

AGREEMENT WITH SHIFT FAMILY OUTREACH 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 SHIFT Family Outreach (Contractor) to receive funds from the City of Osceola.

The SHIFT Family Outreach agrees to provide the following services to the City of Osceola for the year 2021 to be completed at the annual rate of \$4,500, paid in quarterly installments.

The primary objective of SHIFT Family Outreach, a 501(c)(3) organization under the guidance of a local Executive Director and Board of Directors, is to provide care for the less fortunate in our city.

1. SCOPE OF SERVICES

- a) Work with the City of Osceola to identify and prepare local ordinances to assist in the care of homeless and low socioeconomic status and to ensure access to safe, affordable housing, and the need of maintaining that housing.
- b) Develop and conduct ongoing public awareness and education programs designed to raise awareness of homelessness and low socioeconomic status.
- c) Maintain a minimum of eight beds and provide safe shelter, basic needs, and navigation systems to individuals who need it in Osceola.
- d) Maintain and operate a feeding program that provides cooked lunches as well as uncooked food to eligible citizens of Osceola.
- e) Maintain status as a disaster relief agency of the Northeast Arkansas Food Bank
- f) Provide a written monthly report to be included in the monthly City Council packet with non-HIPAA information to the government body of Osceola including but not limited to minimum numbers served, housed, and exited with destinations.
- g) Represent the community at the local, state and national levels; speak effectively on SHIFT Family Outreach program directions and findings, always mindful of the need to improve state and national economic development policies as they relate to smaller communities.
- h) Residents will provide positive community service in cooperation with the City of Osceola to help with beautification projects in and around City Hall and downtown Osceola on Tuesdays and Thursdays for a minimum of two hours or as deemed necessary as long as not a hindrance to the shelter residents improving their quality of

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life.

- i) 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.

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

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- 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 first above written.

SHIFT FAMILY OUTREACH

CITY OF OSCEOLA

GEORGE WILLIAMS, DIRECTOR

SALLY WILSON, MAYOR

GREGORY BROWN, EXECUTIVE
DIRECTOR

JESSICA GRIFFIN, CITY CLERK