

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH POTLUCK FOOD RESCUE; AND FOR OTHER PURPOSES.

WHEREAS, Potluck, Inc. d/b/a Potluck Food Rescue ("Potluck") is a non-profit organization dedicated to providing food to shelters and pantries by recovering excess food from food businesses throughout the State; and

WHEREAS, the City of North Little Rock (the "City") desires to enter into an agreement with Potluck in order to provide hunger relief to food-insecure citizens of the City.

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 Potluck, Inc. d/b/a Potluck Food Rescue (substantially similar to Exhibit A attached hereto) whereby Potluck will provide services to benefit the citizens of the City.

SECTION 2: That the City will make a lump sum payment to Potluck Food Rescue in the amount of Fifteen Thousand & 00/100 Dollars (\$15,000.00) as consideration for the services provided, said amount having been included as a line item in the 2025 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

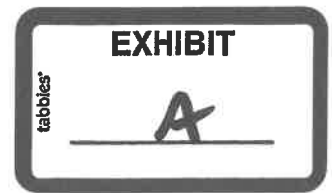
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED	10	A.M.	_____	P.M.
By	Amy Fields CA			
DATE	2/18/25			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u>[Signature]</u>			



AGREEMENT
Between
Potluck, Inc. d/b/a Potluck Food Rescue
And
City of North Little Rock, Arkansas

This Agreement ("Agreement") made and entered into this ____ day of _____, 2025 ("Effective Date") by and between Potluck, Inc. d/b/a Potluck Food Rescue ("Potluck"), 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, Potluck is a charity food rescue organization dedicated to providing hunger relief by partnering with food businesses to obtain excess food and redistributing the recovered food to shelters and pantries throughout Arkansas; and

WHEREAS, Potluck has requested funding from the City for the 2025 calendar year; and

WHEREAS, in return for community services to or for the benefit of the City, the City has entered into this Agreement to grant financial support for the services provided by Potluck.

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 February 1, 2025 (the "Commencement Date"), Potluck agrees to continue to obtain and redistribute food in North Little Rock to food programs, including homeless shelters, food pantries, soup kitchens, women's emergency shelters, day centers for seniors, veterans' centers, and childcare centers ("Services") throughout the term of this Agreement.

2. Term. The term of this Agreement shall be for a period beginning February 1, 2025 and ending December 31, 2025.

3. Consideration by the City. As consideration for the services provided by Potluck pursuant to this Agreement, the City will make a lump sum annual payment to Potluck in the amount of Fifteen Thousand & 00/100 Dollars (\$15,000.00). Potluck 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 Potluck. In the event that either Potluck 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 Potluck to equalize such cost and benefit.

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

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

5. Potluck 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 \$42,921.00 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 the North Little Rock Finance Department that accurately reflects all performance under this Agreement, said report to be submitted no later than January 30, 2026. A representative of Potluck 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, Potluck 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.

POTLUCK, INC.
d/b/a POTLUCK FOOD RESCUE

P.O. Box 251558
Little Rock, AR 72225

By _____
Chris Wyman
Education and Outreach Coordinator

CITY OF NORTH LITTLE ROCK, AR

300 Main Street
North Little Rock, AR 72114

By _____
Terry C. Hartwick, Mayor

Attest:

Diane Whitbey, City Clerk