

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A LEASE AGREEMENT WITH THE ARKANSAS MUNICIPAL LEAGUE FOR FACILITIES TO PROVIDE CONTINUATION OF SERVICES DURING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the Arkansas Municipal League provides critical services to cities and towns throughout Arkansas from its headquarters in the City of North Little Rock, Arkansas; and

WHEREAS, in the event of an emergency or catastrophic event that renders its headquarters unusable, the Arkansas Municipal League will require facilities to maintain operations for the benefit of North Little Rock, as well as other Arkansas municipalities; and

WHEREAS, the City of North Little Rock owns or possesses facilities that could reasonably be used by the Arkansas Municipal League to temporarily provide continuation of services after an emergency or catastrophic event; and

WHEREAS, the Arkansas Municipal League and the City desire to plan for the continuation of services after an emergency or catastrophic event; and

WHEREAS, it is in the best interests of the City to enter into a lease agreement with the Arkansas Municipal League that provides for the temporary use of City facilities to provide continuation of critical services after an emergency or catastrophic event, such lease agreement being substantially similar in form and content as the agreement attached hereto as Exhibit A.

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 lease agreement between the City of North Little Rock and the Arkansas Municipal League that is substantially similar in form and content 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 Patrick H. Hays

SPONSOR:

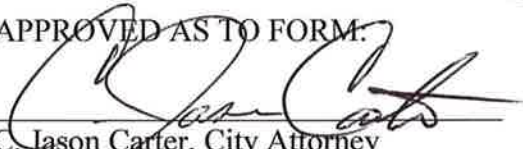


Mayor Patrick H. Hays

ATTEST:


Diane Whitbey, City Clerk

APPROVED AS TO FORM:



C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY

FILED	<u>11:45</u>	A.M.	_____	P.M.
By	<u>City Atty Carter</u>			
DATE	<u>1-17-12</u>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY				



TEMPORARY EMERGENCY FACILITY AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2012, by and between the City of North Little Rock ("City" or "Lessor"), whose address is City Hall, 300 Main Street, North Little Rock, AR 72114, and Arkansas Municipal League ("AML" or "Lessee"), whose address is 301 West 2nd, North Little Rock, Arkansas, 72115.

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

1. Leased Premises. For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by the Lessee, the Lessor hereby lets, leases and demises unto Lessee, subject to the terms and conditions contained herein, the following described property situated in Pulaski County, Arkansas: office space, including board room(s), large office room(s), and/or small office room(s), being a part of the North Little Rock Community Center, located at 2700 Willow Street, North Little Rock, Pulaski County, Arkansas, 72114, upon request by AML and approval by the City, of at least two thousand (2,000) square feet, capable of accommodating forty (40) persons, capable of providing forty (40) parking places. To have and to hold said premises unto the said Lessee for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. Term. This lease shall commence upon request by the Executive Director of AML or his designee to the Mayor of the City or his designee, and shall extend for a period of ninety (90) days. AML shall have the right to extend the term hereof for an additional period of ninety (90) days upon the same terms and conditions hereof, provided that such option to renew must be exercised by notice in writing to the City no fewer than ten (10) nor more than forty-five (45) days prior to the expiration of the primary term hereof.

3. Rent. AML agrees to pay to the City as rental for the full term of this lease the sum of the applicable rate as required by the City for the property, payable at the end of each week, the first of which shall become due and payable after the first full week, with each of the remaining installments falling due and payable on the first day of each successive week. Any storm or other weather-related destruction or any other catastrophe or act of God will not be a factor in determining the amount of rent payable to the City. AML agrees to pay the City rent in accordance to the rates as follows:

Room deposit:	\$50.00 per room
Large room rental:	\$110.00 per room per day
Small room rental:	\$55.00 per room per day
Board room:	\$25.00 per room per day

4. Facilities. Access to the office space will be arranged by the City. The names of the staff requiring access will be agreed upon beforehand, and City staff will be informed of such by AML. If any passes are required for access or elevators, these will be arranged by the City. Directions to the location of the facility will be provided to required staff as part of these plans. Unless otherwise agreed, the City will ensure access to the service facilities within normal office hours on normal working days. Access after normal working hours and at weekends, holidays, and other days can be agreed on an “as-needed” basis. The parties agree that office space will be available for forty (40) AML staff members. Additionally, the City agrees to provide forty (40) parking spots for the forty (40) staff members. However, if more staff members require access to the facilities for normal business, the City will endeavor to the best of its ability to provide access. AML will endeavor to ensure that such access is limited to necessary visits. Work space will be made available for up to forty (40) AML staff members. This is deemed to be forty (40) concurrent attendees. It should be assumed that forty (40) attendees will be in the office at any one time. If more space is available, then this may be offered. No room or space for meetings will be made available other than what is already provided. However, if a room can be made available, it will be.

5. Responsibilities of the Lessor. It will be the responsibility of the City to provide a suitably equipped environment and work area for AML to use its services. This will include, but is not limited to, the following:

- Clean and safe work areas
- Provision of clean commercial power
- Internet access
- Secure work areas
- Sufficient lighting for work to be performed
- Sufficient HVAC for work to be performed
- Sufficient access to clean water
- Sufficient access for sewage
- Access to City data as needed
- Access to City email services as needed
- Access to City staff as needed during provision of services
- Prompt feedback to AML on performance issues to ensure that any problems experienced by AML are addressed promptly

6. Repairs. All repairs to any improvements on the premises, including but not limited to outbuildings, fences, paths, roads or the like, which may be required during the term of this lease shall be made at the expense of the City, unless such repairs are

caused by direct actions by AML or its employees or agents. AML shall maintain the premises at least in the same condition as exists as of the making of this lease, normal wear and tear excluded. Any improvements erected on said premises by AML shall be and become a part of the realty and pass to the City at the termination of this lease unless the parties agree in writing to the contrary. AML shall, at the termination or surrender or forfeiture of this lease, return said premises to the City in as soon and satisfactory condition as existed at the inception of the lease.

7. Covenant Not To Commit Waste. AML covenants that at all times it shall keep the premises in good order, that it will not permit the infestation of insects or the obstruction of drainage ditches or water courses; that it will not commit waste nor permit waste to occur to the demised premises; that it will not permit or cause any nuisance to exist on said premises; that it will maintain control over said demised premises in such a manner that no fire hazard will be permitted to arise; that it shall use said premises solely for the purpose of conducting business, for its members and guests; and that they will keep the premises in a clean and orderly fashion free of litter and debris, AML specifically agrees that as needed during the term hereof (upon receipt of notice from the City or the North Little Rock Waste Water Department) that it shall thoroughly clean said premises, and return it to the condition that existed on the original date of occupancy.

8. Assignment. AML shall not assign this lease or sublet the leased premises without prior written consent of the City. Any such assignment or subletting shall in no way relieve AML from liability for the obligation imposed by this lease, unless and until a written release is executed by the City.

9. Non-Waiver. It is agreed that the failure of the City to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by AML under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent the City from invoking such remedies in the event of any future breach or default.

10. Holdover. AML hereby agrees that upon the termination of this lease for whatever reason, AML will peaceably deliver possession of the leased premises to the City. In the event AML shall be permitted by the City to hold over after the expiration of termination of this lease, or any extension thereof, said holding over in the absence of a written agreement otherwise shall be construed as a tenancy from week to week at a rental equal to that due for the last week paid under this lease. Such tenancy may be terminated by written notice from either party to the other party on or before the date on which the last payment of rental is due for that year, or as provided in Section 11. In the event it becomes necessary for the City to take legal action to recover possession at the time of termination, AML agrees to pay all costs and expenses of such action, including reasonable attorney's fees, incurred by the City.

11. Termination by Lessor. AML acknowledges that the property subject to said lease is surplus property owned by the City. In the event that said property is deemed necessary for municipal purposes, in the sole discretion of the North Little Rock City Council, the City reserves the right to terminate this lease at any time prior to its expiration upon ten (10) days written notice to AML. AML agrees upon notification by the Lessor to discontinue use of the premises and peacefully surrender its control to the City after the expiration of said ten (10) day period, at which time the duty to pay rent shall be terminated. Should the City exercise its right to terminate this lease, the City agrees to provide a mutually agreeable alternative location, based upon available property from the City's inventory, for AML's relocation at no extra expense to AML.

12. Title and Quiet Enjoyment. The City covenants and warrants that it is the owner in fee simple absolute of the leased premises and may lease said premises as herein provided. Upon payment by AML of the rents herein provided and upon the observance and performance of all the covenants, terms and conditions upon AML's part to be observed and performed, AML shall peaceably and quietly hold and enjoy the demised premises for the term hereby demised without hindrance or interruption by the City or any other person or persons lawfully or equitably claiming by, through or under the City, subject to the terms and conditions of this lease.

13. Continuing Right to Transport and Store Wastewater. As a limitation to the rights acquired by AML under this Lease, the City reserves the right, for itself and the North Little Rock Wastewater Commission, to transport and store wastewater and other effluents, without condition as to quality or quantity, to and across the leased premises throughout the complete term of the lease; including but not limited to: the running of sewage, storm water and water lines either above or below ground, the erection of pumping stations, and the building of any access roads or paths through the property that are necessary or advisable to maintain access to improvements. AML specifically acknowledges that it shall not limit the transport or storage of wastewater or effluents in any way or grant any easement, licenses, or profits a prendre for the leased premises to any other entity, other than the City, without first obtaining the City's consent in writing.

14. Succession. This Lease Agreement shall inure to the benefit of and be binding upon the parties hereto and its respective heirs, successors and assigns.

15. Severability. Each paragraph of this Lease Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

16. Interpretation. 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 Circuit Court of Pulaski County, Arkansas.

17. Entire Agreement. This Lease Agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This Lease Agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter hereof. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. Notice. All notices, requests, demands and other communications required by or permitted hereunder shall be in writing and/or in electronic form, including but not limited to electronic mail and other electronic notification, and shall be deemed to have been duly given when received by the party to whom directed; provided, however, if in writing that notice shall be conclusively deemed given at the time of its deposit in the United States Mail when sent by certified mail, postage prepaid, to the other party at the following addresses or at such other addresses as shall be given in writing by either party to the other:

CITY OF NORTH LITTLE ROCK

City Hall
300 Main Street
North Little Rock, AR 72114

NORTH LITTLE ROCK WASTE WATER UTILITY

7400 Baucom Pike – P. O. Box 17898
North Little Rock, AR 72117

ARKANSAS MUNICIPAL LEAGUE

301 West 2nd
North Little Rock, AR 72115

19. Failure to Pay Rentals or Keep Covenants. The failure or refusal by AML to pay the rentals at the times and in the manner provided by this lease, and the failure of AML to keep and perform its covenants hereunder, shall in either of these events, permit the City at its option and without any liability on its part to terminate this lease, re-enter and repossess said property. The City shall have the same right of entry and possession, and the right to expel AML without any liability or obligation in either law or equity, in the event AML shall file or have filed against it a petition in bankruptcy, make an assignment for the benefit of its creditors, become insolvent, or have a receiver appointed for it.

20. **Modification.** 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, and 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.

21. **Previous Lease Terminated.** When effective, this lease shall supersede, replace and void any previous lease that was originally entered by the City with any other party relating to the premises described in Sections 1 and 4.

22. **Authority.** The parties executing this lease represent that they have been duly authorized to bind their respective for the purposes stated herein.

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto set their hands and seals on the day first above written.

**CITY OF NORTH LITTLE ROCK,
AR**
Lessor

ARKANSAS MUNICIPAL LEAGUE,
Lessee

By _____
Patrick H. Hays, Mayor

By _____
Name: _____
Title: _____

ATTEST:

Diane Whitbey, City Clerk

[SEAL]

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS.
COUNTY OF PULASKI)

On this day before the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Patrick H. Hays and Diane Whitbey, Mayor and City Clerk respectively for the City of North Little Rock, Arkansas, known to me or satisfactorily proven to be the persons described in the foregoing instrument, and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained, and that they had such authority to execute the same.

IN WITNESS WHEREOF, I hereunto set my hand and seal on this ____ day of _____, 2011.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS.
COUNTY OF PULASKI)

On this day before the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____, of Arkansas Municipal League, known to me or satisfactorily proven to be the persons described in the foregoing instrument, and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained and that they had such authority to execute the same.

IN WITNESS WHEREOF, I hereunto set my hand and seal on this ____ day of _____, 2011.

Notary Public

My Commission Expires:
