

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE MUSEUM OF DISCOVERY; AND FOR OTHER PURPOSES.

WHEREAS, the Museum of Discovery is a non-profit organization focused on developing interest in STEM studies (science, technology, engineering, and math) through the use of interactive exhibits, children’s programs, teacher training, and other STEM-related events; and

WHEREAS, the Museum of Discovery has partnered with Seventh Street Elementary to provide content and teacher training for career-focused programs, and provides free in-museum field trips for Title 1 North Little Rock schools; and

WHEREAS, the City of North Little Rock (“the City”) desires to enter into an agreement with the Museum of Discovery for the benefit of the children and citizens of the City.

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 the Museum of Discovery (substantially similar to Exhibit A attached hereto) whereby the Museum of Discovery will provide services to benefit the children and citizens of the City.

SECTION 2: That the City will make a lump sum payment to the Museum of Discovery in the amount of Forty Thousand & 00/100 Dollars (\$40,000.00) as consideration for the services provided, said amount having been included as a line item in the 2024 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:

ATTEST:

Terry C. Hartwick

Mayor Terry C. Hartwick *by AF*

Diane Whitbey, City Clerk

APPROVED AS TO FORM:



Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

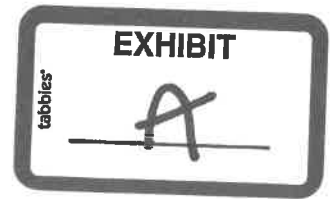
FILED 11:05 A.M. _____ P.M.

By A. Field

DATE 2-6-24

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

RECEIVED BY J. Ussery



AGREEMENT
Between
City of North Little Rock, Arkansas
and
The Museum of Discovery

This Agreement made and entered into this _____ day of _____, 2024, by and between the **City of North Little Rock** (the City) and **The Museum of Discovery** (hereinafter referred to as “MOD”):

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

WHEREAS, MOD is a nonprofit organization seeking to create a lifelong interest in STEM studies (science, technology, engineering and math) through interactive exhibits as well as teacher training, children programs and other STEM-related events; and

WHEREAS, MOD provides free in-museum field trips for Title 1 North Little Rock schools, and has partnered with Seventh Street Elementary to provide content and teacher training for career-focused programs; and

WHEREAS, MOD has requested funding from the City for the 2024 calendar year and has properly submitted its application in accordance with North Little Rock Finance Department (“NLR Finance”) procedures and guidelines.

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. MOD will use the funds provided by the City for MOD’s partnership with Seventh Street Elementary, in-museum field trips for Title 1 North Little Rock schools and MOD’s Girls in STEM summer program.

2. Term. The term of this Agreement shall be for a period beginning February 15, 2024 and ending December 31, 2024.

3. Consideration by the City of North Little Rock, Arkansas. As consideration for the services provided by MOD, the City will make a lump sum annual payment to MOD in the amount of Forty Thousand & 00/100 Dollars (\$40,000.00). MOD 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 MOD. In the event that either MOD 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 MOD 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 MOD that it has the authority to enter into this Agreement, and the party signing for the City has been duly authorized. MOD represents and warrants to the City that it has the authority to enter into this Agreement, and the party signing for MOD has been duly authorized. This Agreement shall not be effective until approved by official public action of the North Little Rock City Council.

6. MOD 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, MOD 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 Finance that accurately reflects all performance under this Agreement, said report to be submitted no later than January 1, 2025. A representative of MOD 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, MOD 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

THE MUSEUM OF DISCOVERY
500 President Clinton Avenue
Little Rock, AR 72201

By _____
Kelley Bass
CEO