

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH ARKANSAS DEPARTMENT OF HEALTH FOR RENOVATIONS TO PUBLIC HEALTH SERVICE FACILITIES AT 2800 WILLOW STREET; AND FOR OTHER PURPOSES.

WHEREAS, the City of North Little Rock (“the City”) owns property located at 2800 Willow Street and leases part of the building/property to Pulaski County in order to offer all public health services mandated and required by the Arkansas Department of Health (“ADH”); and

WHEREAS, ADH wishes to make certain renovations to portions of the building at 2800 Willow Street for the purposes of expanding the health clinic area and increasing ease of access for deliveries and other similar uses; and

WHEREAS, it is in the best interests of the citizens and residents of the City that ADH make renovations at the subject property; and

WHEREAS, the City and ADH desire to enter into an agreement whereby ADH will provide funds for the desired renovations, and the City will procure all services to complete the renovations at the site.

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 Memorandum of Agreement (substantially similar to Exhibit “A” attached hereto) with Arkansas Department of Health for renovations to public health service facilities in city-owned property located at 2800 Willow Street for an estimated total cost of \$119,381.00.

SECTION 2: That procurement for professional services will be made pursuant to Ark. Code Ann. § 19-11-801, et seq. and acquisition of services for construction and similar work will be pursuant to Ark. Code Ann. § 22-9-203. Funds for the renovation project will be paid by ADH upon submittal of invoices by the City.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

Joe A. Smith
Mayor Joe A. Smith

ATTEST:

Diane Whitbey, City Clerk

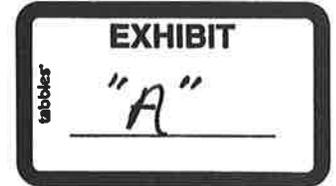
APPROVED AS TO FORM:

C. Jason Carter
C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED	<u>10:56</u>	A.M.	_____	P.M.
By	<u>City Atty Carter</u>			
DATE	<u>7-21-15</u>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u>J. Manbrake</u>			

MEMORANDUM OF AGREEMENT
Between the
CITY OF NORTH LITTLE ROCK, ARKANSAS
and
ARKANSAS DEPARTMENT OF HEALTH



This agreement is made and entered into this ___ day of _____, 2015, by and between the City of North Little Rock, Arkansas (“the City”) and the Arkansas Department of Health-WIC Program (“ADH”), pursuant to the authority of Ark. Code Ann. §§ 25-20-101 *et seq.*, and will become binding on all parties upon ratification by the North Little Rock City Council and ADH.

WITNESSETH:

WHEREAS, the City owns the building/property at 2800 Willow Street in North Little Rock, Arkansas, and leases part of the building/property to Pulaski County in order to offer all public health services mandated and required by ADH; and

WHEREAS, ADH desires to make certain renovations to portions of the building at 2800 Willow Street for the purposes of expanding the clinic area of the building and increasing ease of access for delivery of services, and other similar uses; and

WHEREAS, it is in the best interests of its citizens and residents of the City that ADH makes renovations to the building at 2800 Willow Street; and

WHEREAS, the City and the ADH desire to enter into a contractual agreement whereby ADH shall provide all costs for its desired renovations to, and the City shall procure all services for ADH’s renovations at 2800 Willow Street.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO THAT:

1. ADH will issue a purchase order in the amount of One Hundred Nineteen Thousand Three Hundred Eighty & 00/100 Dollars (\$119,380.00) to the City of North Little Rock for renovations at 2800 Willow Street.

2. The City will acquire the services of an architect to develop construction plans and specifications. Upon receipt, the City will provide the plans and specifications to ADH, attention to James Joiner, Facility Engineer, 4815 West Markham Street, Slot 34, Little Rock, AR 72205, for approval. After approval by ADH, the City will submit the renovation project. Procurement for professional services will be made pursuant to Ark. Code Ann. § 19-11-801, *et seq.* with acquisition of other services for repairs, alterations, construction and other similar work pursuant to Ark. Code Ann. § 22-9-203.

3. The City will disburse payment to all entities, including, but not limited to, architects and contractors for all services performed according to the following cost estimate:

Demolition:	\$	8,303.00
Renovations:		77,490.00
General Contractor Fees:		12,869.00
Contingency:		<u>9,866.00</u>

Construction Cost:	\$	108,527.00
A/E Fees:		<u>10,853.00</u>
Total Project Cost Estimate:	\$	119,380.00

4. The City shall request and receive authorized funds from ADH by submitting forms and documentation for allowable expenses incurred by the City while undertaking the Agreement. To request payment of expense, the City shall submit an itemized invoice of incurred expenses to ADH. ADH acknowledges and agrees that the lowest bid for the project may exceed the agreed upon estimate. ADH agrees to reimburse the City in the same manner as reimbursing the City for allowable expenses for all costs incurred with bids exceeding the agreed upon estimate in the event the lowest bid exceeds the estimated cost. It is understood by the parties hereto that total project costs will not exceed the grant funds awarded in the amount of \$119,380.00.

5. ADH agrees that funds for the project shall be obligated by September 30, 2105. The parties agree that the project will be completed, or substantially completed pending reasonable delay, by November 30, 2015. The City shall submit any and all invoices for payment by ADH by December 15, 2015, addressed to Arkansas Department of Health-WIC Program, ATTN Rhonda Williams, 5800 West 10th Street, Suite 810, Little Rock, AR 72204.

6. The City agrees to provide ADH periodic reports pertaining to the activities undertaken pursuant to this Agreement.

7. This instrument constitutes the entire agreement between the parties, and there are no agreements, understanding, warranties, or representations except as set forth herein.

8. This agreement has been signed and delivered in, and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Arkansas.

9. This document may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

CITY OF NORTH LITTLE ROCK, AR

ARKANSAS DEPARTMENT OF HEALTH

By _____
Joe A. Smith, Mayor

By _____
Robert Brech
Chief Financial Officer

ATTEST:

Diane Whitbey, City Clerk