

R-19-17

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF NORTH LITTLE ROCK AND ARGENTA ARTS FOUNDATION; AND FOR OTHER PURPOSES.**

WHEREAS, the Argenta Arts Foundation (AAF) is a community organization whose purpose and function is to further the economic development of the downtown area by promoting and assisting the growth and development of the Argenta Arts District through distribution of information and educational events; and

WHEREAS, the City of North Little Rock (the City) entered into an agreement with Argenta Arts Foundation (authorized by Resolution No. 9357 adopted February 12, 2018), and AAF has made application for 2019 funds, including all information as required by the application process; and

WHEREAS, the City desires to promote and present various artistic forums for the enjoyment and use by the citizens and residents of North Little Rock and desires to enter into an agreement with AAF.

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 between the City of North Little Rock and Argenta Arts Foundation (substantially similar to Exhibit A attached hereto) for the promotion, growth and development of the Argenta Arts District to benefit the citizens and residents of the City.

SECTION 2: That the City will make a lump sum payment to Argenta Arts Foundation in the amount of Twenty Thousand & 00/100 Dollars (\$20,000.00) to be used to promote a variety of artistic activities in the downtown area, said amount having been included as a line item under Special Appropriations in the 2019 Budget.

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:

ATTEST:

Joe A. Smith  
Mayor Joe A. Smith

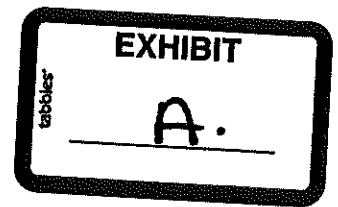
\_\_\_\_\_  
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/cf

FILED	<u>11:15</u>	A.M.	_____	P.M.
By	<u>A. Fields</u>			
DATE	<u>1-22-19</u>			
<b>Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas</b>				
RECEIVED BY	<u>S. Ussery</u>			



**MEMORANDUM OF AGREEMENT**  
Between  
**City of North Little Rock, Arkansas**  
And  
**Argenta Arts Foundation, Inc.**

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This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **CITY OF NORTH LITTLE ROCK** (hereinafter referred to as the City) and **ARGENTA ARTS FOUNDATION, INC.** (hereinafter referred to as AAF):

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

**WHEREAS**, Argenta Arts Foundation, Inc. is a nonprofit community organization whose purpose and function is to promote and assist the growth and development of the Argenta Arts District through the distribution of information and educational events; and

**WHEREAS**, AAF has developed an art agenda program – to execute and provide management of events such as the Argenta 3<sup>rd</sup> Friday Art Walk, the Argenta Acoustic Music Series and Music Month in Argenta, bringing a variety of opportunities for local artisans and providing a variety of events for the enjoyment of the City’s residents; and

**WHEREAS**, AAF has requested funding from the City for the 2019 calendar year and has properly submitted its application in accordance with North Little Rock Department of Commerce (“NLR Commerce”) procedures and guidelines; and

**WHEREAS**, NLR Commerce has reviewed and verified that AAF has provided all requested documentation to the City; and

**WHEREAS**, the City desires to promote economic development in its downtown area with a variety of artistic activities and events that would benefit and enrich the lives of its citizens and residents, and AAF has the expertise, knowledge and ability to provide the execution and management of such events in the Argenta Community.

**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.** AAF will market cultural and artistic events and experiences throughout the City through the promotion and management of a variety of artistic events and experiences to be held for benefit and enjoyment of the City’s citizens and residents, including the 3<sup>rd</sup> Friday Art Walk, Argenta Acoustic Music Series and Music Month in Argenta (*see* Exhibit “A” attached hereto).

AAF will provide the necessary facilities and expertise required to accomplish the general goals of this agreement. The City will provide the funding stated herein and endorse the artistic events resulting from this agreement in the same manner as similar programs conducted through the City.

2. **Term.** The term of this Agreement shall begin January 1, 2019 and end December 31, 2019.

3. **Consideration by the City.** As consideration for the services as provided for in Paragraph 1 above, the City will make a lump sum annual payment to AAF in the amount of Twenty Thousand & 00/100 Dollars (\$20,000.00). AAF intends for, and estimates 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 AAF. In the event that either AAF 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 payment and/or the services provided by AAF to equalize such cost and benefit.

4. **Assignment.** This Agreement shall not be assigned in whole or in part by any of the parties to this Agreement *unless* prior written approval has been given by the non-assigning party.

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

6. **AAF agrees:**

- (a) That it will secure and maintain appropriate and adequate insurance coverage for the programs it will be operating and conducting. AAF agrees and understands fully that participants in its events(s) are not covered by any insurance of the City and will provide its Proof of Insurance to the City. Failure to do so will result in immediate cancellation of this Agreement.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) Acknowledges that certain procedural restrictions apply to the expenditure of City funds in excess of \$20,000 and the employment of professionals, as that term has been defined by the City. (For procedural guidance in the expenditure of City funds, AAF may contact a city purchasing officer at (501) 975-8881.)
- (f) 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").
- (g) That it will submit an annual report to NLR Commerce that accurately reflects all performance under this Agreement, said report to be submitted no later

than January 15, 2020. A representative of AAF will be available, at the request of the City, to appear before a specified City Council meeting to answer any questions concerning the report.

- (h) To attach to this agreement a document identifying each member of the governing board of the nonprofit entity.
- (i) 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, AAF will also attach a copy of the most recent tax return.
- (j) To submit a budget to demonstrate the projected use of City funds.

**7. 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.

**8.** 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.

**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.

**ARGENTA ARTS FOUNDATION**

301 Main Street, Suite 203  
North Little Rock, AR 72114

By: \_\_\_\_\_  
Chris Kent

Title: Authorized Representative

**CITY OF NORTH LITTLE ROCK,  
ARKANSAS**

300 Main Street – City Hall  
North Little Rock, AR 72114

By \_\_\_\_\_  
Joe A. Smith, Mayor

ATTEST:

\_\_\_\_\_  
Diane Whitbey, City Clerk

## Exhibit "A"

### ARGENTA ARTS FOUNDATION

#### **Description Of Services Rendered for Benefit of the City of North Little Rock:**

**Promotion and Marketing:** Provide for management to promote and market the arts such as performance, musical, literary, visual, spoken word, culinary and other cultural and sports related activities and venues through events and programs in the stakeholder territory that inspire, educate, inform and entertain.

**3<sup>rd</sup> Friday Art Walk:** Provide for management and execution of the Argenta 3<sup>rd</sup> Friday Art Walk to be held within the stakeholders territory and solicit and assist area art galleries to participate as well as other businesses within the stakeholder territory and promote the events through social media and other means as available.

**Argenta Acoustic Music Series:** Provide for management and execution of the Argenta Acoustic Music Series to be held within the stakeholders territory, promote the events through social media and other means as available and provide financial support for the series.

**Music Month in Argenta:** Provide for management and execution of the Music Month in Argenta Series to be held within the stakeholders territory , promote the events through social media and other means as available and provide financial support for the series.

**Financial and Marketing Support to Other Art Endeavors:** Provide management to provide marketing and financial support to such arts organizations and venues as Argenta Community Theater, The Joint Main Thing, ACANSA, Arkansas Shakespeare Theater, Film Society of Little Rock and NLR High School Dance Program.