

CITY OF CEDARVILLE, ARKANSAS

RESOLUTION NO. 2023-01-17-02

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CRAWFORD COUNTY LIBRARY SYSTEM AND APPROPRIATING NECESSARY FUNDS.

WHEREAS, the City Council of the City of Cedarville, Arkansas, recognizes that Crawford County Library System, ("CCLS"), provides services to the citizens of Cedarville consistent with standard public library practices including but not limited to book lending, education, and recreational programs and/or training;

WHEREAS, the city council recognizes that the City could lawfully provide the same or similar services to its citizens; and

WHEREAS, the city council recognizes that the CCLS efficiently administers and manages the programs it operates and can do so more cost effectively than the City.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDARVILLE, ARKANSAS, AS FOLLOWS:

SECTION 1: The City Council hereby authorizes the mayor to negotiate and enter into a contract with the CCLS for the provision of programs and services consistent with standard public library practices and programs;

SECTION 2: The said contract shall not exceed the sum of four thousand eight hundred dollars (\$4,800.00) for the year 2023 to be paid by Cedarville.

SECTION 3: The City Council of Cedarville, Arkansas, hereby appropriates the necessary funds to fulfill this contract from the City's General Revenue Fund, and the budget shall be amended accordingly.

PASSED AND APPROVED THIS 17th DAY OF January 2023.

APPROVED:

ATTEST:


MAYOR


RECORDER/TREASURER

AGREEMENT

THIS AGREEMENT made and entered into this 17th day of January 2023, by and between the City of Cedarville, Arkansas ("City"), and Crawford County Library System ("The Community Organization").

WITNESSETH:

WHEREAS, The Community Organization has possession and control of physical facilities suitable for providing to the City's residents certain services, as enumerated in paragraph one (1) below, which services fulfill a governmental function to provide for the health, safety, and welfare of the City's inhabitants; and

WHEREAS, the parties desire to provide a program of such services and facilities for the City's inhabitants;

NOW, THEREFORE, it is agreed by the parties that in exchange for the mutual covenants and agreements set forth below;

1. The Community Organization will provide in the City and for its inhabitants, for the year 2023, a service which will provide facilities and programs for education included but not limited to book loaning, provision of technological services, and provision of reading programs.
2. In consideration for the providing of the services described in the preceding paragraph, the City agrees to pay The Community Organization for services rendered exclusively within the City limits, the maximum sum of \$ 4,800.00 for the year 2023, payable quarterly with submittal of quarterly reports as to the actual use of the funds, and approval by the Internal Auditor.
3. It is agreed by The Community Organization that the City shall have the right, at all reasonable times, to inspect the facilities and programs being provided by The Community Organization under this Agreement, and shall have the right, at all reasonable times, to inspect the financial and other records of The Community Organization. After inspection or investigation, the City shall have the right to notify The Community Organization, in writing, of any deficiencies in the program and/or facilities provided under the Agreement, and if such deficiencies are not cured within thirty (30) calendar days from the date of such written notice, the City shall have the absolute right to terminate this Agreement. To assist the City in monitoring its activities, The Community Organization shall, on a quarterly or more frequent basis, provide to the City Administrator, or his/her designated agent, a report of The Community Organization's financial and service activities during the period preceding such report.
4. Furthermore, the City shall have the right to cancel this Agreement upon the happening of any of the following:
 - (a) Any substantial damage to or destruction of The Community Organization's facilities within the City by fire, wind, or other casualty; or
 - (b) A determination by the city council that the services provided hereunder are no longer needed as a governmental function, or, otherwise, a determination by the city council that the City, for whatever reason, no longer desires to have such services provided by The Community Organization; or
 - (c) A determination by the city council that The Community Organization, its employees, or agents, in the providing of the services hereunder, have violated the City's policy against discrimination on the basis of age, sex, religion, race, national origin, political affiliation, handicap, veteran status, or have violated the City's policy in favor of a drug-free work place

In addition to any of the other rights of cancellation stated herein, either party shall have the right to cancel this Agreement because of the breach by the other party of the party's obligations hereunder, such cancellation to be effective as of the date of the breach. Failure by either party immediately to declare the contract canceled by reason of a particular breach shall not preclude a party from raising the breach subsequently as a reason for cancellation. Should the Agreement be canceled, for any reason, The Community Organization understands and agrees that the City shall immediately cease paying any further monies under this Agreement, and agrees additionally The Community Organization will refund to The City, on a pro-rated basis, monies paid by The City for services not rendered by The Community Organization.

5. The Community Organization shall indemnify and hold harmless The City, its officers, boards, commissions, employees, and agents, against and from any and all claims (including, but not limited to, any based on 42 U.S.C. 1983), demands, causes of action, actions, suits, proceedings, damages (including, but not limited to, damages to City

property), cost of liabilities (including The City's cost with respect to its employees and cost of defending any and all such actions and proceedings described herein), arising out of or pertaining to The providing of services hereunder by The Community Organization.

6. It is agreed by the parties that there will be no assignment or transfer of this Agreement, nor of any interest in this Agreement.
7. The parties to this Agreement agree that it is not a contract of employment, but is, instead, a contract to fulfill a specific governmental purpose. Accordingly, in the performance of this Agreement, The Community Organizations shall be considered an independent agent, and neither it nor its employees or agents shall be considered employees or agents of The City
8. Because The Community Organization will be receiving monies from The City under this Agreement, The Community Organization understands that its records and meetings may become subject to the provisions of The Arkansas Freedom of Information Act.
9. It is understood and agree by the parties that, if any part, term, or provision of the Agreement is held by The courts to be illegal or in conflict with any law of Arkansas, The entire Agreement shall by null and void.
10. This Agreement shall not be specifically enforceable in equity, by either party; nor shall any injunction be applied for or issued at the instigation of either party in case of dispute or alleged breach of this Agreement.
11. This instrument embodies the whole agreement of The parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between The parties.
12. This Agreement is executed on The City's behalf by its officials as set forth below pursuant to Resolution No. 2023-01-17-02 adopted on January 17, 2023.
13. This Agreement is executed on behalf of The Community Organization by its authorized representatives set forth below pursuant to authorization contained in a resolution of The board of directors of The Community Organization, dated the 17 day of January, 2023.

IN WITNESS WHEREOF, The parties have set their hands and seals this 17th day of January 2023.

City of Cedarville
By: Lebach P. H. H. H.
Mayor

Attest:

Sandra Cook
Recorder/Treasurer

Crawford County Library System.

By: Deidre Hymala
Executive Director