R-21-07

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN ENHANCED COMMUNITY SERVICES AGREEMENT WITH ARGENTA DOWNTOWN COUNCIL; AND FOR OTHER PURPOSES.

WHEREAS, the City of North Little Rock ("the City") has supported the development of the downtown area toward a more walkable, sustainable, and identifiable destination by assisting in the establishment, improvement, and maintenance of common green spaces, and Argenta Downtown Council ("ADC") has assumed a lead role in ensuring the area is clean, safe and green; and

WHEREAS, business and property owners in the area formed a Business Improvement District ("BID") to gather funding for the clean, safe and green projects performed by ADC, with the City of North Little Rock being exempt from the required BID contributions even though the City owns and controls a significant amount of real property in the downtown area; and

WHEREAS, the City entered into an agreement with ADC (authorized by Resolution No. 9813 adopted January 27, 2020) and, pursuant to the 2020 agreement, ADC has performed its duties and met reporting requirements; and

WHEREAS, the City desires to continue assisting in the establishment, improvement and maintenance of common green spaces in the downtown area through formal agreement with ADC and to participate in the improvement of the downtown area with other BID members; and

WHEREAS, it is in the best interests of the City and its residents that it enter into an agreement with ADC for the 2021 calendar year.

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 an Enhanced Community Services Agreement between the City of North Little Rock and the Argenta Downtown Council (substantially similar to Exhibit A attached hereto) whereby ADC will continue to provide certain services benefiting the downtown area and its development through promoting public safety, providing aesthetic improvements to public green space, management of a clean downtown area and promoting and marketing the arts and other cultural and sports related activities.

SECTION 2: That the City will make a lump sum payment to ADC in the amount of One Hundred Forty Thousand & 00/100 Dollars ($140,000.00) as consideration for services provided, said amount having been included as a line item in the 2021 Budget.

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

PASSED:

APPROVED:

Mayor Terry C. Hartwick

SPONSOR:

Terry C Hartwick

Mayor Terry C. Hartwick

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED 11:00 A.M. _____ P.M.

By A Fields City Atty

DATE 1-19-21

Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas

RECEIVED BY B Toyto

EXHIBIT
A

ENHANCED COMMUNITY SERVICES AGREEMENT

Between

Argenta Downtown Council

And

City of North Little Rock, Arkansas

This Enhanced Community Services Agreement ("Agreement") made and entered into this ____ day of _____, 2021 (the "Effective Date") by and between Argenta Downtown Council, an Arkansas non-profit corporation (the "ADC"), and the City of North Little Rock, Arkansas (the "City").

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

WHEREAS, the ADC is a community organization whose purpose and function is to further the economic development of Downtown North Little Rock, Arkansas (the "Service Area") and its environs and to promote and assist the growth and development of business concerns, including small business concerns, in said area and to acquire, preserve and distribute information concerning business conditions and business practices for the Service Area and to do all other things necessary and incidental to carrying out any of the foregoing; and

WHEREAS, ADC has requested funding from the City for the 2021 calendar year and has properly submitted its application in accordance with North Little Rock Department of Commerce ("NLR Commerce") procedures and guidelines; and

WHEREAS, NLR Commerce has reviewed and verified that ADC has properly filed its quarterly and final performance reports for 2020 and has provided all requested documentation to the City; and

WHEREAS, in return for specific community services (the "Services"), more specifically described in Exhibit A attached hereto, to or for the benefit of the City's property and surrounding areas which are shown on Exhibit B attached hereto, the City has entered into this Agreement to grant financial support for the Services provided by ADC.

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. Commencing January 1, 2021 (the "Commencement Date"), ADC agrees to begin and continue to provide the Services, as described in Exhibits A and B attached hereto, throughout the term of this Agreement.

2. Term. The term of this Agreement shall be for a period beginning January 1, 2021 and ending December 31, 2021.

3. Consideration by the City. As consideration for the services provided by ADC pursuant to this Agreement, the City will make a lump sum annual payment to ADC in the amount of One Hundred Forty Thousand & 00/100 Dollars ($140,000.00). ADC and the City intend for, and estimate that, the amount of the annual payment is approximately equal to the

cost of the services provided to or for the benefit of the City by ADC. In the event that either ADC or the City gives a notice of termination of this Agreement pursuant to Section 9 below, the parties agree to negotiate in good faith a reinstatement of this Agreement with adjustments to the amount of the annual contribution and/or the services provided by ADC to equalize such cost and benefit.

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

5. ADC 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 is will not discriminate against any person on the basis of race, color, religion, natural origin, age, gender or any other constitutionally-protected basis.

(c) That it will not mingle City funds with funds obtained from other sources and shall document the expenditure of all City funds in a manner consistent with generally accepted accounting principles and provide the same to the City upon request.

(d) 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, ADC may contact a city purchasing officer at (501) 975-8881.)

(e) 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").

(f) That it will submit an annual report to NLR Commerce that accurately reflects all performance under this Agreement, said report to be submitted no later than January 15, 2022. A representative of ADC 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. If tax returns have been submitted, ADC will also attach a copy of the most recent tax return.

(i) To submit a budget to demonstrate the projected use of City funds.

6. 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.

7. 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.

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

9. This Agreement may be terminated by either party without cause upon ninety (90) days' written notice. The fee described in Section 3 shall be prorated based upon the date of termination.

10. Time is of the essence in regard to the terms and conditions of this Agreement.

11. 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.

ARGENTA DOWNTOWN COUNCIL
301 Main Street, Suite 203
North Little Rock, AR 72114

By _____
Chris Kent
Executive Director

CITY OF NORTH LITTLE ROCK, AR
300 Main Street
North Little Rock, AR 72114

By _____
Terry C. Hartwick, Mayor

Attest:

_____
Diane Whitbey, City Clerk

Exhibit "A" to Enhanced Community Services Agreement

DESCRIPTION OF SERVICES

(i) **PUBLIC SAFETY:** Provide for management of a safe downtown by providing Ambassadors to patrol the Stakeholder Territory and assist area residents, business persons, customers, visitors, and others with information and supervision.

(ii) **AESTHETIC IMPROVEMENT:** Provide for management of a beautiful downtown by providing Ambassadors to plant and maintain flowerbeds, pots, hanging baskets, and other improvements including weed control and maintenance activities.

(iii) **HEALTH AND SANITATION:** Provide for management of a clean downtown by providing Ambassadors for litter removal, gum removal, sidewalk power washing, graffiti removal, cleaning of street appurtenances, and related tasks using new equipment such as sidewalk sweepers, power washers, street vacuums, and hand tools.

(iv) **PROMOTION AND MARKETING**: Provide for management to promote and market the arts such as performance, musical, literary, visual, spoken word, culinary, farmer's market and other cultural and sports related activities and venues through events and programs in the Stakeholder Territory that inspire, educate, inform, and entertain.
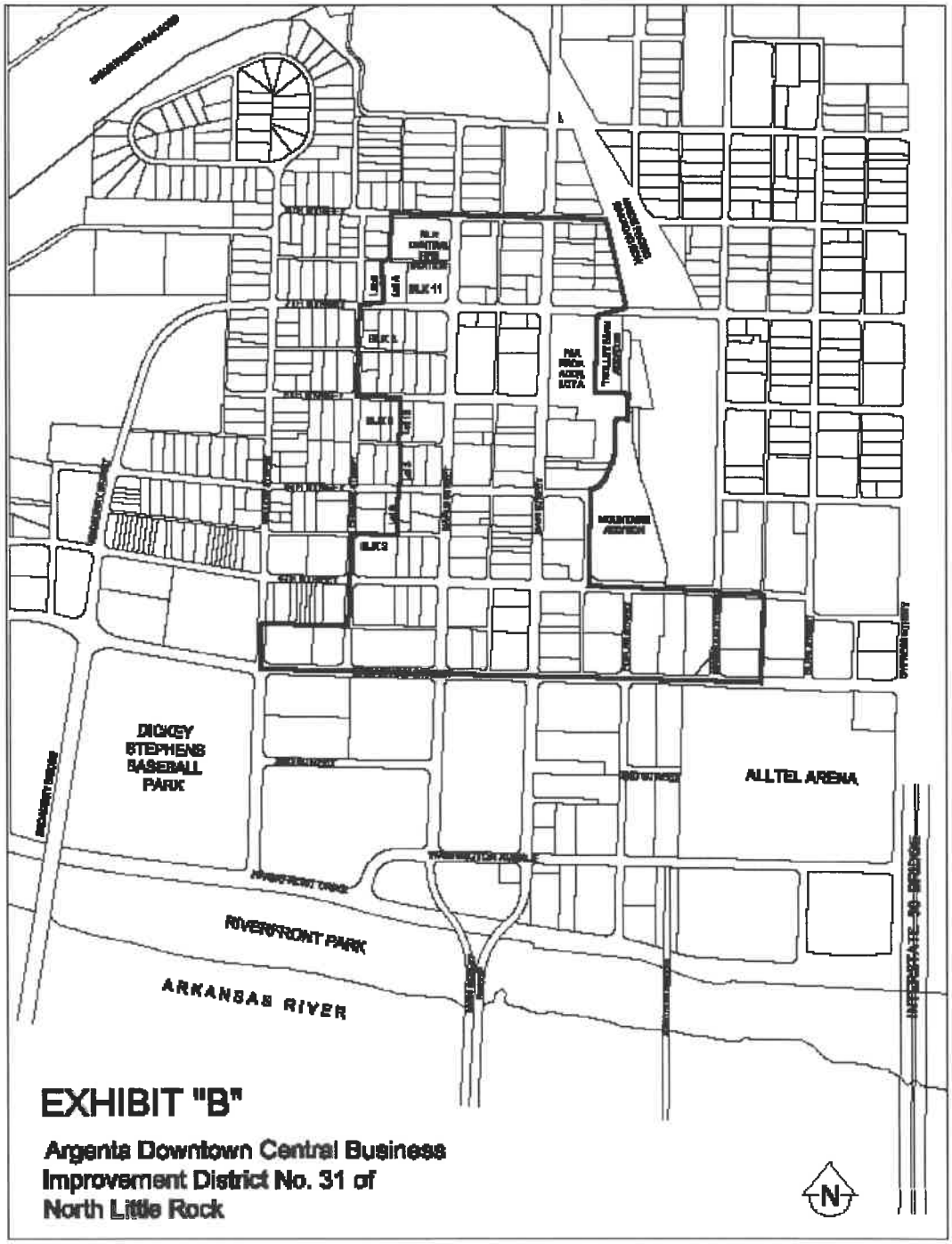
Exhibit "B" to Enhanced Community Services Agreement