R-23-39

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH OZARK MISSION PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, Ozark Mission Project ("Ozark Mission") is a non-profit mission of the Arkansas Area United Methodist Church and serves a substantial public interest and concern for individuals and families in the City of North Little Rock ("the City") who cannot afford but are in need of minor construction and yard clean-up work on their homes; and

WHEREAS, Ozark Mission has had an on-going partnership with the City for more than fifteen years helping over 400 families and completing 450 projects for North Little Rock residents; and

WHEREAS, the City entered into an agreement with Ozark Mission (authorized by Resolution No. 10214 adopted February 14, 2022) and, pursuant to the 2022 agreement, Ozark Mission has performed its duties and met reporting requirements; and

WHEREAS, Ozark Mission has requested funds from the City to continue with its project to help residents who cannot afford much needed repairs and other work on their homes, and the City desires to enter into an agreement with Ozark Mission for the benefit of such local residents.

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 Ozark Mission (substantially similar to Exhibit A attached hereto) for construction, repair and clean-up work on homes of local residents who are in great need for such work, but cannot financially afford to have it done.

SECTION 2: That the City will make a lump sum payment to Ozark Mission in the amount of One Hundred Fifteen Thousand & 00/100 Dollars ($115,000.00) to be used for the purchase of supplies used to make repairs to local homes, including the construction of entry ramps, stairs, repairs to porches, painting of outside of homes and yard clean-up, 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:

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

DATE 2-28-23

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

RECEIVED BY S. Ussery

EXHIBIT
A

AGREEMENT

Between
City of North Little Rock, Arkansas
and
Ozark Mission Project

This Agreement made and entered into this _____ day of _____, 2023, by and between the **City of North Little Rock** (City) and **Ozark Mission Project** (Ozark Mission):

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

WHEREAS, Ozark Mission is a non-profit mission of the Arkansas Area United Methodist Church utilizing a community made up of church youth groups (volunteer adults and youths) engaging in the surrounding communities to serve individuals and families who are in need of minor construction (wheelchair ramps, replacing stairs, building porches for easier in and out access and painting exteriors of the home) as well as clean-up yard work; and

WHEREAS, Ozark Mission has had an on-going partnership with the City for more than ten years helping over 400 families and completing 450 projects in the North Little Rock community; and

WHEREAS, Ozark Mission has requested funding from the City for the 2023 calendar year and has properly submitted its application in accordance with North Little Rock Department of Commerce ("NLR Commerce") procedures and guidelines; and

WHEREAS, the City believes that Ozark Mission will benefit city communities through its work in helping individuals and families feel secure, safe and proud of their homes 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. Ozark Mission will use the funds provided by the City for the benefit of North Little Rock individuals and families in need of minor construction and yard work as provided by their project.

2. Term. The term of this Agreement shall be for a period beginning February 28, 2023 and ending December 31, 2023.

3. Consideration by the City of North Little Rock, Arkansas. As consideration for the services provided by Ozark Mission, the City will make a lump sum annual payment in the amount of One Hundred Fifteen Thousand & 00/100 Dollars ($115,000.00). Ozark Mission will utilize the annual payment for the purchase of supplies used for repairs to local homes, which is approximately equal to the cost of the services provided to or for the benefit of the City by Ozark Mission. In the event that Ozark Mission 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 payment and/or the services provided by Ozark Mission 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 Ozark Mission that it has the authority to enter into this Agreement, and the party signing for the City has been duly authorized. Ozark Mission represents and warrants to the City that it has the authority to enter into this Agreement, and the party signing for Ozark Mission has been duly authorized. This Agreement shall not be effective until approved by official public action of the North Little Rock City Council.

6. Ozark Mission 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, Ozark Mission 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 Ozark Mission 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, Ozark Mission 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

OZARK MISSION PROJECT
P. O. Box 16525
Little Rock, AR 72221

By _____
Bailey Faulkner
Executive Director