

RESOLUTION NO. 2023 - 31

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AND PERFORM A CERTAIN AGREEMENT; AND FOR OTHER PURPOSES**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEARCY, TO-WIT:

WHEREAS, the City of Searcy has been presented a certain agreement associated with the operations of the City of Searcy or that have an impact upon the residents of the City of Searcy, namely an agreement with:

- White County Regional Library System

(the "Agreement") copies of which have been submitted to the Searcy City Council (see Exhibit "A" attached hereto); and

WHEREAS, the City of Searcy wishes to approve the execution of, ratify the terms of and perform under the conditions contained in, the Agreement.

NOW, THEREFORE, be it resolved by the City Council of the City of Searcy, Arkansas, to- wit:

Section 1. That the Searcy City Council approves and ratifies the terms, conditions and obligations of the Agreement.

Section 2. That the Searcy City Council authorizes and directs the Mayor and City Clerk to execute and perform under the terms of, the Agreement.

Section 3. That the Mayor is authorized to take all actions determined to be necessary, in the sole and exclusive determination of the Mayor, in the performance of all obligations, duties and responsibilities associated with the Agreement.

PASSED AND ADOPTED this 9th day of May, 2023.

/s/ Mat Faulkner
Mayor of Searcy

ATTEST:

/s/ Jerry Morris
City Clerk

EXHIBIT A

LIBRARY STAFF FUNDING AGREEMENT

THIS LIBRARY STAFF FUNDING AGREEMENT (the "Agreement") made and entered into by and between the City of Searcy, Arkansas, an Arkansas Municipal Corporation, by its duly authorized representatives ("Searcy") and the White County Regional Library System ("WCRLS"). Searcy and WCRLS may be referred to herein individually as "Party" or collectively as the "Parties", and by execution hereof agree to be bound by the terms and conditions outlined herein.

WHEREAS, the operation of a quality library system is recognized and a critical function of a thriving community by each of the Parties hereto; and

WHEREAS, historically, Searcy and WCRLS have shared employment responsibilities for staff operating the WCRLS in Searcy; and

WHEREAS, in an effort to remove confusion and inconsistency, Searcy and WCRLS have determined it is in the best interest of all involved if WCRLS is the exclusive employer of employees operating the WCRLS in Searcy; and

WHEREAS, the City Council for the City of Searcy has expressed a willingness to continue to fund WCRLS for employees being transferred to WCRLS from Searcy and determined this financial support of WCRLS's employment of these individuals to be the most appropriate manner to deploy municipal funds; and

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants of the respective parties hereto, the parties hereto agree as follows, to-wit:

1. Services to be provided by WCRLS.
 - a. WCRLS shall continue to operated library facilities at WCRLS locations in Searcy, Arkansas.
 - b. In addition, WCRLS shall directly employ all staff members of WCRLS and agrees to hire any and all employees of Searcy that previously exclusively served the WCRLS.
2. Compensation.
 - a. As compensation for the services to be rendered to Searcy by WCRLS, Searcy agrees to pay and WCRLS agrees to accept the sum of \$235,000.00 annually, which shall be prorated to \$117,500.00 for the initial six (6) month term contemplated herein and return to the annual compensation upon renewal of the agreement in subsequent years.
 - b. This amount shall be paid in quarterly installments on the first day of any given quarter of the calendar year.
3. Term.
 - a. This Agreement shall be for a term commencing on July 1, 2023 and terminate on December 31, 2023 and shall be subject to all applicable Arkansas Statutes pertaining to the municipal appropriation and budgetary process and the annual appropriation of funds by the Searcy City Council. The parties agree that the term of this agreement may be extended on its same terms and conditions by execution of an addendum hereto by both parties setting out any new term.

4. Reports to Searcy.

- a. WCRLS shall provide semi-annual reports to Searcy, through the Mayor's office, reflecting its activities and services provided pursuant to this agreement during the term hereof.

5. Miscellaneous Provisions.

- a. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.
- b. In the event that any portion hereof shall be held invalid, such holding of invalidity as to such portion shall not affect the validity of the balance hereof.
- c. This Agreement shall be binding upon the respective parties hereto, their respective successors and assigns.
- d. This Agreement may be modified only by a writing executed by all parties.
- e. This Agreement shall have an effective date of May 20, 2023, notwithstanding a later execution.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of May 6, 2023.

City of Searcy

BY: _____

NAME: Mat Faulkner

TITLE: Mayor

Attest: _____

DATE: May 6, 2023

Clerk – City of Searcy

White County Regional Library System

BY: _____

NAME: _____

TITLE: _____

DATE: _____