AGENDA REQUEST FORM

Agenda Item: To consider and/or approve a Contract between Cleveland County Health Department and Laura "Elle" Shroyer to provide Power of Produce Club facilitation services for the Norman Farm Market. ARPA project #2.013 object code 54825.

Name of Person Submitting Request:	Melody Bays, Regional Director
Address:	Cleveland County Health Department 250 12th Ave. NE Norman, OK 73071
Phone:	(405) 579-2261
Date Requested:	**06/19/2026**

Description of Agenda Item including purpose for consideration by Board of County Commissioners (include type of Motion requested).

To consider and/or approve a Contract between Cleveland County Health Department and Laura "Elle" Shroyer to provide Power of Produce facilitation services at The Well.

The Health Department will pay $20/hour for an anticipated 6 hours per week that the farm market is active. The contract is to be effective July 1, 2026 through December 31, 2026. ARPA project #2.013 object code 54825.

Internal Use Only

Received by: _____

Acknowledge: _____(Chairman) Date Assigned: _____

_____(Member) Applicant Notified:_____

_____(Member) Routine (Consent) Item:_____

Other Parties Notified: _____

_____

_____

_____

CLEVELAND COUNTY HEALTH DEPARTMENT
Independent Contractor Agreement FY 2027

This Independent Contractor Agreement ("Agreement") is entered into between the Cleveland County Health Department ("CCHD") and Laura (Elle) Shroyer ("Contractor"), for the purpose of Contractor providing professional services for the Norman Farm Market under the Power of Produce project line item for approved ARPA project #2.013.

I. Purpose

The purpose of this Agreement is to provide temporary services to assist with the Farm Market Power of Produce Club at the Cleveland County Wellness Square, a community hub providing public health programing. The Well is a cooperative effort of the Cleveland County Health Department and Cleveland County.

II. Term

This Agreement is to be effective on July 1, 2026 through December 31, 2026, and may be renewed annually by mutual written approval by both parties. This Agreement shall not take effect until the CCHD receives copy containing original signatures of both parties and a purchase order has been issued. This program will be funded through ARPA funding, Project #2.013, object code 54825, for Power of Produce.

III. Termination

This Agreement may be terminated by either party with thirty (30) days written notice. CCHD reserves the exclusive right to schedule or not schedule certain classes and/or programs in its sole discretion based on its overall programming needs and availability. Any written notice shall be mailed to the other party at the following addresses:

CCHD
The Well
210 S. James Garner
Norman, OK 73069

Contractor: Laura Shroyer
15900 Cordova Ct Norman Ok 73026

Unavailability of Funding: In the event county, state, or federal funds used to support this Agreement become unavailable, either in full or in part, due to reductions in appropriations, the CCHD may terminate or reduce this Agreement upon notice in writing to the Contractor by Certified Mail. The CCHD shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction shall be specified in the notice. In the event of a reduction, the Contractor may cancel this contract as of the effective date of the proposed reduction upon advance written notice to the CCHD.

IV. Compensation

In exchange for the services provided by Contractor to CCHD, CCHD shall pay Contractor up to, but not exceeding $20.00 per hour for planning time and execution time, as negotiated beforehand.

No payments in advance of, or in anticipation of, goods or services to be provided under this contract shall be made by CCHD.

A properly completed invoice must be submitted within 30 days of the end of the month in which services were delivered and include the following items:

1. Name, address, telephone number, and social security number of the Contractor;
2. Name and address to whom payment is to be sent;
3. Invoice date;
4. Period covered by invoice; and
5. Detail of date and scope of services provided.

The invoice shall be submitted to: tara.mcclain@health.ok.gov

V. Scope of Services

Contractor will provide Power of Produce Club facilitation services for the Norman Farm Market. Such services include planning and utilizing provide materials to create opportunities for children to engage in the local food system. Included will be educational games, demonstrations and opportunities for exposure to new fruit and vegetables.

Contractor hereby acknowledges and agrees that execution of this Agreement is not a guarantee of any number of shifts or hours, and the Norman Farm Market retains the right to adjust schedules as needed in its sole discretion for the effective and consistent operation of the market.

VI. Amendments

Any modifications or amendments to this Agreement shall be in writing, dated and executed by both the Contractor and CCHD.

VII. Applicable Law and Venue

This contract shall be governed in all respects by the laws of the State of Oklahoma. Any legal cause of action arising out the obligations in this Agreement shall be brought solely in the Oklahoma District Court of Cleveland County or the United States District Court for the Western District of Oklahoma.

VIII. Indemnity and Liability

Contractor hereby acknowledges and agrees that it is responsible for any damage caused by Contractor to CCHD property and that it will indemnify and hold harmless the CCHD for any claim or cause of action brought against the CCHD arising out of any act or omission of Contractor or its agents arising out of the duties imposed by Contractor in this Agreement.

IX. CCHD Contact Person

For the purposes of this Agreement, all contacts with The Well shall be directed to its representative, Tara McClain, at tara.mcclain@health.ok.gov .

X. Contractor's Relation to CCHD

Contractor is in all respects an Independent Contractor and is neither an agent nor an employee of the CCHD. Neither the Contractor nor any of its officers, employees, agents, or members shall have authority to bind the CCHD nor are they entitled to any of the benefits or workers compensation provided by the CCHD to its employees.

XI. Entire Agreement

This Agreement represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

XII. Failure to Comply Statement

Contractor shall be subject to applicable state and federal laws, rules and regulations, and all amendments thereto. Contractor agrees that noncompliance may result in this Agreement being suspended or canceled in part or in whole.

XIII. Tobacco Free Policy

The Well is a tobacco-free facility. To the extent allowed by Oklahoma law, the Contractor providing services to the public on behalf of the CCHD shall follow the OSDH tobacco-free policy in performance of services for the CCHD.

XIV. Waiver of Breach

No failure by the CCHD to enforce any provisions hereof after any event of default by the Contractor shall be deemed a waiver of the CCHD rights with regard to that event, or any subsequent event. Waiver shall not be construed to be a modification of the terms of the contract.

XV. Workers Compensation and Employer's Liability

Contractor is required to comply with applicable federal and state workers compensation statutes. Contractor shall be responsible for maintaining insurability as required by state and federal ordinances, statutes, or regulations, including workers compensation, automobile insurance, or general liability, as applicable.

XVI. Procurement Integrity

By signing this Agreement, Contractor attests and assures it has made no payment or donation, either directly or indirectly, to any elected or appointed official, officer or employee of the State of Oklahoma or its political subdivisions, nor waived payment of any money or other thing of value due to Contractor in order to obtain this Agreement or other contracts. Nor has Contractor entered into this Agreement with this or any other state agency that would result in a substantial duplication of the services or duplication of the end product rendered by Contractor or its employees.

APPROVED this 12th day of June, 2026.

By: Cleveland County Health Department
250 12th Ave.
Norman, OK 73071

Melody Bays by [signature]
Melody Bays
Administrator

Date: 6-12-26

[signature]
Name: Laura Shrum
Contractor

Date: 6/8/26

APPROVED by the Board of County Commissioners this ____ day of _____, 2026.

_____
Chairman Jacob McHughes

_____
Vice Chairman Rusty Grissom

_____
Member Rod Cleveland

Attest:

_____
Pam Howlett
County Clerk