

AGREEMENT WITH OSCEOLA/SOUTH MISSISSIPPI COUNTY CHAMBER OF COMMERCE TO PROVIDE SERVICES TO THE CITY OF OSCEOLA, ARKANSAS FOR THE YEAR 2021

THIS AGREEMENT is entered into by the City 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 Osceola/South Mississippi County Chamber of Commerce (Contractor) to receive funds from the City of Osceola, Arkansas.

The Osceola/SMC Chamber of Commerce agrees to provide the following services to the City of Osceola for the year 2021 to be completed at the annual rate of \$29,500.00, paid in quarterly installments.

The primary objective of the Osceola/SMC Chamber of Commerce under the guidance of a local Executive Director and Board of Directors is to coordinate activities throughout Osceola and South Mississippi County that focus on commercial 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 recruitment of businesses, improvement of economic development, and the advancement of tourism opportunities in Osceola.
- b) Actively locate, recruit, and support new businesses in Osceola to reduce property vacancy rates with quality commercial growth.
- c) Coordinate activity of Osceola/SMC Chamber of Commerce committees, ensuring that communication between committees is well-established; assist committees with implementation of work plan items.
- d) Develop, in conjunction with the Osceola/SMC Chamber of Commerce Board of Directors, strategies for economic development utilizing the community's human and economic resources. Become familiar with persons and groups directly or indirectly involved in Osceola's commercial district.
- e) Develop and conduct ongoing public awareness and education programs designed to promote Osceola and other assets and to foster an understanding of the Osceola/SMC Chamber of Commerce goals and objectives. Through speaking engagements, media interviews and appearances, keep the program highly visible to the community.
- f) Actively recruit, locate, and support new businesses and commercial opportunities in Osceola.
- g) Assess the management capacity of major area organizations and encourage improvements in the community's ability to undertake joint activities such as

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promotional events, advertising, uniform store hours, special events, business recruitment, parking management and related matters. Provide advice and information on successful downtown management. Encourage a cooperative climate between business interests and local public officials.

- h) Advise any merchant's organizations and/or Main Street Osceola Executive Director and Board of Directors on Osceola/SMC Chamber of Commerce 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 to Osceola; encouraging excellence in all aspects of promotion in order to advance an image of a quality town for the community.
- i) Help build strong and productive working relationships with appropriate public agencies at the local and state level.
- j) Represent the community at the local, state and national levels; speak effectively on Osceola/SMC Chamber of Commerce's directions and findings, always mindful of the need to improve state and national economic development policies as they relate to smaller communities.
- k) As directed by the A&P Commission and City Council, lead the Heritage Tourism Comprehensive Strategic Planning process in collaboration with Arkansas State University and the City of Osceola, engaging and involving all groups that have tourism as part of their mission including but not limited to Main Street Osceola, Mississippi County Historic and Genealogical Society, City of Osceola Improvement Taskforce, and others.
- l) Coordinate quality of life events including but not limited to Chamber Member Luncheons, Chamber Job Fair, Car Show & Fall Festival, and the Annual Chamber Banquet.
- m) 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.
- n) 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

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- 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.

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year

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first above written.

OSCEOLA/SMC CHAMBER OF
COMMERCE

CITY OF OSCEOLA

SANDRA COLLINS, PRESIDENT

SALLY WILSON, MAYOR

SHERI ADAMS, EXECUTIVE
DIRECTOR

JESSICA GRIFFIN, CITY CLERK