

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PREPURCHASED FOOD AGREEMENT WITH ARKANSAS FOODBANK; AND FOR OTHER PURPOSES.

WHEREAS, the Arkansas Foodbank (“the Foodbank”) is a non-profit organization committed to acquiring and distributing food and other resources to people in need; and

WHEREAS, the Foodbank is the largest provider of emergency food in central Arkansas serving the largest portion of North Little Rock food pantries, and its membership requirements ensure food safety, nondiscrimination and usage reporting; and

WHEREAS, the City is authorized by law to furnish food and clothing for residents unable to provide for themselves and has allocated funding for this purpose; and

WHEREAS, the City desires to assist North Little Rock residents who are food insecure, and the Foodbank has an established infrastructure that will allow assistance to easily be used by North Little Rock food pantries for the purposes of purchasing food for the needy.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter a Pre-purchased Food Agreement between the City of North Little Rock and Arkansas Foodbank (substantially similar to Exhibit “A” attached hereto) whereby the Foodbank, through its infrastructure, will provide food assistance to those North Little Rock food pantries listed in the agreement.

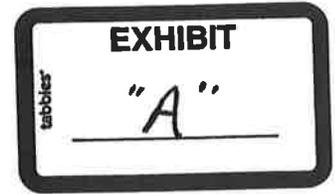
SECTION 2: That the City will make a lump sum payment to the Arkansas Foodbank in the amount of Twenty Thousand & 00/100 Dollars (\$20,000.00) for the pre-purchased food to be made available for distribution by approved North Little Rock food pantries to needy residents, said amount having been included in Special Appropriations in the 2016 Budget.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Joe A. Smith



PREPURCHASED FOOD AGREEMENT
Between
CITY OF NORTH LITTLE ROCK, ARKANSAS
And
ARKANSAS FOODBANK

This Pre-purchased Food Agreement (“Agreement”) is made and entered into this 3rd day of February, 2016, by and between the **CITY OF NORTH LITTLE ROCK** (hereinafter referred to as “the City”) and the **ARKANSAS FOODBANK** (hereinafter referred to as “the Foodbank”):

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the Foodbank is a non-profit organization committed to acquiring and distributing food and other resources to hungry people; and

WHEREAS, the Foodbank is the largest provider of emergency food in central Arkansas, and serves the largest portion of North Little Rock food pantries; and

WHEREAS, the Foodbank has membership requirements that ensure food safety, nondiscrimination, and usage reporting; and

WHEREAS, the City is authorized by law to furnish food and clothing for residents unable to buy the same, and has allocated funding for this purpose; and

WHEREAS, the City desires to assist North Little Rock residents who are food insecure, and the Foodbank has an established infrastructure that will allow assistance to easily be used by North Little Rock food pantries for the purposes of purchasing food for the needy.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, it is agreed by and between the parties as follows:

1. **THE CITY AGREES** to make a lump sum payment to the Foodbank in the amount of Twenty Thousand & 00/100 Dollars (\$20,000.00). The City also agrees to inform individual food pantries operating in North Little Rock of the availability of food that has been pre-purchased by the City and is available for distribution to needy residents.

2. **THE FOODBANK AGREES** to provide \$1,000.00 of food without charge (“Pre-purchased Food”) to each of the twenty (20) food pantries identified by the City and the Foodbank as servicing needy residents of North Little Rock and shown on

Exhibit A. The Foodbank also agrees to immediately notify the North Little Rock Mayor's Office if the Foodbank learns that any food pantry shown on Exhibit A:

- a. Uses Pre-purchased Food outside of North Little Rock;
- b. Operates in violation of Title VI of the 1964 Civil Rights Act; or
- c. Operates in violation of the Foodbank's member guidelines regarding food safety, financial and usage reporting.

3. **AMENDMENTS**. The City and Foodbank may, by written agreement between the North Little Rock Mayor and Foodbank Director, amend the list of food pantries shown on Exhibit A and/or amend the Pre-purchased Food amounts allocated among food pantries in order to ensure that food pantries adhere to the intent of this Agreement and to ensure that needy residents are provided food in the best and most efficient way possible.

4. **REPORTING**. The Foodbank shall submit quarterly reports to the City detailing the amount of Pre-purchased Food available to each food pantry listed on Exhibit A. No later than January 15, 2017, the Foodbank shall also submit an annual report containing summarized information about the Foodbank and all food pantries shown on Exhibit A, including: client usage, total food expenditures, remaining credit balances, and any other matter deemed relevant by the Foodbank. A representative of the Foodbank will be available, at the request of the City, to appear before a specified City Council meeting to answer any questions concerning the report.

5. **TERM**. The term of this Agreement shall begin February ____, 2016 and end December 31, 2016, *provided that*, the Foodbank shall continue to make any unused Pre-purchased Foods available to the food pantries shown on Exhibit A until December 31, 2017.

6. **ASSIGNMENT**. This Agreement shall not be assigned in whole or in part by any of the parties to this Agreement *unless* prior written approval has been given by the non-assigning party.

7. **AUTHORITY**. The Foodbank represents and warrants to the City that it has the authority to enter into this Agreement, and the party signing for the Foodbank has been duly authorized. This Agreement shall not be effective until approved by official public action of the North Little Rock City Council.

8. **VOLUNTEERS**. The Foodbank agrees to comply with Ark. Code Ann. § 21-13-101, et seq. if it uses volunteers to accomplish its contractual obligations of a public nature, as expressed in this Agreement.

9. **GOVERNING LAW**. The parties hereto agree that this Agreement shall be construed under Arkansas law. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Agreement shall be vested in the state courts of Arkansas.

10. **INTERPRETATION**. The headings in this Agreement are inserted for

convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof.

11. **EARLY TERMINATION.** This Agreement may be terminated by either party without cause upon ninety (90) days' written notice.

12. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which is deemed as original but all constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ARKANSAS FOODBANK

4301 West 65th Street
Little Rock, AR 72209

By: 
Rhonda Sanders, CEO

**CITY OF NORTH LITTLE ROCK,
ARKANSAS**

300 Main Street – City Hall
North Little Rock, AR 72114

By _____
Joe A. Smith, Mayor

ATTEST:

Diane Whitbey, City Clerk

Exhibit A - NLR Food Pantries in Arkansas Foodbank Network

Gardner Memorial UMC - NLR	1723 Schaer	North Little Rock	72114	AR	Joy Cameron/Buck Soule	501-374-9520/374-8852	M, Th 1-3 pm Clinic M 8am-1pm	NLR residents
Next Step, Inc. - NLR	1724 North Franklin	North Little Rock	72114	AR	Jorn E. Agugbuen	501-350-4170/850-6109	M-Th 2-7 pm	NLR residents
Pilgrim Progress Baptist Church - NLR	1401 Magnolia	North Little Rock	72114	AR	Ed Brodie/Doris Brodie	501-374-3399/626-6766	M & W 9am-1:30pm; 4th F boxes 10am-1pm Pantry T&TH 9:30-10:30am; SK M-F at noon; Medical SU, T, F; Dental F; Vision SA	NLR residents
River City Ministries - NLR	1021 East Washington PO Box 122/	North Little Rock	72114	AR	Paul Wilkerson	501-376-6694		NLR Day Treatment
S.T.E.P., Inc. - NLR	601 E. 19th St PO Box 186/ 1505 W. 18th St	North Little Rock	72114	AR	Rob Smith	501-425-7837	After school Snack	NLR afterschool
Salvation Army - NLR	5200 Fairway/4500 North Hills Blvd	North Little Rock	72115	AR	Shelley Muller/	501-476-0517	M,W,F 9am-noon and 1-3pm by appt. 501-476-0517	NLR residents
Central Baptist Church - NLR	1401 Calvary	North Little Rock	72116	AR	Dale Prater/Jim Holley	501-771-1125/680-1427	W 3:30-5:30; Sat 8-10	NLR residents
First Pentecostal Church - NLR	4400 JFK Blvd	North Little Rock	72116	AR	Mary Beth Hamot/ Justine Frogge	501-753-1109/651-7946	T call in / F 1-5	NLR residents
Park Hill Christian Center - NLR	308 Eureka Gardens Rd	North Little Rock	72117	AR	Annie Dixon (call about important:info)	501-945-5234/945-3676	1st&3rd Th; 3:00-5:00pm	NLR residents
Bethany Sharing Center - NLR	603 Cotton Rd	North Little Rock	72117	AR	Ruthie Johnson/Tyraine Williams	412-2298 CELL		Adult daycare NLR
We Care Adult Day Care, Inc. - NLR	100 Auburn Dr.	North Little Rock	72118	AR	Rita Holman	501-955-3853	M,TH 9-Noon	NLR residents
Amboy Community Food Pantry	3923 Camp Robinson Rd	North Little Rock	72118	AR	Roy Edwards/Hosea Pender	501-753-7646/Hosea 615-4173/551-9788	Th 7-8pm	NLR residents
Grace Church of the Nazarene/Jehovah-Jireh-NLR	3000 W Scenic Dr 1200 Bishop Lindsay	North Little Rock	72118	AR	Michelle Anderson/ Kelly Owens	501-812-2778/812-2750	T 11am-1pm	NLR residents
Pulaski Tech College-NLR	2015 Main Street	North Little Rock	72114	AR	Anne Russ	501-295-9462		7th St. Elementary
First Presbyterian - NLR	1900 North Pine Street	North Little Rock	72114	AR		mail@gnumc.comcastbiz.net		NLR residents
First Baptist Church Main St NLR	3905 Hwy 161 North	North Little Rock	72117	AR	eastgatefishing@yahoo.com	eastgatefishing@yahoo.com		NLR residents
East Gate Fishing Center NLR	522 N. Hickory Street	North Little Rock	72114	AR	mtsnaicc@yahoo.com	mtsnaicc@yahoo.com		NLR residents
In Your Hands Ministries/ NLR	7226 Wheat Road	North Little Rock	72118	AR	darrellcauldwell@yahoo.com	darrellcauldwell@yahoo.com		NLR residents
Mt. Sinai Christian Church								
Oak Hill Family Worship Cntr. NLR								