

## **AGREEMENT WITH MISSISSIPPI COUNTY HISTORICAL AND GENEALOGICAL SOCIETY 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 Mississippi County Historical and Genealogical Society (Contractor) to receive funds for providing a service for the City of Osceola, Arkansas.

The Mississippi County Historical and Genealogical Society agrees to provide the following services to the City of Osceola for the year 2021 to be completed at the annual rate of \$5,000, paid in quarterly installments.

The primary objective of the Mississippi County Historical and Genealogical Society under the guidance of a local Board of Directors is to preserve the history of Osceola and Mississippi County by operating Mississippi County Museum.

### **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 preservation of the history of Osceola.
- b) Develop, in conjunction with the Mississippi County Historical and Genealogical Society, strategies for historic preservation. Become familiar with persons and groups directly or indirectly involved in Osceola's historic preservation.
- c) Develop and conduct ongoing public awareness and education programs designed to promote the history of Osceola and other assets and to foster an understanding of the Mississippi County Historical and Genealogical Society's goals and objectives. Through speaking engagements, media interviews and appearances, keep the program highly visible to the community.
- d) Help build strong and productive working relationships with appropriate public agencies at the local and state level.
- e) Represent the community at the local, state and national levels; speak effectively on Mississippi County Historical and Genealogical Society's directions and findings, always mindful of the need to improve state and national historic preservation policies as they relate to smaller communities.
- f) Operate the Mississippi County Historical and Genealogical Society historical center and Mississippi County Museum.
- g) 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.
- h) 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

- 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.**

MISSISSIPPI COUNTY HISTORICAL  
AND GENEALOGICAL SOCIETY

CITY OF OSCEOLA

1-27-2021 Glynda Thompson by Sandra K. Carpenter  
GLYNDA THOMPSON, PRESIDENT

Sally Wilson  
SALLY WILSON, MAYOR

Robert Zenanko  
ROBERT ZENANKO, SECRETARY

Jessica Griffin  
JESSICA GRIFFIN, CITY CLERK