

R-19-91

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH INTERNATIONAL DEVELOPMENT SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, International Development Services (“IDS”) serves a substantial public interest and concern for youth in the City of North Little Rock (“the City”) by providing a positive influence through a mentoring program, including recreational and other activities at no cost to the participants; and

WHEREAS, operating under a facilities agreement with the North Little Rock Parks and Recreation Department, IDS has the use of facilities and sports fields (North Little Rock Community Center, golf course and tennis courts) for its programs; and

WHEREAS, IDS operates its organization and runs programs entirely with volunteer staff, devoting all revenues for mentorship and other activities for City youths; and

WHEREAS, IDS has the expertise, knowledge and ability to provide the administration and management of mentorship and other activities in its programs; and

WHEREAS, The City has previously entered into an agreement with IDS (Resolution No. 9165) and would like to renew that agreement.

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 into an agreement with International Development Services (substantially similar to Exhibit “A” attached hereto) whereby a mentoring program, designed to benefit and serve the City’s youth, will be offered at no cost to the participants.

SECTION 2: That the City will make a three (3) equal installment payments of Eighteen Thousand & 00/100 (\$18,000.00) each to International Development Service, for a total amount of Fifty-four Thousand & 00/100 Dollars (\$54,000.00), to be used to fund the mentoring program, including recreational and other activities, said amount having been included as a line item in the 2019 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

SPONSOR:

Joe A. Smith
Mayor Joe A. Smith *by AF*

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/cf

FILED	<u>11</u>	A.M.	_____	P.M.
By	<u>Amy Fields CA</u>			
DATE	<u>5-7-19</u>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u><i>[Signature]</i></u>			

PROGRAM AGREEMENT
Between
CITY OF NORTH LITTLE ROCK, ARKANSAS
And
INTERNATIONAL DEVELOPMENT SERVICES

This Program Agreement ("Agreement") made and entered into this ____ day of _____, 2019, by and between the **City of North Little Rock, Arkansas** ("the City") and the **International Development Services** ("IDS").

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

WHEREAS, IDS is a non-profit organization whose mission is to work with North Little Rock youth by providing a positive influence through a mentoring program, including recreational and other activities, at no cost to the participants; and

WHEREAS, operating under a facilities agreement with the North Little Rock Parks and Recreation Department, IDS has the use of facilities and sports fields (North Little Rock Community Center, golf course, and tennis courts) for its programs; and

WHEREAS, IDS operates its organization and runs programs entirely with volunteer staff, devoting all revenues for mentorship and other activities for City youths; and

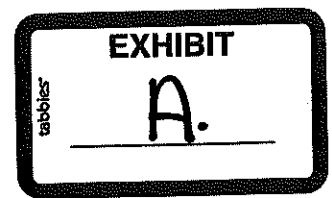
WHEREAS, IDS has the expertise, knowledge and ability to provide the administration and management of mentorship and other activities in its programs.

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. **Provision of Services.** IDS agrees to offer programs, mentorship classes and other authorized and approved activities designed for the benefit of North Little Rock youth at no cost to participants. All mentorship and other program activities will be under the supervision and control of IDS and its volunteers.

2. **Term.** The term of this Agreement shall be for a period beginning January 1, 2019 and ending December 31, 2019.

3. **Consideration by the City of North Little Rock, Arkansas.** The City will provide funding in the amount of Fifty-four Thousand & 00/100 Dollars (\$54,000.00) to IDS, payable in three (3) equal installments of \$18,000.00 each, said funds to be used for programs (mentorship, recreational and other class activities) benefitting North Little Rock youth, with installment payments to be made upon request by IDS through the City's Department of Commerce, as follows:



- (a) IDS will make installment payment requests to Department of Commerce (“Commerce”) staff. Such requests will include appropriate documentation and authorized IDS approval for the expenditure request.
- (b) Commerce will prepare requisitions (provided sufficient funds are available in the City’s budget line item for IDS) for the IDS installment payment, following proper City guidelines and procedures.
- (c) IDS will maintain a record of expenditures made with City funds, including documentation (approved invoices, purchase orders) and justification for the expenditure.

4. **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.

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

6. **IDS agrees:**

- (a) 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.
- (b) That it will not discriminate against any person on the basis of race, color, religion, natural origin, age, gender or any other constitutionally-protected basis.
- (c) Acknowledges that certain procedural restrictions apply to the expenditure of City funds in excess of \$20,000 and the employment of professionals, as that term has been defined by the City. (For procedural guidance in the expenditure of City funds, IDS may contact a city purchasing officer at (501) 975-8881.
- (d) Acknowledges that the expenditure of government funds for a governmental purpose is a matter of public interest and subject to disclosure under the Arkansas Freedom of Information Act (“FOIA”).
- (e) Maintain and control equipment purchased for public use. If IDS ceases to exist, any funds, or property in its possession purchased with City funds, will revert to the City.
- (f) That it will submit an annual report to City Council that accurately reflects all performance under this Agreement, said report to be submitted no later than December 31, 2019. A representative of IDS will be available, at the request of the City, to appear before a specified City Council meeting to answer any questions concerning the report.
- (g) To attach to this agreement a document identifying each member of the governing board of the nonprofit entity.

(h) To attach to this agreement evidence of nonprofit status, and if designated a nontaxable entity, attach a copy of an IRS opinion letter affirming the designation.

7. **Governing Law.** The parties hereto agree that this Agreement shall be construed under Arkansas law, and further agree that proper jurisdiction and venue for any cause of action arising from this Agreement shall be bested in the state courts of Arkansas.

8. This Agreement shall be binding on and for the benefit of each party's successors and assigns.

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

**INTERNATIONAL DEVELOPMENT
SERVICES**

CITY OF NORTH LITTLE ROCK, AR

704 Green Hills Drive
North Little Rock, AR 72118

300 Main Street
North Little Rock, AR 72114

By _____
Jonathan Dunkley, President

By _____
Joe A. Smith, Mayor

ATTEST:

Diane Whitbey, City Clerk