R-23-07

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 – Seis Puentes Project ("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 the City's growing Latino/Hispanic community through education and information; and

WHEREAS, the City entered into an agreement with Butterfly Community (authorized by Resolution No. 10217 adopted February 14, 2022) and, pursuant to the 2022 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 Seventy Five Thousand & 00/100 Dollars ($75,000.00) 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 in the 2023 Budget.

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

PASSED: APPROVED:

_____ _____

Mayor Terry C. Hartwick

SPONSOR:

Mayor Terry C. Hartwick

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED 10:20 A.M. _____ P.M.

By A. Fields

DATE 1/17/23

Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas

RECEIVED BY B/Boyln

EXHIBIT
A

AGREEMENT

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

This Agreement made and entered into this _____ day of _____, 2023, by and between the **City of North Little Rock** (the City) and **Butterfly Community (Seis Puentes Project)** (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 2023 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 2022 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.

2. Term. The term of this Agreement shall be for a period beginning January 1, 2023 and ending December 31, 2023.

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 Seventy Five Thousand & 00/100 Dollars ($75,000.00). 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 $35,000 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 1, 2024. 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

300 Main Street
North Little Rock, AR 72114

By _____
Mayor Terry C. Hartwick

ATTEST:

_____
Diane Whitbey, City Clerk

BUTTERFLY COMMUNITY - SEIS PUENTES
42024 Camp Robinson Rd.
North Little Rock, AR 72118

By _____
Will Hogg, Treasurer