

RESOLUTION NO. 19-5

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A BID FOR  
CONTRACT OF SERVICES FOR YOUTH ACTIVITIES; AND  
AUTHORIZING THE EXECUTION OF SAID CONTRACT RELATED THERETO.**

WHEREAS, the City of Monticello has advertised for bids for the contract of services for youth activities FOR 2019 consistent with law; and

WHEREAS, the following bid was received:

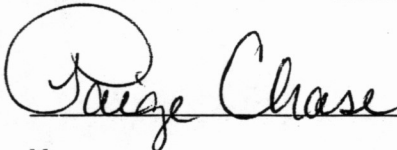
1. Boys & Girls Club of Drew County - \$50,000.00.

WHEREAS, the Mayor has recommended to the City Council to renew the contract of services for youth activities with the Boys & Girls Club of Drew County for the related bid in the sum of \$47,000.00.

NOW, THEREFORE BE IT RESOLVED, by the City Council of Monticello, Arkansas that the City of Monticello is authorized and directed to accept the bid of Boys & Girls Club of Drew County and the Mayor is authorized to execute a contract of services for youth activities consistent with the bid specifications as advertised by City of Monticello with said firm in the sum of \$47,000.00.

(End of Resolution)

ADOPTED on this 22 day of JANUARY, 2019.

  
\_\_\_\_\_

Mayor

ATTEST:

  
\_\_\_\_\_


City Clerk-Treasurer

**CONTRACT**

THIS AGREEMENT is made and entered into effective the 1<sup>st</sup> day of January, 2019, by and between the City of Monticello, Arkansas, with principal offices located in Monticello, Arkansas (hereinafter referred to as the "City"), and the Boys' and Girls' Club of Drew County, Inc., with offices located at 175 Henley Drive, Monticello, Arkansas 71655 (hereinafter referred to as the "Club").

WITNESSETH

WHEREAS, the Club is a non-profit organization organized for the purpose of meeting the needs of youth from ages six (6) through eighteen (18) years; and

WHEREAS, the City has a large number of youth in that age range who are in need to  services which the City desires to provide, such services being:

1. Personal and educational development;
2. Citizenship and leadership development;
3. Cultural enrichments;
4. Health and physical education;
5. Social recreation; and
6. Outdoor and environmental education.

WHEREAS, the Club has the resources available to provide above services to the youth of the City, which would otherwise have an obligation to provide the resources and services called for herein

throughout its own programming.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, it is hereby agreed as follows:

1. The Club shall assist the City by providing the following services to the youth of the City:

- a. Personal and educational development;
- b. Citizenship and leadership development;
- c. Cultural enrichments;
- d. Health and physical education;
- e. Social recreation; and
- f. Outdoor and environmental education.

2. As compensation for services to be provided to the City by the Club, the City shall pay to the Club the sum of \$47,000.00 for the twelve (12) month period of January 1, 2019, to December 31, 2019.

3. The parties hereto mutually agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations in performance of each party's obligation pursuant to this agreement.

4. The parties hereto mutually agree to adhere to all federal, state and local laws and regulations prohibiting discrimination. The parties agree that they shall not discriminate against a participant in any of the programs described above because of race, color, religion, national origin, sex, sexual

orientation, height, weight or personal beliefs.

5. It is expressly understood and agreed that the Club assumes responsibility for its personnel's performance of those services set forth in Paragraph 1 above. The Club shall, at its own expense, protect, defend, indemnify and hold harmless the City, its elected and appointed officers, employees, servants and agents from all claims, damages, losses, costs and expenses which they may incur as a result of any acts, omissions, or negligence of the Club, its authority or any of its officers, employees, servants, agents or supervisors.

6. It is expressly understood and agreed that the employees, servants and agents of either of the parties to this agreement, or those of either of the parties' contractors or subcontractors, shall not be deemed to be and shall not hold themselves out as the employees, servants or agents of the other party. Each of the parties to this agreement shall be responsible for withholdings and payment of all applicable taxes, including but not limited to, income and social security taxes to the proper federal, state and local governments for their employees. The employees of each of the parties, and those of their contractors and subcontractors, shall not be entitled to any fringe benefits otherwise provided by the other party to its employees, such as, but not limited to, health and accident insurance, paid vacation leave, paid sick leave and longevity. Each of the parties, and their contractors and

subcontractors, shall carry workers' compensation coverage for its employees, if required by law.

7. No failure or delay in exercising any right, power or privilege hereunder on the part of either of the parties to this agreement shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other of further exercise of any other right, power or privilege.

8. The Boys' and Girls' Club shall cause monthly written reports to be prepared and presented to the Monticello Parks and Recreation Commission at or near the end of each monthly funding cycle, and in such format as will provide to the City's financial director with all financial information necessary to meet all the requirements of state law as concerns audit and financial information. Annually, the Boys' and Girls' Club shall cause an audit of the financial records of the agency as concerning this contract to be performed by a certified public accountant who shall adhere to the rules governing generally accepted accounting practices (GAAP).

9. Modifications, amendments or waivers of any provision of this agreement may be made only by the written mutual consent of the parties hereto.

10. This agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this agreement, or any

part thereof, shall have any validity or bind any of the parties hereto.

11. This agreement shall be effective for the year beginning January 1, 2019, and shall terminate as of December 31, 2019.

12. If any provision of this agreement is held to be invalid, the remainder of the agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this agreement.

13. The persons signing this agreement on behalf of the parties hereto certify by said signatures that they are duly authorized to act on behalf of said parties.

IN WITNESS WHEREOF, the parties hereto have fully executed this agreement on the day and year first above written.

CITY OF MONTICELLO, ARKANSAS

COUNTY, INC.

  
\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
PRESIDENT

ATTESTED BY:

  
\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
SECRETARY

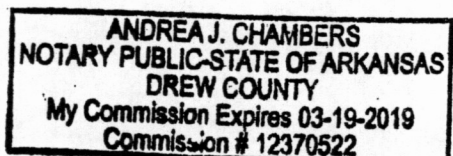
BOYS' AND GIRLS' CLUB OF DREW

ACKNOWLEDGMENT

STATE OF ARKANSAS }  
COUNTY OF DREW }

On this the 12 day of ~~January~~ <sup>February</sup>, 2019, before me, the undersigned Notary Public in and for said County and State, personally appeared David Anderson and Andrea Chambers, who are to me personally well known, and stated that they were Mayor and City Clerk, respectively, of the **CITY OF MONTICELLO, ARKANSAS**, a municipal corporation, and that in said capacities they were duly authorized to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so executed said instrument in the capacity and for the consideration and purposes therein expressed.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Ad JC  
Notary Public

My commission expires: 03-19-19

ACKNOWLEDGMENT

STATE OF ARKANSAS }  
COUNTY OF DREW }

On this the \_\_\_\_\_ day of January, 2019, before me, the undersigned Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, who are to me personally well known, and stated that they were President and Secretary, respectively, of the **BOYS' and GIRLS' CLUB OF DREW COUNTY, INC.**, a corporation, and that in said capacities they were duly authorized to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so executed said instrument in the capacity and for the consideration and purposes therein expressed.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_