



Strategic Investment Program for Employment Recruitment Terms and Conditions of Grant

Introduction

The Muskogee City-County Port Authority (“Port Authority”) was recently approved to administer grant funds (the “Funds”) from the City of Muskogee Foundation via the Strategic Investment Program for Employee Recruitment (“SIP ER”). The purpose of the SIP ER is to assist applicant businesses who apply and are accepted herein (each, an “Applicant”) with attracting talent to fill new or hard to fill existing employment positions (“Recruits”) located in Muskogee County, Oklahoma. The SIP ER program is administered by the Port Authority in accordance with the following terms, conditions, and procedures (the “Terms”). In submitting an Application for SIP ER Funds, the Applicant hereby understands and agrees:

Terms and Conditions

1. **Application Period**. Applications (attached) (the “Application”) for SIP ER funds will be accepted by the Port Authority until October 2023 or the depletion of all available Funds, whichever occurs first.
2. **Eligibility Criteria**. In order to be eligible for SIP ER Funds, Applicants must meet, at a minimum, the following criteria (a “Qualified Applicant”):
 - a. Applicant must be a new or existing company with operations and offices within Muskogee County, Oklahoma.
 - b. Application must be in relation to a specific Recruit for a newly created employment position or existing difficult to fill position in Muskogee County, Oklahoma (“New Position”).
 - c. The Applicant’s or the New Position description must fit within one of the NAICS industry descriptions set forth on Schedule 1.
 - d. The Recruit’s starting salary for the New Position must exceed 110% of the average Muskogee County salary, as determined at the time of hire and must not exceed 200% of the average Muskogee County salary. The Port Authority shall use the US Department of Commerce, Bureau of Economic Analysis for the calendar year in which application is made in order to determine the applicable local Muskogee County average salary.
 - e. Recruit must be relocating to the City of Muskogee, Oklahoma.
 - f. Must include a job commitment letter executed by the Applicant and the Recruit in a form reasonably acceptable to the Port Authority providing evidence that the Recruit meets the criteria set forth in this Section 2.
3. **Acceptance**. The Port Authority has the sole authority to administer the Funds and has the sole right to accept or reject applications for SIP ER Funds. For the sake of clarity, there is no limit on the number of Recruits a Qualified Applicant can apply on behalf of for an Award. Further, prior awardees of Strategic Investment Program funds under other programs are not restricted from applying under this program.
4. **Restrictions**:
 - a. SIP ER Funds are limited to one time cash payments made directly to the Recruit in the amount of \$10,000.00 (the “Award”).

- b. In order to receive the Award, the Recruit or the Applicant must provide the Port Authority sufficient evidence of the Recruit's purchase of a home or construction of a home within the City limits of Muskogee, Oklahoma ("New Home"). Said evidence must be provided by the Recruit or Applicant to the Port Authority within 120 days of Application acceptance. The New Home must meet or exceed the three-year average for median home value in the city limits of Muskogee. If the applicable Recruit fails to comply with the terms of this paragraph, then the Award shall be null and void and the Application deemed rejected.
 - c. The amount of the Funds is limited and Applications are accepted on a first come first serve basis.
 - d. The Port Authority is only accepting 10 Applications for classroom teacher Recruits.
5. **Payments**: Provided all the requirements of these Terms are satisfied, Awards are paid directly to Recruits via check.
6. **Publicity**: Upon the disbursement of an Award to a Recruit via an accepted Application, Applicant agrees that the Port Authority may include general publicly available information about the Applicant in any of its communications, newsletters, media posts, press releases and reports concerning the SIP ER program and may distribute such information to third parties. Applicant will willingly participate in any such publicity about the SIP ER program. Use of Applicant's trademarks, name, or logo shall be subject to the prior approval of Applicant, said approval not to be withheld, delayed, or conditioned.
7. **Indemnity and Release**. Applicant shall release, indemnify, hold harmless and defend the Port Authority from and against all losses, liabilities, claims or causes of action arising out, or alleged to arise out of, resulting from, attributable to, or in any way related to these Terms, the Application, the SIP ER program, the Award, or the Recruit.
8. **No Waiver**. No waiver by the Port Authority of any of the terms or conditions of these Terms shall be effective unless explicitly set forth in writing and signed by the Port Authority. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
9. **Governing Law**. These Terms shall be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to any choice or conflict of law provision or rule of any state.
10. **Submission to Jurisdiction**. Any legal suit, action, or proceeding arising out of, based upon, or relating to these Terms, the Award, the SIP ER program, or the Application shall be instituted in the federal courts of the United States of America or the courts of the State of Oklahoma in each case located in the City of Muskogee and County of Muskogee, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
11. **Severability**. If any provision of these Terms is partially or completely unenforceable pursuant to applicable law, that provision will be deemed amended to the extent necessary to make it enforceable, if possible. If not possible, then that provision will be deemed deleted. If any provision is so amended or deleted, then the remaining provisions will remain in full force and effect.
12. **Entire Agreement**. These Terms constitute the entire agreement and understanding among the Port Authority and the Applicant with respect to its subject matter and supersedes any and all prior agreements and understandings, oral or written, relating to its subject matter.

Schedule 1

Qualifying NAICS Industries:

- Manufacturing Industries classified under NAICS Manual Nos. 31, 32, 33, 5131 or 11331.
- Research and Development and Testing Laboratories See NAICS Manual Nos. 54171 and 541380.
- Central Administrative Offices, Corporate Offices and Technical Services See NAICS Manual Nos. 5611, 5612, 51821, 519290, 52232, 56142, 524291, 551114.
- Certain jobs related to the mining of oil and gas See NAICS No. 2111, 213111 and 213112; 486
- Certain Warehouse/Distribution Operations See NAICS manual 42 where 40% of inventory is shipped out of state.
- Transportation by Air See NAICS Manual No. 4811
- Flight Training Services See NAICS No. 611512
- Federal Civilian Workforce of the Federal Aviation Administration Where jobs are migrating to Oklahoma from other Federal sites, or expansion here
- Other Support Activities for Air Transportation See NAICS Manual No. 488190
- Wind Power Electric Generation Equipment Repair & Maintenance See NAICS Manual No. 811310
- Support Activities for Rail and Water Transport See NAICS Manual Nos. 4882, 4883
- Rail Transportation See NAICS Nos. 482
- Motor Freight Transportation and Warehousing See NAICS Nos. 493, 484, 4884-4889
- Arrangement of Passenger Transportation See NAICS Nos. 561510, 561599
- Transportation of Freight or Cargo See NAICS No. 541614
- Certain Communications Services See NAICS Nos. 517111, 51741 and 517121
- Certain Refuse Systems that distribute methane gas See NAICS No. 5622
- Grocery Wholesale Distributing See NAICS Nos. 4244 and 4245
- Securities, Commodities, Investments See NAICS No. 523
- Computer Programming, Data Processing and Other
- Computer Related Services See NAICS Nos. 513210, 5182, 519290, 513120, and 5415
- Miscellaneous Business Services See NAICS Nos. 561410, 56142, and 516210
- Offices of Real Estate Agents & Brokers See NAICS No. 531210
- Medical and Diagnostic Laboratories See NAICS No. 6215
- Engineering, Management and Related Services See NAICS Nos. 5412, 5414-5417, 54131, 54133, 54136, 54137, and 541990
- Agricultural Production See NAICS Nos. 112120
- Professional Organizations See NAICS No. 813920
- Alternative Energy Structure Construction See NAICS No. 237130
- Alternative Energy Equipment Installation See NAICS Nos. 238160, 238220
- Electric Service Companies The program also applies to electric services companies within NAICS Nos. 221111-221122
- Healthcare Services 6210000
- Classroom Teachers 611110 (excluding administrative and supervisory staff)

APPLICATION
STRATEGIC INVESTMENT PROGRAM – EMPLOYEE RECRUITMENT (SIP-ER)
AKA: Work-Ready Muskogee – Ready, Set, Move

Has your company applied or been awarded SIP for new job creation? Yes No

Is the employee being incentivized filling a new position? Yes No

Is the position being incentivized a hard to fill position? Yes No

*If **Yes**, on the following page, explain in 200 words or less, why the position is hard to fill.*

Company Name _____

Company Representative _____

Email of Representative _____

NAICS CODE of Company _____

Address _____

Employee Name _____

Position Title _____

Annual Compensation of Position _____

Is wage justification provided? Yes No

(Please provide a OESC3 or other justification that the employee receives compensation equal to or above 110% of the Muskogee County average wage.)

By signing, I affirm that all statements made on this application, including all attachments, are true and complete to the best of my knowledge. I understand that misrepresentation can be cause for denial or expulsion from this program. I also understand that even if my company qualifies for the program, based on the number of program applicants and available funding, the incentive may not be awarded. I further understand and agree that the submission of this Application and my participation in the SIP ER program are subject to the Strategic Investment Program for Employment Recruitment Terms and Conditions of Grant, attached.

Signatures:

Date:

Company Representative _____

New Employee _____

Kimbra Scott, Port Director _____

APPLICATION
STRATEGIC INVESTMENT PROGRAM – EMPLOYEE RECRUITMENT (SIP-ER)
AKA: Work-Ready Muskogee – Ready, Set, Move

The position is hard to fill because: