

AGREEMENT WITH OSCEOLA MAIN STREET ORGANIZATION TO PROVIDE SERVICES TO THE CITY OF OSCEOLA, ARKANSAS FOR THE YEAR 2021

THIS AGREEMENT is entered into by the City Council of Osceola, Arkansas, a municipal corporation organized and existing under the Constitution and laws of the state of Arkansas (City) detailing the terms and conditions provided below for Main Street Osceola (Contractor) to receive grant funds from the City of Osceola.

The Main Street Osceola Program agrees to provide the following services to the City of Osceola for the year 2021 to be completed at the annual rate of \$_____, paid in quarterly installments.

The primary objective of the Main Street Osceola Program under the guidance of a local Executive Director and Board of Directors is to coordinate activities within a downtown revitalization program which utilizes historic preservation as an integral foundation for downtown economic development.

1. SCOPE OF SERVICES

- a) Work with the City of Osceola and all certified local government collaborations to identify and prepare local ordinances to assist in the revitalization of the downtown area.
- b) Actively locate, recruit, and support new businesses in downtown Osceola to reduce property vacancy rates with quality commercial growth.
- c) Assist individual tenants or property owners with physical improvement programs and grants, including but not limited to downtown revitalization grants and signage grants through personal consultation or by obtaining and supervising professional design consultants; assist in locating appropriate contractors and materials; and when possible guidance on necessary financial mechanisms for physical improvements.
- d) Utilize the Main Street Program format, develop and maintain data systems to track the process and progress of the local Main Street Osceola program. These systems should include economic monitoring and individual building files through photographic documentation of all physical changes and information on job creation and business retention.
- e) Develop strategies for downtown economic development through historic preservation utilizing the community's human and economic resources. Become familiar with all persons and groups directly or indirectly involved in the downtown commercial district. Mindful of the roles of various downtown interest groups, develop an annual action plan for implementing a downtown revitalization program focused on four areas: design/historic preservation, promotion, organization/membership and economic vitality/development.

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- f) Develop and conduct ongoing public awareness and education programs designed to enhance appreciation of the downtown's architecture and other assets and to foster an understanding of the Main Street Program's goals and objectives. Through speaking engagements, media interviews and appearances, keep the program highly visible to the community.
- g) Encourage a cooperative climate between downtown interests and local public officials.
- h) Advise and develop a working relationship with downtown merchant's organizations and/or Chamber of Commerce Executive Director and Board of Directors to further Main Street Osceola's program activities and goals and assist in the coordination of joint promotional events, such as seasonal festivals or cooperative retail promotional events, in order to improve the quality and success of events to attract people downtown; encouraging excellence in all aspects of promotion in order to advance an image of a quality downtown for the community.
- i) Represent the community at the local, state and national levels; speak effectively on Main Street Osceola's program directions and findings, always mindful of the need to improve state and national economic development policies as they relate to smaller communities.
- j) Coordinate quality of life events including but not limited to Osceola Winter Festival Christmas Parade, Farmer's Market, and Arts of the Square.
- k) Provide a written monthly report to be included in the monthly City Council packet. Can be substituted with a verbal report at the regularly scheduled monthly city council meeting.
- l) All other duties in connection therewith as may be assigned by the Mayor and City Council and agreed upon by the parties heretofore for the periods from January 2021 to December 2021.

2. INDEPENDENT CONTRACTOR

- a) Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

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3. INDEMNIFICATION

- a) Contractor agrees to and shall indemnify, defend, and hold harmless the City of Osceola, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from operations or willful misconduct of the Contractor or its, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in this agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or efforts arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. Contractor's indemnification obligations in this section shall survive expiration of this Agreement.

4. NOTICE

- a) Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided.

5. TERMINATION

- a) This Agreement may be terminated by the City or by the Contractor upon ninety (90) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination.

Witnessed:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

MAIN STREET OSCEOLA

CITY OF OSCEOLA

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SERVICES TO THE CITY OF OSCEOLA, ARKANSAS FOR THE YEAR 2021**

BOBBY EPHLIN, PRESIDENT

SALLY WILSON, MAYOR

KRISTI HOPPER, EXECUTIVE
DIRECTOR

JESSICA GRIFFIN, CITY CLERK