R-22-33

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE NORTH LITTLE ROCK UNIT OF THE BOYS AND GIRLS CLUB OF CENTRAL ARKANSAS; AND FOR OTHER PURPOSES.

WHEREAS, the North Little Rock unit of the Boys and Girls Club of Central Arkansas ("NLR Boys & Girls Club") serves a substantial public interest and concern for youth in the City of North Little Rock ("the City") through utilizing its staff members, volunteers, parents, youth and supporters who work together to create a positive environment, life-enhancing programs and character development experiences; and

WHEREAS, the City of North Little Rock ("the City") entered into an agreement with NLR Boys & Girls Club (authorized by Resolution No. 9984 adopted January 25 2021) and, pursuant to the 2021 agreement, NLR Boys & Girls Club has performed its duties and met reporting requirements; and

WHEREAS, NLR Boys & Girls Club benefits local youth by helping them to grow and develop in positive ways, and the City desires to enter into an agreement with NLR Boys & Girls Club for the benefit of local children.

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 NLR Boys & Girls Club (substantially similar to Exhibit A attached hereto) whereby life-enhancing programs, designed to benefit and serve children of the City, will be offered.

SECTION 2: That the City will make a lump sum payment to the NLR Boys & Girls Club in the amount of Sixty Six Thousand & 00/100 Dollars ($66,000.00) to be used to fund after school and summer programs specifically designed to provide diverse activities that meet the interests of all youth, 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 MAM

Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED 11:40 A.M. _____ P.M.

By M Miller

DATE 2/8/22

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

RECEIVED BY D Lloyd

EXHIBIT
A

AGREEMENT

Between
City of North Little Rock, Arkansas
and
North Little Rock Units of the
Boys and Girls Club of Central Arkansas

This Agreement made and entered into this _____ day of _____, 2022, by and between the **City of North Little Rock** (City) and **North Little Rock Units of the Boys & Girls Club of Central Arkansas** (NLR Boys & Girls Club):

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

WHEREAS, the NLR Boys & Girls Club is a non-profit organization utilizing a community made up of staff members, volunteers, parents, youth and supporters who work together to create a positive environment offering opportunities for the children of North Little Rock to learn and grow through life-enhancing programs and character development experiences; and

WHEREAS, NLR Boys & Girls Club has requested funding from the City for the 2022 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 NLR Boys & Girls Club has properly filed its quarterly and final performance reports for 2021 and has provided all requested documentation to the City; and

WHEREAS, the City believes that the NLR Boys & Girls Club's programs will benefit local youth and help them grow and develop in a positive way.

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. <u>Provision of services</u>. The NLR Boys & Girls Club will use the funds provided by the City solely for its North Little Rock Units; specifically in the After School and Summer Programs.

2. <u>Term</u>. The term of this Agreement shall begin January 1, 2022 and end December 31, 2022.

3. <u>Consideration by the City of North Little Rock, Arkansas</u>. As consideration for the services provided pursuant to this agreement, the City will make a lump sum annual payment to NLR Boys & Girls Club in the amount of Sixty Six Thousand & 00/100 Dollars ($66,000.00). NLR Boys & Girls Club 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 NLR Boys & Girls Club. In the event that either NLR Boys & Girls

Club 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 NLR Boys & Girls Club to equalize such cost and benefit.

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

6. NLR Boys & Girls Club 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) 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 $35,000 and the employment of professionals, as that term has been defined by the City. (For procedural guidance in the expenditure of City funds, NLR Boys & Girls Club 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, 2023. A representative of NLR Boys & Girls Club 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, NLR Boys & Girls Club will also attach a copy of the most recent tax return.

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

7. 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.

8. The headings used 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.

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 hereto have set their hands on the day and year first above written.

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

By _____
Mayor Terry C. Hartwick

ATTEST:

_____
Diane Whitbey, City Clerk

NORTH LITTLE ROCK UNITS OF THE BOYS & GIRLS CLUB OF CENTRAL ARKANSAS
P.O. Box 530
North Little Rock, AR 72115

By _____

Title: _____