R-22- 240

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN ENHANCED COMMUNITY SERVICES AGREEMENT WITH THE ONE, INC. D/B/A THE VAN; AND FOR OTHER PURPOSES.

WHEREAS, The One, Inc. d/b/a The Van is an Arkansas non-profit organization that serves a substantial public interest by providing for those in the City of North Little Rock ("the City") who do not have emergency shelter and are at severe health risk during extreme weather events; and

WHEREAS, The Van has had an on-going partnership with the City for more than five years providing emergency shelter to thousands of individuals and families during extreme weather events; and

WHEREAS, The Van has requested funds from the City to continue with its mission to help residents who are at severe risk during extreme weather events, and it is in the best interests of the City and its citizens to enter into an agreement with the organization to provide for those services.

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 Enhanced Community Services Agreement with The One, Inc. d/b/a The Van (substantially similar to Exhibit A attached hereto).

SECTION 2: That the City will make a lump sum payment to The Van in the amount of Fifty Thousand & 00/100 Dollars ($50,000.00) as consideration for services provided to the homeless population in the City of North Little Rock, said amount to be paid from the 2022 Special Appropriations Budget (78-022-56107).

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:

Nathan Hamilton

Council Member Nathan Hamilton

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED 11:35 A.M. _____ P.M.

By A. Fields

DATE 11/8/22

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

RECEIVED BY B Taylor

EXHIBIT
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ENHANCED COMMUNITY SERVICES AGREEMENT

Between

The One, Inc. d/b/a The Van

And

City of North Little Rock, Arkansas

This Enhanced Community Services Agreement ("Agreement") made and entered into this ____ day of _____, 2022 ("Effective Date") by and between The One, Inc. d/b/a The Van ("The Van"), an Arkansas non-profit corporation, and the City of North Little Rock, Arkansas ("the City").

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

WHEREAS, The Van is a community organization whose purpose and function is to build relationships with members of the unsheltered community to identify barriers to obtaining income and housing; to help shelter individuals and families during extreme weather events in cooperation with local churches and institutions; and to assist those at severe health risk during such weather events; and

WHEREAS, The Van has requested funding from the City for the 2023 calendar year; and

WHEREAS, in return for community services to or for the benefit of the City's property and surrounding areas, the City has entered into this Agreement to grant financial support for the services provided by The Van; and

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 November 14, 2022 (the "Commencement Date"), The Van agrees to begin and continue to provide the community services throughout the term of this Agreement.

2. Term. The term of this Agreement shall be for a period beginning November 14, 2022 and ending December 31, 2023.

3. Consideration by the City. As consideration for the services provided by The Van pursuant to this Agreement, the City will make a lump sum annual payment to The Van in the amount of Fifty Thousand & 00/100 Dollars ($50,000.00). The Van 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 The Van. In the event that either The Van 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 The Van to equalize such cost and benefit.

4. Authority. The City represents and warrants to The Van that it has the authority to enter into this Agreement, and the party signing for the City has been duly authorized. The

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

5. The Van 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 $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, 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 1, 2024. A representative of The Van 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, The Van 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.

THE ONE, INC. d/b/a THE VAN

4500 West 61st Street
Little Rock, AR 72209

By: _____
Mark Deal
President of The One, Inc.

CITY OF NORTH LITTLE ROCK, AR

300 Main Street
North Little Rock, AR 72114

By: _____
Terry C. Hartwick, Mayor

Attest:

_____
Diane Whitbey, City Clerk