the terms of this agreement and the approved budget. These records shall be maintained in accordance with generally accepted accounting procedures. Copies of all required documents shall be furnished to the County upon request.
- b. County Responsibilities. All records received from NBN shall be maintained as records of the County with disposition of the records to be as required by law or special resolution of the Muskogee County Board of Commissioners.

SECTION VIII. Administration

- a. NBN agrees to employ qualified and competent personnel to implement the intent of this Agreement, and NBN agrees to provide all the services listed in Section III hereof. Expenses directly attributable to the services provided by the NBN pursuant to this Agreement shall be allocated as part of the budget process. Expenses which are attributable, directly or indirectly, solely to NBN member services, or other NBN functions outside the scope or purpose of services within the scope of this Agreement shall be allocated to NBN funds and not the funds provided herein.
- b. NBN further agrees to grant County staff access to NBN's files, and other information services and data relative to activities necessary to implement the intent of this Agreement.

SECTION IX. Insurance and Indemnification

NBN agrees to carry public liability insurance with an insurance company or companies authorized for business in the State of Oklahoma, with said companies to have at least an "A" rating by A.M. Best Company, insuring NBN and County against liability for injuries to persons (including wrongful death) and damage to property, with liability limits of not less than \$1,000,000.00 for any one accident involving injury to one or more persons, and not less than \$25,000.00 for property damage resulting from any one claimant. NBN shall furnish County with a certificate of such insurance upon acceptance of this Agreement, which insurance shall provide specified amounts of insurance in no way limits the liability of NBN and NBN shall forever indemnify, defend, and save harmless the County, its officials and employees, from all claims, suits, demands, and actions arising from or in any way connected with the execution and implementation of this Agreement, provided however, that NBN shall not be liable beyond any applicable statute of limitations.

SECTION X. Right of Review

NBN understands and agrees that the purpose of this agreement is to serve the general public; therefore, the County shall have the right to review proposals and plans developed by NBN in carrying out the activities described herein. In case of disagreement between the parties with respect to the provisions of this section, the disagreement shall be resolved by the official act of the governing body of each party.

SECTION XI. Term of Agreement; Termination of Agreement

This agreement shall be for a one (1) year period commencing on execution and ending one year from that date, 2022, unless this agreement is terminated prior to each expiration date upon the following condition:

Upon ninety (90) days written notice by one party to the other party, said notice to be sent to:

Chairman Board of Commissioners
Muskogee County
220 state Street
Muskogee, OK 74401

Chair of the Board
Neighbors Building Neighborhoods
207 N 2nd Street
Muskogee, OK 74401

SECTION XII. Non-transferable

NBN agrees not to assign or otherwise transfer this Agreement or rights therein contained without prior written approval of County.

SECTION XIII. Non-discrimination

In connection with the performance of services under this Agreement, NBN agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, disability or ancestry. NBN further agrees to take affirmative action to ensure that employees are provided equal opportunity in employment, promotion, transfer, rates of pay or other forms of compensation and selection for training.

SECTION XIV. Waiver

The waiver by the County of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition or covenant.

IN WITNESS WHEREOF, the parties hereto affix their hands and seals the day and year first above written.

Board of Commissioners County of Muskogee, OKLAHOMA

Attest:

County Recording Secretary

Approved as to form and legality as to the Board of Commissioners, County of Muskogee, OK this 4th day of November, 2021.

Jerry Edward
County Attorney

Keith Hyslop

By Keith Hyslop, Chair, Board of Commissioners, Muskogee County, OK



NEIGHBORS BUILDING NEIGHBORHOODS, INC.
An Oklahoma Non-Profit Corporation

15 day of NOV 2021

Chairman Keith Hyslop

Member Jerry Edward

Member Jerry Edward

Attest: Jerry Edward
County Clerk



By Jerry Keeley, Chair of the Board