R-23- 19

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROGRAM AGREEMENT WITH THE NORTH LITTLE ROCK POLICE ATHLETIC LEAGUE; AND FOR OTHER PURPOSES.

WHEREAS, the North Little Rock Police Athletic League (PAL) is an Arkansas non-profit corporation that works with at-risk youth in the local community to provide a positive influence through sports and other activities; and

WHEREAS, the City of North Little Rock ("the City") entered into an agreement with PAL (authorized by Resolution No. 10196 adopted January 24, 2022) and, pursuant to the 2022 agreement, PAL has performed its duties and met reporting requirements; and

WHEREAS, PAL operates under a facilities agreement with the North Little Rock Parks and Recreation Commission giving it the use of clubhouse facilities and sports fields for its programs; and

WHEREAS, PAL operates its organization and runs programs entirely with volunteer staff, devoting all revenues for sports and other activities for City youths at no cost to the participants.

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 a Program Agreement (substantially similar to Exhibit A attached hereto) with the North Little Rock Police Athletic League, where sports programs and other activities are offered to the City's at-risk youth with no charge to the participants.

SECTION 2: That the City will provide funding in the total amount of Seventy Thousand & 00/100 Dollars ($70,000.00) for a variety of sports programs, classes and other activities benefitting at-risk youths, said amount having been included in the 2023 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: ATTEST:

Terry C. Hartwick

Mayor Terry C. Hartwick by AF _____

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED 11:05 A.M. _____ P.M.

By A. Fields

DATE 2-7-23

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

RECEIVED BY S. Illsery

EXHIBIT A

PROGRAM AGREEMENT

Between

CITY OF NORTH LITTLE ROCK, ARKANSAS

And

POLICE ATHLETIC LEAGUE

This Program Agreement ("Agreement") made and entered into this _____ day of _____, 2023, by and between the **City of North Little Rock, Arkansas** ("the City") and the **North Little Rock Police Athletic League** ("PAL").

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

WHEREAS, PAL is a non-profit organization whose mission is to work with at-risk youth in the local community by providing a positive influence through sports 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, PAL has the use of clubhouse facilities and sports fields for its programs (football, baseball, softball, etc.), including ATA Martial Arts (Taekwondo classes), and is able to increase availability of its programs to children throughout the community; and

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

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

WHEREAS, PAL has properly submitted its application in accordance with the North Little Rock Department of Commerce ("NLR Commerce") procedures and guidelines.

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. PAL agrees to offer programs, classes and other authorized and approved activities (football, baseball, softball, tennis, Taekwondo, etc.) designed for the benefit of at-risk youth in local City communities *at no cost to participants*. All sports and activities will be under the supervision and control of PAL and its volunteers.

2. The term of this Agreement shall be for a period beginning February 15, 2023 and ending December 31, 2023.

3. The City will make a lump sum annual payment to PAL in the amount of Seventy Thousand & 00/100 Dollars ($70,000.00) to PAL, said funds to be used for programs (sports and

other class activities) benefitting North Little Rock youth. In the event that either PAL 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 PAL to equalize such cost and benefit.

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

6. PAL 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 $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, PAL 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 PAL ceases to exist, any 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 January 1, 2024. A representative of PAL 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. 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.

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.

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

NORTH LITTLE ROCK POLICE ATHLETIC LEAGUE

4915 Allen Street
North Little Rock, AR 72118

By _____
Shelby Hunter, 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