Homeless Shelter Services Agreement

This Agreement, entered into this day of May 25, 2010, between the County of Otsego, hereinafter called the "County" and The Friendship Shelter, Inc., hereinafter called the "Service Provider."

Witnesseth:

1. Term and Termination. The County agrees to contract with the Service Provider for the term beginning June 1, 2010 to and including December 31, 2010 to emergency shelter housing for Otsego County homeless families and individuals. This Agreement may be terminated by either party at any time without cause upon thirty (30) days' written notice to the other party.

It is mutually understood and agreed that this Agreement does not confer any right to the Service Provider to continue providing services to the County beyond the expiration date of this Agreement.

2. Performance. The Service Provider agrees to provide and perform all services as outlined in the Description of Services, in a competent and professional manner.

3. Description of Services. The Service Provider shall provide emergency shelter housing to homeless residents of Otsego County, including but not limited to providing the living facilities and associated amenities, education training, and transportation.

4. Fee. The County agrees to pay the Service Provider the amount of $30.00 per day per Otsego County resident served by Service Provider, up to a maximum total amount of $1,000.00 during the duration of the Agreement. The Service Provider shall submit monthly invoices to the County. Invoices shall include information on the number of Otsego County residents served, along with total bed days used by Otsego County residents during the billing period, along with information on the total beds/days services were provided to Otsego County residents.

5. Relationship of Parties. Service Provider agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the County and that Service Provider acquires none of the rights, privileges, powers, or advantages of County employees.

6. Hold Harmless. Service Provider shall indemnify, defend and hold harmless the County, its boards, commissioners, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services of this Agreement. Such indemnification shall survive the termination of this agreement.

7. Insurance. Service Provider must maintain during the term of this Agreement the following insurance coverage, at a minimum:

Commercial General Liability Insurance in the amount of $1,000,000.00 per occurrence for property damage and bodily injury, with a $1,000,000.00 aggregate.

Worker's Disability Compensation Insurance including employer's liability coverage, in accordance with applicable statutes of the State of Michigan.

Motor Vehicle Liability Insurance, and Michigan No-Fault Coverages including all owned, non-owned and hired vehicles.

Proof of Insurance must be provided by the Service Provider to the County by the initiation of this Agreement.

Otsego County will be named as Additional Insured on all insurance coverage, with the exception of Workers Compensation and Employer's Liability insurance.

8. Compliance with Law. Service Provider shall comply with all applicable federal, State, and local laws, ordinances, rule and regulations.

9. Record Keeping. Services Provider shall keep complete and accurate fiscal records and shall furnish the County with copies of such fiscal records, as well as any other relevant records and reports, as the County may request.

The Service provided shall transmit a copy of any audits produced for the Friendship Shelter.

10. Non-Discrimination. In fulfilling its duties and other responsibilities hereunder, Service Provider shall not discriminate in any manner against any person in violation of applicable law.

11. Notices. All required notices must be in writing and will be considered given when delivered (1) personally, or (2) by registered or certified mail, return receipt requested, addressed as follows:

If to the County: John Burt
Otsego County Administrator
County of Otsego
225 W. Main Street
Gaylord, MI 49735

If to Service Provider: Marilyn Kaczanowski
The Friendship Shelter
P.O. Box 2048
Gaylord, MI 49735

By Service Provider:

Marilyn Kaczanowski 5/28/10

Marilyn Kaczanowski, Executive Director Date

By Otsego County:

J Burt 5/25/10

John Burt, County Administrator Date