

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH BUTTERFLY COMMUNITY (SEIS PUENTES PROJECT); AND FOR OTHER PURPOSES.

WHEREAS, Butterfly Community (“Butterfly Community”) serves a substantial public interest and concern for youth in the City of North Little Rock (“the City”); and

WHEREAS, Seis Puentes is a project of Butterfly Community which empowers and supports programs within North Little Rock’s growing Latino/Hispanic community through education and information; and

WHEREAS, the City of North Little Rock (“the City”) entered into an agreement with Butterfly Community (authorized by Resolution No. 8736 adopted January 26, 2015), and pursuant to the 2015 agreement Butterfly Community has performed its duties and met reporting requirements; and

WHEREAS, Butterfly Community benefits local youth by helping them to grow and develop in positive ways, and the City desires to enter into an agreement with Butterfly Community for the benefit of local children.

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 Butterfly Community (Seis Puentes Project) (substantially similar to Exhibit “A” attached hereto) whereby life-enhancing programs designed to benefit and serve children of the City will be offered.

SECTION 2: That the City will make a lump sum payment to Butterfly Community in the amount of Twenty-five Thousand & 00/100 Dollars (\$25,000.00) to be used to fund educational, informational health/legal seminars and youth empowerment programs specifically designed to provide diverse activities that meet the interests of Latino/Hispanic youth, said amount having been included as a line item under Special Appropriations in the 2016 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:

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>11:25</u>	A.M.	_____	P.M.
By	<u>City Atty Carter</u>			
DATE	<u>3-8-16</u>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u>J. Marshall</u>			

AGREEMENT
Between
City of North Little Rock, Arkansas
and
Butterfly Community
(Seis Puentes Project)



This Agreement made and entered into this ____ day of January, 2016, by and between the **City of North Little Rock** (hereinafter referred to as "the City") and **Butterfly Community (Seis Puentes Project)** (hereinafter referred to as "Butterfly Community");

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

WHEREAS, Butterfly Community is a non-profit organization utilizing a community made up of staff members, volunteers, parents, youth and supporters who work together to create a positive environment offering opportunities for the children of North Little Rock to learn and grow through life-enhancing programs and character development experiences; and

WHEREAS, Seis Puentes is a project of Butterfly Community which empowers and supports programs within North Little Rock's growing Latino/Hispanic community through education and information; and

WHEREAS, Butterfly Community/Seis Puentes has requested funding from the City for the 2016 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 Butterfly Community/Seis Puentes has properly filed its quarterly and final performance reports for 2014 and has provided all requested documentation to the City; and

WHEREAS, the City believes that Butterfly Community/Seis Puentes programs will benefit local Latino/Hispanic youth and help them grow and develop in a positive way.

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.** Butterfly Community will use the funds provided by the City solely for its Seis Puentes project; specifically for the programs more fully described in Exhibit "A" attached hereto and incorporated by reference.

2. **Term.** The term of this Agreement shall be for a period beginning January 1, 2016 and ending December 31, 2016.

3. **Consideration by the City of North Little Rock, Arkansas.** As consideration for the services provided to Seis Puentes by Butterfly Community, the City will make a lump sum annual payment to Butterfly Community in the amount of Twenty-five Thousand

& 00/100 Dollars (\$25,000.00). Butterfly Community/Seis Puentes 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 Butterfly Community/Seis Puentes. In the event that either Butterfly Community/Seis Puentes 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 Butterfly Community/Seis Puentes 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 Butterfly Community that it has the authority to enter into this Agreement, and the party signing for the City has been duly authorized. Butterfly Community represents and warrants to the City that it has the authority to enter into this Agreement, and the party signing for Butterfly Community has been duly authorized. This Agreement shall not be effective until approved by official public action of the North Little Rock City Council.

6. Butterfly Community 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 \$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, Butterfly Community 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 NLR Commerce that accurately reflects all performance under this Agreement, said report to be submitted no later than January 15, 2017. A representative of Butterfly Community/Seis Puentes 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, Butterfly Community will also attach a copy of the most recent tax return.
- (i) 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 used 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 hereto have set their hands on the day and year first above written.

CITY OF NORTH LITTLE ROCK, AR

By _____
Mayor Joe A. Smith

ATTEST:

Diane Whitbey, City Clerk

**BUTTERFLY COMMUNITY -
SEIS PUENTES**

42024 Camp Robinson Rd.
North Little Rock, AR 72118

By Will Hogg
Will Hogg, Treasurer
By [Signature]
Board Chair



Annual Review 2015

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Background

Butterfly Community Ministries, Inc. was founded in 2001 by a group of parishioners from the First United Methodist Church of North Little Rock located on John F. Kennedy Boulevard. It began with the help of several North Little Rock officials, including Mayor Patrick Hays, as a response to gang violence and supported the Our Club program in the Sherman Park community of North Little Rock. Our Club sites, started by the Pulaski County Council for Children and Youth Services (PCCCY), serve as havens for youth and children at risk of becoming involved in gangs, violence, crime and substance abuse. The Sherman Park Our Club and a second Our Club in Silver City Courts Housing Project were supported in large part by Butterfly. Both clubs worked with grade, middle and high school students in the afternoons by providing nutritional meals and snacks, tutoring, school supplies and uniforms. The Director of two Clubs was Leifel Jackson, reformed leader of the original Gangster Crips; but overall funding and administrative responsibilities belonged to Butterfly.

In 2008, Mayor Patrick Hays again approached Vincent Insalaco, Chair of Butterfly Community Ministries to support programs within North Little Rock's growing Hispanic population. In response, Butterfly Community Ministries began *A Volar* (Take Flight), an empowerment dance program for young girls ages 3 to 18; *Familia* (Family), an after school, mentoring program for Hispanic youth; *Creaciones Hispanas* (Hispanic Creations), a handicraft class for Hispanic women; and *PROM*, a program to redistribute beautiful formal wear to hundreds for prom-hopeful girls. Butterfly also set up a food pantry and became involved in several community events and holidays such as a Day of the Kings Celebration with over 400 people in attendance.

During the past 7 years, Butterfly transformed itself to serve this completely unserved growth community in NLR. The program, now called Seis Puentes (Six Bridges) opened the first Hispanic Resource Center in Levy and began offering critical skills to the Hispanic Community including ESL (English as a Second Language), GED (High School Equivalency), Studio 1 Dance Program, (which also helps assimilate students), Critical Skills Assistance including language interpretation, medical, food, shelter and clothing emergency services and our newest program the La Plaza Comunitaria Program with 12 regular students training for specific job and education requirements.

Fourteen years since being founded and seven years since being tasked with supporting the Hispanic population, Butterfly Community Ministries (dba Seis Puentes) now serves hundreds of Hispanic families, students and community members and continues to be the only Hispanic Resource Center in Arkansas.

Program Activities

Seis Puentes began 2015 with the goal of continuing and growing the major programs that are at the heart of the mission and vision established by its Board of Directors. Those programs include GED classes, ESL (English as a Second Language) classes, WAGE (Workforce Alliance for Growth in the Economy) classes, the Plaza Comunitaria program (began in 2014) and its partnership with local dance studios to grow our “A Volar” dance program.

The GED classes are held four days per week and two evenings per week. The classes provide the students that may already have educations to obtain a General Education Diploma. This class grew in 2015 from serving an average of 168 students per month during the first quarter to serving an average of 175 students per month in the last quarter of 2015.

Seis Puentes’ ESL class has proven to be our most popular class. The Hispanic immigrants that are served at Seis Puentes have a desire to become a part of the community and learning English is often a high priority among the students. Attendance during 2015 exceeded 1,800 for the classes that are held four days per week and two evenings.

The Arkansas Workforce Alliance for Growth in the Economy (WAGE) program was developed by the Arkansas Department of Career Education, Adult Education Division. Seis Puentes partners with Pulaski County Special School District Adult Education for this program. The program offers training and certificates in Industrial, Clerical, Employability, Banking and Customer Services areas. The WAGE classes are held four days per week and two evenings per week at the Seis Puentes Center.

Seis Puentes’ *A Volar* program is its longest running program. Seis Puentes, through this program, sponsors young Hispanic girls ages 3-18 to be members of a dance studio of their choosing, enriching their lives through the arts. There are currently 16 students from 12 families that participate in 25 classes.

Seis Puentes has the only Hispanic Computer Resource Center for the Community. A 16 station computer center is located at the Resource Center which is used by the community regularly. This center is open to ALL people, not just the Hispanic Community.

The Plaza Comunitaria program is offered in partnership with the Mexican Consulate of Little Rock and the National Institute of Adult Education (INEA by its Spanish acronym). It aims to increase literacy levels by offering classes in Spanish focusing on the attainment of primary and secondary education certificates. Accreditation and certification is offered by the government of Mexico. As of year-end 2015, the Plaza Comunitaria program had 4 enrolled students.

The Center has offered a Spanish to English Class for the local community. It has had some degree of success. We intend to further publicize this unique service in 2016 to help NLR native and non Spanish speaking people to learn conversational Spanish to help within the local community.

All teachers used by SP are professional trained educators and are provided by the Pulaski County Special and NLR Public School Districts. The SP Director, Maria Touchstone is the Director of the ESL programming for the NLR Public School District.

Accomplishments

Seis Puentes began the year with the goal of continuing and growing its existing activities and it accomplished that at every level. Not only did every program grow in attendance and popularity, a new program (La Plaza Comunitaria) that was added in 2014 and has shown growth.

GED attendance grew from an average of 168 per month at the beginning of 2014 to 175 at the end of 2015.

ESL attendance grew from an average of 160 per month at the beginning of 2015 to 173 at the end of 2015 with a total of 1800 students attending for the full year.

The WAGE program grew slightly from an average of 10 students per month at the beginning of 2015 to 11 students per month at the end of 2015. Students who achieve this certificate become certified to work legally in our community.

The A Volar dance program retracted slightly in 2015 from 20 to 16 students. Improvement and changes are in the process of being made that will improving the reach and accessibility of the program.

While the growth in the programs has allowed Seis Puentes to reach more of its target audience, it has also resulted in new partnerships (i.e. Mexican Consulate) and an increased volunteer base.

Our emergency services program has added a clothing closet. SP continues to help assist families with critic services and occasionally actually gets an entire family off the street.

Seis Puentes continues to be the only Hispanic Resource Center in Arkansas that serves the Hispanic Population. Just here in NLR there are estimates that some 10% of the population, or over 6000 people are Hispanic.

Members of the Board of Directors attended and provided updates to the City Council twice during calendar year 2015.

Evaluation

Many indicators (increased enrollment, additional financial support, community recognition, and added volunteers) point to a positive “self evaluation.”

While the efforts of Seis Puentes have not been formally evaluated, a survey is planned for early 2016.

Given the positive indicators, the Board of Directors of Seis Puentes intends for the program to continue well into the future.

It is important to note, that as in the past, all Board Members and our Executive Director continue to serve without pay. There are no administrative fees paid to anyone and all services are volunteer. Teachers are provided by the Public School District and Seis Puentes continues to partner with numerous organizations to achieve its goals.

Audiences

Through its various programs and partnerships, Seis Puentes works to enrich the lives of the Hispanic, Latino and Spanish speaking population of Northern Pulaski County. As a result, it is believed that these individuals will enrich the community in which we live.

Seis Puentes is one of only a few organizations in Arkansas and the only organization in North Little Rock that is working with this audience. It is estimated that over 500 families were touched in some way by Seis Puentes. These tend to be employed individuals that have dedicated their personal time toward personal improvement. The impact on this population is that they are not only better prepared to contribute to the enrichment of the community, but they are proud to do so.

Financial

A copy of the 2015 Profit & Loss report is attached. A Tax Return and Audit are forthcoming and will be available in the near future.

Highlights include:

- Expenses were reduced by 8.44% from 2014 to 2015
- The City of North Little Rock awarded Seis Puentes a grant in the amount of \$25,000
- Private funding totaled \$22,616.70. This represents 47.5% of total income compared to only 25.89% in 2014.
- While the total annual budget for 2015 was \$65,000, expenses were reduced in order to maintain profitability/sustainability.
- It is estimated that approximately 1,100 individuals were directly served
- Program cost per person served is estimated to have been \$43.29 (down from \$49.83 in 2014)

Volunteer Hours provided by Board Members, Executive Director and other community members have far exceeded 1200 hours, a major reason our overhead continues to be so low.

Future Plans

The plans for sustaining and expanding the programs of Seis Puentes hinge on continuing to build the awareness of the organization through new partnerships like the Mexican Consulate and increased private donations. Seis Puentes made significant progress in this area in 2015 as illustrated in the 47.5% of total income coming from private sources in 2015 compared to 25.9% in 2014.

Board of Directors

Vincent Insalaco, Chairman
567 Silverwood Trail
North Little Rock, AR 72116

Mark Ohrenberger, Secretary
1701 Northline Drive
North Little Rock, AR 72116

Leilani Dallas
607 Summit Street
Sherwood, AR 72120

Carmen Fernandez
608 Shady Valley Drive
North Little Rock, AR 72116

Judy Tenenbaum
134 Hickory Creek Circle
Little Rock, AR 72212

Maria Touchstone (Executive Director)
2113 W. Republican Road
Jacksonville, AR 72076

Will Hogg, Vice Chair and Treasurer
1605 Saratoga Drive
North Little Rock, AR 72116

Jim Barnett
5400 Jim Hall Road
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Taylor Crockett
7 Bishop Lane
Conway, AR 72032

Sandra Ozaki
4909 Hampton Road
North Little Rock, AR 72116

Karen Trevino
33 Aalea Cove
Maumelle, AR 72113

Scott Miller
1702 Schaer
North Little Rock, AR 72114

Butterfly Community Ministries
2015

Income	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	YTD
Donations		500.00			550.00			850.00		1,197.00	876.00		3,973.00
Rent	200.00		500.00	500.00		300.00	400.00	300.00	800.00	300.00	300.00	300.00	3,900.00
Interest	1.69	2.50	3.59	3.59	3.52	3.18	3.19	2.95	2.65	2.47	2.27	2.10	33.70
Grants		25,000.00											25,000.00
March Event			9,710.00	5,000.00									14,710.00
Total Income	201.69	25,502.50	10,213.59	5,503.59	553.52	303.18	403.19	1,152.95	802.65	1,499.47	1,178.27	302.10	47,616.70
Expenses													
Acct/Legal					575.00								575.00
ADT (security)					134.69		134.69						269.38
Comcast	141.63	141.69	141.69	141.69	141.75	141.75	141.76	142.00	142.00	141.99		293.44	1,711.39
Dance	1,350.00	1,200.00	1,200.00	1,200.00	1,500.00								6,450.00
Dumpster	50.00	50.00	50.00	50.00	100.00		50.00	50.00	50.00	50.00	50.00	50.00	600.00
Electricity	63.95	64.23	69.14	63.18	81.00	91.16	124.95	187.65		265.92	82.35	65.98	1,159.51
Gas	111.25	241.29	229.90	123.16	32.64	16.88	14.71	14.71	14.71	14.71	17.58	37.36	868.90
Insurance									772.00				772.00
Website/Computer	303.84			150.00	79.80	188.68	1,075.00			175.00	1,549.78		3,522.10
Misc. Expenses			340.00	16.26	500.00	100.00	350.00	1,200.00	2,635.94	101.23	837.82	200.00	6,281.25
March Event		490.00	4,929.57										
Rent	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	18,000.00
Total Expenses	3,520.67	3,687.21	8,460.30	3,244.29	4,644.88	2,038.47	3,391.11	3,094.36	5,114.65	2,248.85	4,037.53	2,146.78	45,629.10
Profit / Loss	-3,318.98	21,815.29	1,753.29	2,259.30	-4,091.36	-1,735.29	-2,987.92	-1,941.41	-4,312.00	-749.38	-2,859.26	-1,844.68	1,987.60