

R-24- 123

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDMENT TO THE PRE-STORM CONTRACT FOR DEBRIS MANAGEMENT SERVICES WITH CROWDER GULF LLC; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Resolution No. 9687 (adopted June 10, 2019), the City of North Little Rock ("the City") entered into a pre-storm contract with Crowder Gulf LLC for debris management services, including the expedient removal of disaster-generated debris within the City ("the Contract;" renewed on March 9, 2023 until June 12, 2024); and

WHEREAS, the Contract will expire soon, and the City and Crowder Gulf LLC wish to extend the Contract for two (2) additional months; and

WHEREAS, it is in the best interest of the City and its residents to amend the contract to include the additional time.

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 Amendment to Pre-Storm Contract for Debris Management Services (substantially similar to Exhibit A attached hereto).

SECTION 2: 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:




Mayor Terry C. Hartwick



Diane Whitbey, City Clerk

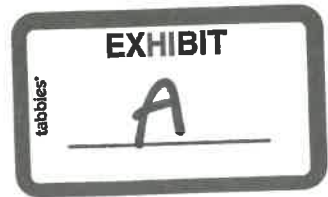
APPROVED AS TO FORM:



Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

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|--|-----------|------|-------|------|
| FILED | 10:50 | A.M. | _____ | P.M. |
| By | A. Fields | | | |
| DATE | 6-4-24 | | | |
| Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas | | | | |
| RECEIVED BY | S. Usery | | | |



**AMENDMENT TO
PRE-STORM CONTRACT FOR DEBRIS MANAGEMENT SERVICES**

THIS AMENDMENT TO PRE-STORM CONTRACT is made by and between the **CITY OF NORTH LITTLE ROCK**, (hereinafter the "City") acting herein through its Mayor, Terry C. Hartwick, and Crowder Gulf LLC, an Alabama corporation with its principle place of business in Mobile, AL, duly authorized to do business in the State of Arkansas (hereinafter, the "Contractor"), and is effective on the date signed by the City.

WHEREAS, the Contractor and the City previously entered into that certain original Pre-Storm Contract dated effective as of June 12, 2019, which expired on June 12, 2022 (the "Original Contract"), and the renewal Contract effective on March 9, 2023, which expires on June 12, 2024 (the "Renewal Contract"). All capitalized terms not otherwise defined in this Amendment will have the meanings assigned to them in the Original Contract;

WHEREAS, Contractor and the City now desire to amend the Original Contract according to the terms set forth below, with the approval of the North Little Rock City Council.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Original Contract as follows:

1. Amendment Terms. The parties agree to amend the Renewal Contract as follows:

"3.7 Contract Renewal. The parties hereby agree to extend the Renewal Contract for an additional two (2) months to August 12, 2024" (the "Extended Renewal Term"). In consideration for this Extended Renewal Term, Contractor agrees to perform the same services, under the same terms and conditions, and shall be binding upon and inure to the benefit of City and Contractor, their successors, and personal representatives. Notwithstanding the foregoing, either party may terminate this Amendment to Original Contract at any time for its convenience by giving the other party thirty (30) days prior written notice of such termination."

2. Conflict. Except as hereby amended, the Agreement shall remain unchanged in full force and effect. If there is any conflict between the terms and provisions of the Renewal Contract and the terms and provisions of this Amendment, this Amendment shall control.

3. Governing Law. This Amendment shall be construed and interpreted under the laws of the State of Arkansas. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Contract shall be vested in either the Circuit Court of Pulaski County, Arkansas or the U.S. District Court for the Eastern District of Arkansas, Little Rock Division.

4. Counterparts. This Amendment may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counter parts shall together constitute but the same instrument. An original or certified digital signature transmitted by facsimile or other electronic means shall be deemed to be original.

IN WITNESS WHEREOF, the parties have caused this Amendment to Agreement to be duly executed intending to be bound thereby.

CITY OF NORTH LITTLE ROCK

CROWDER GULF LLC

TERRY C. HARTWICK, MAYOR

[NAME & TITLE]

DATE

DATE

ATTEST:

DIANE WHITBEY, CITY CLERK

DATE

APPROVED AS TO FORM:

CITY OF NORTH LITTLE ROCK

Amy Beckman Fields
CITY ATTORNEY

BY:

DEPUTY CITY ATTORNEY

DATE