R-23- 24

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PREPURCHASED FOOD AGREEMENT WITH ARKANSAS FOODBANK; AND FOR OTHER PURPOSES.

WHEREAS, the Arkansas Foodbank ("the Foodbank") is a non-profit organization committed to acquiring and distributing food and other resources to people in need; and

WHEREAS, the City of North Little Rock entered into an agreement with the Foodbank (authorized by Resolution No. 10219 adopted February 14, 2022), and pursuant to the 2022 agreement Foodbank has performed its duties and met reporting requirements; and

WHEREAS, the Foodbank is the largest provider of emergency food in central Arkansas serving the largest portion of North Little Rock food pantries, and its membership requirements ensure food safety, nondiscrimination and usage reporting; and

WHEREAS, the City is authorized by law to furnish food and clothing for residents unable to provide for themselves and has allocated funding for this purpose; and

WHEREAS, the City desires to assist North Little Rock residents who are food insecure, and the Foodbank has an established infrastructure that will allow assistance to easily be used by North Little Rock food pantries for the purposes of purchasing food for the needy.

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 a Prepurchased Food Agreement between the City of North Little Rock and Arkansas Foodbank (substantially similar to Exhibit A attached hereto) whereby the Foodbank, through its infrastructure, will provide food assistance to those North Little Rock food pantries listed in the agreement.

SECTION 2: That the City will make a lump sum payment to the Arkansas Foodbank in the amount of Eighty Five Thousand & 00/100 Dollars ($85,000.00) for the pre-purchased food to be made available for distribution by approved North Little Rock food pantries to needy residents, 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 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 11:05 A.M. _____ P.M.

By A. Fields

DATE 2-7-23

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

RECEIVED BY S. Ussery

EXHIBIT
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PREPURCHASED FOOD AGREEMENT
Between
CITY OF NORTH LITTLE ROCK, ARKANSAS
And
ARKANSAS FOODBANK

This Pre-purchased Food Agreement ("Agreement") is made and entered into this _____ day of _____, 2023, by and between the **CITY OF NORTH LITTLE ROCK** (hereinafter referred to as the City) and the **ARKANSAS FOODBANK** (hereinafter referred to as the Foodbank):

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

WHEREAS, the Foodbank is a non-profit organization committed to acquiring and distributing food and other resources to hungry people; and

WHEREAS, the Foodbank is the largest provider of emergency food in central Arkansas, and serves the largest portion of North Little Rock food pantries; and

WHEREAS, the Foodbank has membership requirements that ensure food safety, nondiscrimination, and usage reporting; and

WHEREAS, the City is authorized by law to furnish food and clothing for residents unable to buy the same, and has allocated funding for this purpose; and

WHEREAS, the City desires to assist North Little Rock residents who are food insecure, and the Foodbank has an established infrastructure that will allow assistance to easily be used by North Little Rock food pantries for the purposes of purchasing food for the needy.

WHEREAS, the Foodbank 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. **THE CITY AGREES** to make a lump sum payment to the Foodbank in the amount of Eighty Five Thousand & 00/100 Dollars ($85,000.00). The City also agrees to inform individual food pantries operating in North Little Rock of the availability of food that has been pre-purchased by the City and is available for distribution to needy residents.

2. **THE FOODBANK AGREES** to provide a minimum $85,000 of food without charge ("Pre-purchased Food") to the food pantries identified by the City and the Foodbank as servicing needy residents of North Little Rock. The Foodbank also agrees to immediately notify the North Little Rock Mayor's Office if the Foodbank learns that any food pantry shown on the attached funding list:

a. Uses Pre-purchased Food outside of North Little Rock;
b. Operates in violation of Title VI of the 1964 Civil Rights Act; or
c. Operates in violation of the Foodbank's member guidelines regarding food safety, financial and usage reporting.

3. **AMENDMENTS**. The City and Foodbank may, by written agreement between the North Little Rock Mayor and Foodbank Director, amend the list of food pantries shown on funding list and/or amend the Pre-purchased Food amounts allocated among food pantries in order to ensure that food pantries adhere to the intent of this Agreement and to ensure that needy residents are provided food in the best and most efficient way possible.

4. **REPORTING**. The Foodbank shall submit quarterly reports to the City detailing the amount of Pre-purchased Food available to each food pantry listed on the 2023 Emergency Food Funding list. No later than January 1, 2024, the Foodbank shall also submit an annual report containing summarized information about the Foodbank and all food pantries shown on the funding list, including: client usage, total food expenditures, remaining credit balances, and any other matter deemed relevant by the Foodbank. A representative of the Foodbank will be available, at the request of the City, to appear before a specified City Council meeting to answer any questions concerning the report.

5. **TERM.** The term of this Agreement shall begin February 15, 2023 and end December 31, 2023, *provided that*, the Foodbank shall continue to make any unused Pre-purchased Foods available to the food pantries shown on the funding list until December 31, 2023.

6. **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.

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

8. **VOLUNTEERS**. The Foodbank agrees 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.

9. **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.

10. **INTERPRETATION**. 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.

11. **EARLY TERMINATION**. This Agreement may be terminated by either party without cause upon ninety (90) days' written notice.

12. **COUNTERPARTS**. 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.

ARKANSAS FOODBANK

4301 West 65th Street
Little Rock, AR 72209

By: _____
Sarah Riffle
Chief Development Officer

CITY OF NORTH LITTLE ROCK, ARKANSAS
300 Main Street – City Hall
North Little Rock, AR 72114

By _____
Terry C. Hartwick, Mayor

ATTEST:

_____
Diane Whitbey, City Clerk