AGENDA ITEM HISTORY SHEET

ITEM TITLE	AGENDA NO. 11 & 12
Resolution 2024-57 & Ordinance 2024-27	AGENDA DATE: 12/17/2024

FUNDING CERTIFICATION (Finance Director) (Signature, if applicable)

MANAGEMENT STAFF REVIEW (Signature)

MAYOR (Signature)



ITEM HISTORY (Previous Council reviews, action related to this item, and other pertinent history)

This is the same agreement we have entered into in years prior.

ITEM COMMENTARY (Background discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

(This section to be completed by the Mayor)

ACTION PROPOSED (Motion for Consideration)

Motion to approve

ORDINANCE No. 2024 - _____

AN ORDINANCE AUTHORIZING A CONTRACT FOR ADDITIONAL SERVICES WITH THE BRYANT HISTORICAL SOCIETY OF BRYANT; WAIVING COMPETITIVE BIDDING; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the City Council has previously appropriated funds for historical education programs within the city; and

WHEREAS, Bryant Historical Society is an Arkansas nonprofit corporation created for the purpose of providing recreational activities; and

WHEREAS, The Bryant Historical Society is in a unique position to provide such activities on behalf of the City of Bryant; and

WHEREAS, Ark. Code Ann. §§ 14-47-138 and 14-58-303 provide that the City may, by ordinance, waive the requirements of competitive bidding in exceptional situations where such procedure is found to be not feasible or practicable.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bryant Arkansas:

Section 1. Authority To Execute Contract

The Council hereby approves a contract between the City of Bryant Arkansas and the Bryant Historical Society in the amount of $10,000 to provide public recreational services, in addition to those enumerated in and provided in consideration for the contract for use of the facilities located at 200 SW 3rd Street. The Mayor is hereby authorized to enter into a "Contract for Services" with the Bryant Historical Society, wherein the Bryant Historical Society agrees to provide certain programs on behalf of the City of Bryant, Arkansas during 2025, in exchange for, *inter alia*, payment in the amount of $10,000, payable in the manner specified in the Contract attached hereto as Exhibit A.

Section 2. Waiver of Competitive Bidding

Given the variety of services offered by Bryant Historical Society, the City Council for the City of Bryant Arkansas hereby finds that circumstances exist which constitute an exceptional situation where competitive bidding is not feasible or practical and waives the requirements of formal competitive bidding.

Section 3. Severability

The provisions of this Ordinance are separable and in the event that any section or part hereof shall be held to be invalid, such invalidity shall not affect the remainder of this Ordinance.

Section 4. General Repealer

All ordinances and resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Emergency Clause

The City Council wishes to avoid any interruption to the services provided by the Bryant Historical Society due to late payment by the City and hereby declares an emergency, placing this Ordinance in full force and effect immediately upon its passage and approval.

PASSED and APPROVED this _____ day of_____, 2024.

Approved:

_____
Mayor Chris Treat

Attest:

_____
Mark Smith, City Clerk

Exhibit A

CONTRACT FOR SERVICES

This Contract is made and entered into by and between the City of Bryant, Arkansas, a municipal corporation (hereinafter, "THE CITY") and the Bryant Historical Society of Bryant, an Arkansas nonprofit corporation (hereinafter "BHS"), by and through their respective duly authorized officers and for valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

WHEREAS, THE CITY has an interest in the historical education of its residents;

WHEREAS, Bryant owns the property at 200 SW 3rd in Bryant;

WHEREAS, CITY wishes to contract with BHS to provide financial support of its activities designed to benefit and enrich the lives Bryant residents;

WHEREAS, BHS provides regular and ongoing historical education programs for the residents of Bryant;

WHEREAS, the City benefits from such services that they provide the City's residents; and

WHEREAS, BHS intends to continue providing such services for the benefit of the City's residents.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The City wishes to contract with the BHS to provide financial support of its activities designed to benefit and enrich the lives of Bryant residents. The City shall make a pledge of $10,000 in four quarterly installments, due the 1st of each quarter.

2. In exchange for this compensation, the BHS agrees to use these funds for the purpose of promoting civic pride, education, and citizenship among THE CITY's residents who participate in the programs and services.

3. This Contract for financial support shall be in effect from January 1, 2025, through December 31, 2025, and is anticipated to renew assuming that THE CITY continues to need historical education and that the BHS continues providing those services and programs that meet the necessary needs of the CITY and its governmental functions for providing such services and programs. This Contract's funding is on an annual basis and future funding is at the sole discretion of the City Council of the City of Bryant based on the financial needs of the City and its financial obligations. However, this Contract shall be executed in advance of any fiscal year

funding and shall be executed by November of the preceding fiscal year. Further, if during a term of this Contract, the City suffers a fiscal shortfall, the City reserves the right to delay, cancel or otherwise modify the quarterly payments provided for herein as necessary to meet the obligations of the City to provide necessary services.

4. Notwithstanding any of the provisions of this Contract, it is agreed that the City has no financial interest in the business of the BHS and shall not be liable for any debts or obligations incurred by the BHS, nor shall the City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the BHS, profits earned or derived by the BGC, nor shall BHS at any time or times use the name or credit of THE CITY in purchasing or attempting to purchase any equipment, supplies, or other thing or things whatsoever.

5. BHS, in the performance of its operation and obligations hereunder, shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as THE CITY may from time-to-time request to indicate that it is an independent contractor. THE CITY does not and will not assume any responsibility for the means by which or manner in which services by BHS shall be wholly responsible therefore.

6. BHS hereby agrees to comply strictly with all Federal, State and local laws while performing under the terms of this contract, including but not limited to the Arkansas Freedom of Information Act. Furthermore, BHS agrees, that in the performance of its duties, under this contract, that it will do so in compliance with all anti-discrimination laws, regulations, and executive orders applicable to it by virtue of the funding provided for herein.

7. BHS and THE CITY agree that either party may terminate this contract with a 90 day written notice for default by the other. A representative of the two parties shall be entitled to a hearing with the City Council to work out the best outcome if requested.

8. BHS agrees to furnish THE CITY with an annual report illustrating the positive impact of the BHS on the residents of the City of Bryant, each fiscal year, but no later than December 31. Further, BHS to furnish the City with its annual audited financial statement within 90 days of such audit being completed.

9. **Insurance Requirements**: BHS shall maintain general liability insurance and agrees to indemnify and hold harmless THE CITY from any claims, lawsuits, judgments, or settlements brought as a result of the performance of this Contract or BHS's provision of services hereunder.

10. **Severability**: In the event that any provision of this Contract shall be held invalid or unenforceable by any Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

11. **Disputes arising under this Contract**: The parties agree that any disputes arising under this agreement shall be governed by the laws of the state of Arkansas. Jurisdiction of any disputes shall properly be in the Circuit Court of Saline County, Arkansas.

IN WITNESS WHEREOF, THE PARTIES TO THESE PRESENTS HAVE EXECUTED THIS AGREEMENT, THIS THE _____ DAY OF_____, 2024.

CITY OF BRYANT, ARKANSAS **BOYS' AND GIRLS' CLUB OF BRYANT**

_____ _____

Mayor Chris Treat President of Board of Directors

Attest:

_____

Mark Smith, City Clerk