

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT FOR SERVICE BETWEEN THE PATRICK HENRY HAYS SENIOR CITIZENS CENTER AND BGC ADVANTAGE D/B/A HICKORY VIEW LIMITED PARTNERSHIP; AND FOR OTHER PURPOSES.

WHEREAS, the Patrick Henry Hays Senior Citizens Center (the "Senior Center") has previously provided services for the North Little Rock Housing Authority (the "Housing Authority") for certain low-income buildings owned by the Housing Authority; and

WHEREAS, the Housing Authority no longer owns the Heritage and Bowker Houses, which are now known as Hickory View and Cedar Gardens and are currently owned by BGC Advantage doing business as Hickory View Limited Partnership ("Hickory View Limited Partnership"); and

WHEREAS, the Senior Center is still interested in providing services for the residents of Hickory View and Cedar Gardens; and

WHEREAS, it would be in the best interests of the City of North Little Rock (the "City") and its residents for the City to enter into an agreement with Hickory View Limited Partnership to allow the Senior Center to continue its services.

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 Contract for Service (see Contract for Service substantially similar to Exhibit A) with Hickory View Limited Partnership.

SECTION 2: That the agreement between the City of North Little Rock and Hickory View Limited Partnership shall be valid from January 1, 2020 to December 31, 2020.

SECTION 3: That Hickory View Limited Partnership shall compensate the City of North Little Rock for the services provided by the Patrick Henry Hays Senior Citizens Center as stated in Exhibit A.

SECTION 4: 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 *by CF*

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields *by CF*
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/cf

FILED	<u>11:05</u>	A.M.	_____	P.M.
By	<u>M. Miller</u>			
DATE	<u>2-4-2020</u>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u>S. Hossery</u>			



**Contract for Service Between
Patrick Henry Hays Senior Citizens Center
And
Hickory View Limited Partnership**

This Agreement is made by and between the Patrick Henry Hays Senior Citizens Center, 401 W. Pershing Blvd., North Little Rock, Arkansas, a department of the City of North Little Rock (hereinafter referred to as the “Hays Center” or the “ City”) and Hickory View Limited Partnership, a public corporation under the laws of the State of Arkansas (herein referred to as “Hickory View”), effective on the date signed by the City.

In consideration of the mutual covenants herein, the parties agree as follows:

1. **Hays Center Membership:** This agreement will include Hays Center memberships for the first 25 residents of Hickory View/Cedar Gardens who join or renew their membership to the Hays Center each year. Basic memberships cost \$45 per year and must be renewed annually by visiting the Hays Center office. Individuals must be 50 or older and able to care for themselves or be accompanied by a licensed caregiver in order to use the Hays Center. Residents must scan in at the Hays Center at least 24 times per year to remain eligible for the free membership. The Hays Center will provide promotional brochures and flyers about the Hays Center to the staff at Hickory View and Cedar Gardens. Hays Center staff will hold three one-hour membership drives at each house within 90 days of this agreement’s effective date. The Hays Center will also invite residents to one open house at the Hays Center, which will include free transportation to and from the Hays Center and a tour of the facility.
2. **Transportation:** The Hays Center will provide transportation services for medical, grocery, and recreational purposes to residents ages 50 and older of Hickory View and Cedar Gardens. *All rides and trips must be confirmed by noon the business day before by talking to the Hays Center’s Transportation Coordinator or his/her representative on the phone or in person.*
 - a. **Medical** transportation will be provided on-demand Monday through Thursday between the hours of 7:00 a.m. and 2:00 p.m. to destinations in Pulaski County. The ride fee will be \$1 per round-trip.

- b. **Pharmacy and Grocery** transportation will be provided on-demand Monday through Thursday between the hours of 7:00 a.m. and 2:00 p.m. to destinations in North Little Rock. The ride fee will be \$1 per destination.
 - c. **Hays Center** shuttles will be provided on-demand Monday through Friday, with pick-ups offered 8:15 a.m.–12:15 p.m. and drop-offs offered 10:15 a.m.–3:15 p.m. between Hickory View/Cedar Gardens and the Hays Center. The ride fee will be \$1 per round trip.
 - d. **Recreational day trips** can be scheduled Monday through Friday to any destination in the state. Hickory View’s Resident Services staff must reserve the date with the Hays Center’s Transportation Coordinator at least two weeks in advance. Hickory View’s staff must gather signatures on the trip sheet and trip fees from attendees and hand it in to the Hays Center’s Transportation Coordinator by noon the business day before the trip. The trip fees will follow the Hays Center’s rates, which vary based on the round-trip mileage. Currently fees range from \$2 to \$10, but are subject to change.
3. **Activities:** The Hays Center will employ one part-time Activity Coordinator to provide the following on-site services to residents of Hickory View and Cedar Gardens. Sign-in sheets will be completed for each activity and submitted to Hickory View management.
- a. **Community Garden** – Management of any city funding provided to the resident garden at Hickory View and assistance with reporting requirements. (open to all residents)
 - b. **Beanbag Baseball** – Management of Cedar Garden’s Beanbag Baseball Team in partnership with the resident team captain. This includes game and travel scheduling. (residents 50+ only for league play)
 - c. **Chair Volleyball** – Coordination of any desired Chair Volleyball activity and management of any future teams. (residents 50+ only for league play)
 - d. **Pool Tournaments** – Management of one pool tournament at Hickory View every three months. Small prizes will be furnished by the Hays Center. (open to all residents)
 - e. **Bingo** – Activity Coordinator will lead bingo once per month in each house. Hickory View will furnish small prizes. (open to all residents)
4. **Consulting:** For the first 12 months of this agreement, Hays Center staff will provide consulting to the new Resident Services staff on the continuation of popular resident activities for residents of all ages. Some of these activities are led by community volunteers and do not require staff involvement. Hays Center staff will no longer organize or fund these activities but will help the new staff in the transition.
- a. Arts & Crafts (staff or resident-led)
 - b. Church Services/Bible Studies (volunteer-led and by far the most well-attended regular activity)
 - c. Monthly birthday parties (staff-led)
 - d. Lunches/potlucks (staff-led)

- e. Thanksgiving and Christmas parties (volunteer-led)
5. **Volunteer Management:** The Hays Center will continue to track volunteer hours as reported by Hickory View staff. All volunteers serving at least 10 hours in a year will be invited to the Mayor’s Office of Volunteer Service’s annual Volunteer Appreciation Luncheon with free transportation provided to the event.
6. **Transfer of Property:**
- a. Senior Citizens Outreach Services will donate the following property to Hickory View (estimated \$870 total value):
 - i. Exercise Equipment - \$500
 - ii. Furniture - \$150
 - iii. Appliances - \$100
 - iv. Kitchen supplies - \$30
 - v. Bingo machine - \$30
 - vi. Decorations - \$20
 - vii. Craft supplies - \$20
 - viii. Office supplies - \$20
 - b. The Hays Center will retain possession of the following Senior Citizens Outreach Services property:
 - i. Computers and printers in the Activity Director’s office
 - ii. Popcorn machine
7. **Transfer of Responsibilities:** Hickory View will assume all responsibility for the first floor activity spaces, including room use scheduling and utility bills (phone, internet, and cable). The Hays Center will no longer maintain an office or regular staff presence at Hickory View.
8. **Compensation:** Hickory View will compensate the Hays Center for the provision of these services as outlined below:

SERVICE	COST
1 Activity Coordinator @ 10 hours/week, \$15/hour + payroll tax	\$ 8,400.00
Transportation: Approx. 10 round trips/week, avg. \$5/trip gas & \$30/trip driver	\$18,200.00
25 Hays Center memberships @ \$45/year	\$ 1,125.00
Prizes for pool tournaments (4 tournaments/year)	\$ 200.00
Consulting	\$ 0.00
TOTAL	\$27,925.00

9. **Term:** This agreement will be valid from **January 1, 2020 until December 31, 2020** and may be extended on a month-to-month basis thereafter by mutual agreement of Hickory View and the Hays Center. This agreement may be terminated by either party upon issuance of a written 30-day notice.

10. **Dispute Resolution:** Any dispute under this Agreement not settled by the Building Manager and the Activity Coordinator shall be referred to the Hickory View Limited Partnership and the Hays Center Director. If negotiations are unsuccessful in resolving the dispute, the parties may elect to submit the dispute to an alternative dispute resolution service located in Pulaski County, Arkansas, mutually agreed upon, to mediate the dispute. The parties shall share the costs equally. If resolution of the dispute is not resolved after good faith discussions and/or mediation, the parties may discontinue dispute resolution, and exercise their rights at law in a court of competent jurisdiction in Pulaski County, Arkansas.
11. **Indemnification:** Hickory View shall indemnify, defend and hold harmless the city of north little rock with respect to any claims, expenses (including attorneys' fees), liability, and damages arising out of damage to persons or property caused by their activity, including negligence, misconduct or both negligence and misconduct of their respective agents, employees or other persons acting under the authority of the contractor .
12. **Insurance:** City is a municipality, which has tort immunity under Arkansas law. City does carry general liability insurance. Hickory View, at its sole cost and expense, procure and maintain for the duration of this Agreement proper and complete liability insurance in the amount of not less than One Million and 00/100 Dollars (\$1,000,000.00), and Workers Compensation Insurance in accordance with the laws of the State of Arkansas. Prior to execution of this Agreement, Hickory View shall provide a certified copy of its Certificate of Liability Insurance to City for attachment to this Agreement. The City shall not be responsible in case of accident.
13. **Choice of Law:** The parties hereto agree that this Agreement shall be construed under Arkansas law, excluding its conflict of laws rules. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Agreement shall be vested in either the U.S. District Court for the Eastern District of Arkansas or the Circuit Court of Pulaski County, Arkansas.
14. **Non-Waiver:** No delay or failure to exercise any right under this Agreement shall impair any such right or be construed to be a waiver thereof. No waiver shall be effective unless in writing signed by the party waiving. A waiver of a right on one occasion shall not be deemed to be waiver of such right on any other occasion. A waiver of a right on one occasion shall not be deemed to be a waiver of any other right on that occasion.
15. **No Presumption against Drafter:** Each of the parties hereto has jointly participated in the negotiation and drafting of this Agreement. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by each of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this Agreement.

16. **Severability:** If any portion of this Agreement is held invalid, such invalidity shall not affect the validity of the remaining portions of the Agreement, and the parties will substitute for any such invalid portion hereof a provision which best approximates the effect and intent of the invalid provision.
17. **Merger:** This Agreement constitutes the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement, related to the services provided hereunder. All prior agreements, negotiations, dealings and understandings, whether written or oral, regarding the subject matter hereof, are superseded by and merged into this Agreement.
18. **Modifications:** No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of the Agreement shall be binding unless hereafter made in writing and signed by the party to be bound. Further, no modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Agreement, unless signed by the parties.
19. **Counterpart Execution:** 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. An original signature transmitted by facsimile or other electronic means shall be deemed to be original.
20. **Filing:** This document shall be filed in the official records of the City Clerk of the City of North Little Rock, Arkansas. Either party may additionally file this document in any other governmental office deemed appropriate; however, the parties waive all claims and defenses in law or equity based upon such additional filing.

[Signatures are on the Next Page]

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

Hickory View Limited Partnership

City of North Little Rock

Name and Title

Joe A. Smith, Mayor

Date: _____

Date: _____

ATTEST:

DIANE WHITBEY, CITY CLERK

Approved as to Form:

City of North Little Rock

Amy Beckman Fields
North Little Rock City Attorney

BY: _____
Deputy City Attorney

DATE