

CONTRACT AGREEMENT

This Agreement, made this the ____ day of _____, 2021, by and between **MISSISSIPPI UNITED TO END HOMELESSNESS (MUTEH)**, hereinafter called the Service Provider, and **THE CITY OF TUPELO, MISSISSIPPI**, hereinafter called the Owner,

WITNESSETH:

That the Service Provider and Owner for the consideration hereinafter named agree as follows:

The Service Provider shall furnish all services for the **City of Tupelo Homeless Initiative** to the Owner, all in the manner provided for in the original MUTEH proposal dated October 1, 2017, which are fully incorporated herein as if hereto attached or herein repeated.

The Owner shall pay the Services Provider for the complete rendering of twelve (12) months of services under this contract a total amount of **Fifty-One Thousand Dollars (\$51,000)** being the amount of the anticipated proposal for the **City of Tupelo Homeless Initiative**, in four (4) equal installments, the first installment due with the first month of the contract, second due on the fourth month of the contract, third due on the seventh month of the contract and the fourth due on the tenth month of the contract.

Payment therefore to be made, provided: That the City of Tupelo Chief Operations Officer, acting as Project Manager, certifies to the Owner that all of the services have been rendered, and that payment is due therefore and provided further that the Service Provider has submitted evidence satisfactory to the Owner that all services have been rendered.

It is further mutually agreed that the Service Provider shall indemnify and hold harmless the Owner and their agents and employees from and against any and all liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of the services or such other liability resulting from negligence or otherwise on the part of the Service Provider, including but not limited to injury to

persons and damage to properties, and the structures and improvement thereon, adjacent to the project, and shall indemnify and hold harmless the Owner from all costs and damages, including attorney's fees, which may be suffered by reason of the failure to fully and completely perform the services under this Agreement. The Service Provider shall fully reimburse the Owner for all expenditures of every kind, character and description, including attorney's fees, which may be incurred by the Owner in making good any and every default which may exist on the part of the Service Provider in connection with its performance under this Agreement.

The Service Provider has read, understands and accepts the conditions specified in this document and as set forth in the construction drawings and specifications.

In witness whereof, the parties hereto execute this agreement on the day, month and year noted herein in three (3) counterparts, each of which will be deemed an original contract:

OWNER: CITY OF TUPELO, MISSISSIPPI SERVICE PROVIDER: MUTEH

By: _____

By: _____

Title: Mayor Todd Jordan

Title: Ledger Parker, Executive Director

ATTEST : _____

Title: _____