

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 Youth Association, D/B/A Boys and Girls Club of Bryant, an Arkansas nonprofit corporation (hereinafter "BGC"), 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 well-being and successful development of its youth;

WHEREAS, Bryant citizens passed a Bond and tax initiative for the construction of Bishop Park;

WHEREAS, CITY wishes to contract with BGC to provide financial support of its activities designed to benefit and enrich the lives of 1000+ young people each year;

WHEREAS, BGC provides regular and ongoing after school, summer and league sports, services and youth programs for the City's youth;

WHEREAS, the City benefits from such services in that they provide educational, developmental, recreational, and mentoring functions for the City's youth; and

WHEREAS, BGC intends to continue providing such services and youth programs for the benefit of the City's youth.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The City wishes to contract with the BGC to provide financial support of its activities designed to benefit and enrich the lives of over 1000 young people that it serves. The City shall make a pledge of \$50,000 in four quarterly installments, due the 1st of each quarter.
2. In exchange for this compensation, the BGC agrees to use these funds for the purpose of promoting civic pride, academic success, healthy lifestyles, and good character and citizenship among THE CITY's youth who participate in the programs and services.
3. This Contract for financial support shall be in effect from January 1, 2024, through December 31, 2024, and is anticipated to renew assuming that THE CITY continues to need youth programs and services and that the BGC 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 BGC and shall not be liable for any debts or obligations incurred by the BGC, nor shall the City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the BGC, or profits earned or derived by the BGC, nor shall BGC 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. BGC, 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 BGC shall be wholly responsible therefore.

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

9. **Insurance Requirements:** BGC 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 BGC'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 _____, 2023.

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

Mayor Rhonda Sanders

President of Board of Directors

Attest:

Mark Smith, City Clerk

Suzanne Passmore, Executive Director