

RESOLUTION NO. _____

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

WHEREAS, the Arkansas Museum of Fine Arts Foundation (“AMFA”) serves a substantial public interest in offering a place where creativity, individual expression and arts education can flourish for the citizens and residents of central Arkansas; and

WHEREAS, the City of North Little Rock (the “City”) entered into an agreement with AMFA (authorized by Resolution No. 10732, adopted January 22, 2024) and, pursuant to the 2024 agreement, AMFA has performed its duties and met reporting requirements; and

WHEREAS, the City desires to promote all aspects of the arts that would benefit its citizens and residents of all ages by entering into an agreement with AMFA.

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 Arkansas Museum of Fine Arts Foundation (substantially similar to Exhibit A attached hereto) for programs which help bring about positive cultural experiences and education to the citizens and residents of the City.

SECTION 2: That the City will make a payment to AMFA in the amount of Seventeen Thousand Five Hundred & 00/100 Dollars (\$17,500.00) to be used to fund programs to ensure that learning, inspiration and creative expression in the arts flourish in North Little Rock for people of all ages, said amount having been included in the 2025 Budget.

SECTION 3: That the City will make a payment to AMFA in the amount of Seventeen Thousand Five Hundred & 00/100 Dollars (\$17,500.00) on or before August 1, 2025, contingent upon the availability of funds.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Terry C. Hartwick

SPONSOR:

TERRY C. Hartwick
Mayor Terry C. Hartwick *by AT*

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED	<u>10</u>	A.M.	_____	P.M.
By	<u>Amy Fields CA</u>			
DATE	<u>2-18-25</u>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u><i>[Signature]</i></u>			



AGREEMENT
Between
THE CITY OF NORTH LITTLE ROCK, ARKANSAS
And
ARKANSAS MUSEUM OF FINE ARTS FOUNDATION

This Agreement made and entered into this ____ day of _____, 2025, by and between the **CITY OF NORTH LITTLE ROCK** (hereinafter referred to as the "City") and **ARKANSAS MUSEUM OF FINE ARTS FOUNDATION** (hereinafter referred to as "AMFA").

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

WHEREAS, the City desires to promote all aspects of the arts that would benefit its citizens and residents; and

WHEREAS, AMFA's mission is to ensure that learning, inspiration and creative expression in the arts flourish in North Little Rock for people of all ages and backgrounds by developing, preserving and exhibiting outstanding permanent collections, offering a rich variety of art from other collections and presenting programs for the education and cultural benefit of the general public; and

WHEREAS, AMFA has requested funding from the City for the 2025 calendar year and has properly submitted its application in accordance with North Little Rock Finance Department ("NLR Finance") procedures and guidelines; and

WHEREAS, NLR Finance has reviewed and verified that AMFA has properly filed its quarterly and final performance reports for 2024 and has provided all requested documentation to the City; and

WHEREAS, the City supports AMFA and its programs which help to bring positive cultural experiences to our citizens and residents.

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.** AMFA will use the funds provided by the City for the programs more fully described in Exhibit A attached hereto and incorporated by reference ("Services").

2. **Term.** The term of this Agreement shall begin February 1, 2025 and end December 31, 2025.

3. **Consideration by the City of North Little Rock, Arkansas.** As consideration for the Services rendered by AMFA pursuant to this Agreement, the City will make two equal

payments to AMFA in the total amount of Thirty Five Thousand & 00/100 Dollars (\$35,000.00). The City shall pay the first payment of \$17,500.00 upon approval by official public action of the North Little Rock City Council. Contingent on the availability of funds, the second payment of \$17,500.00 shall be paid on or before August 1, 2025. If funds are unavailable, AMFA shall be given written notice of the termination of this Agreement prior to August 1, 2025.

AMFA and the City intend for, and estimate that, the amount of these payments is approximately equal to the cost of the Services provided to or for the benefit of the City by AMFA. In the event that either AMFA 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 contribution and/or the Services provided by AMFA 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 AMFA that it has the authority to enter into this Agreement, and the party signing for the City has been duly authorized. AMFA represents and warrants to the City that it has the authority to enter into this Agreement, and the party signing for AMFA has been duly authorized. This Agreement shall not be effective until approved by official public action of the North Little Rock City Council.

6. AMFA 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 commingle 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 \$42,921.00 and the employment of professionals, as that term has been defined by the City. (For procedural guidance in the expenditure of City funds, AMFA 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 30, 2026. A representative of AMFA 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, AMFA 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 payment 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.

**ARKANSAS MUSEUM OF FINE ARTS
FOUNDATION**

P. O. Box 2137
Little Rock, AR 22203-2137

By: _____
Devin Hancock
Foundation Relations & Grants Manager

**CITY OF NORTH LITTLE ROCK,
ARKANSAS**

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

By _____
Terry C. Hartwick, Mayor

ATTEST:

Diane Whitbey, City Clerk

EXHIBIT A

AMFA provides programs and services in the visual and performing arts, arts education, and studio art instruction for residents of and visitors to Central Arkansas, including North Little Rock. Many of our programs and services are free while some, such as studio classes and theatre performances, are offered at affordable rates. Residents of North Little Rock participate in or attend all facets of our offerings, from membership and theatre performances to studio art classes, artist talks, performing arts programs, and more. In 2025, North Little Rock residents can expect the following (narrative outlines publicly announced programs and services for 2025):

CHILDREN'S THEATRE AND PERFORMING ARTS:

An Unlikely Hero. January 18 – 26, 2025. Need a hero? In this inspiring play, young audiences will find one by learning the importance of harnessing your superpower and finding your way in the world. Written by Emilio Rodriquez, *An Unlikely Hero* is a joint production between AMFA, Metro Theater Company, and Trike Theater.

Dr. Seuss's *The Cat in the Hat*. March 15 – 29, 2025. Just in time for National Reading Month, experience the zany fun and timeless charm of Dr. Seuss's *The Cat in the Hat* live on stage. This high-energy production captures the essence of Dr. Seuss's classic story, featuring iconic characters, inventive puppetry, and acrobatic antics.

Flurffy + Friends. Seasonal. Meet Flurffy, the lovable pink dog and puppet-in-residence at AMFA who loves to explore new areas of the Museum grounds with a friend or two in tow. Designed by award-winning puppet artists and puppeteered by professional performers, *Flurffy + Friends* is a pop-up performance that leads our youngest guests through an immersive and interactive experience of puppetry, music, storytelling, and art to create memorable moments at the Museum for the whole family.

Concert Series. 2024 – 2025. AMFA will continue hosting an eclectic and exciting inaugural concert series presenting acclaimed performers and spanning multiple musical genres—from jazz, soul, and R&B to indie folk, Americana, and more. The Concert Series takes place in AMFA's Performing Arts Theater with the following shows scheduled in 2025:

- René Marie, January 30, 2025
- Cyrille Amiée, March 27, 2025
- The Love Light Orchestra feat. John Németh, April 30, 2025
- Bab L'Bluz, May 1, 2025

Sparkling Dialogue Through Drama. Bi-annually. This program uses the performing arts to start family conversations about socially relevant topics. Designed for adults and children to attend together, it can begin with a reading of a short play, poem, or performance piece and is followed by a discussion with a panel of artists and experts.

Partner Companies-in-Residence. Ongoing. Arkansas Cinema Society and Ballet Arkansas have joined forces to create dynamic programming for the community at AMFA. Arkansas Cinema Society offers opportunities to see films by emerging filmmakers and timeless classics, while learning about the filmmaking process and meeting professionals at events such as Filmland, a curated annual celebration of cinema. Ballet Arkansas is presenting vibrant repertoires of the classics, masterworks of American dance, and premieres of original works.

WINDGATE ART SCHOOL:

Studio Classes. Ongoing. AMFA will continue to offer 4-week and 8-week classes in drawing, painting, ceramics, glass, metals, woodworking, printmaking, performing arts and more for students of all ages and skillsets.

Studio Workshops. Ongoing. AMFA will continue to offer workshops like Art for Two, single- evening workshops for adults and one guest, and specialty offerings by rotating Artists-in- Residence and visiting artists.

Youth Studio Series. AMFA will continue to offer a wide range of visual and performing arts classes for rising K - 12th graders throughout the 2024-25 academic year and in the summer.

COMMUNITY ENGAGEMENT:

ArtStart. Weekly. A free weekly early reader program for the museum's youngest guests and their parents, grandparents, or caregivers. It combines children's books, artmaking, and theatre games, typically based on a current exhibition, Children's Theatre play, or a seasonal event.

Art Talks. Ongoing. These complement special exhibitions, artists-in-residence, the museum's permanent collection, and other creative events to offer adult audiences opportunities to hear and learn from scholars, artists, and museum professionals from around the world.

Art Together. Ongoing. Free guided tours for groups and individuals with specific accessibility needs. With the guidance of partners like the Arkansas Autism Foundation, Alzheimer's Arkansas, UAMS, University of Arkansas-Little Rock's (UA-Little Rock) ASL Interpreter Education Program, Solomon R. Guggenheim Museum, National Federation for the Blind-Arkansas, and World Services for the Blind, guests can enjoy artmaking and tours of the museum at dedicated times with specially trained docents and instructors.

Community Created. Ongoing. A free annual statewide outreach initiative for schools themed around a new signature artwork at AMFA each year. AMFA provides an art project to participating schools and supports collaboration towards completing it through

classroom resources, lesson plans, and workshops, plus the chance to earn professional development credits for teachers.

Creative Saturdays. Weekly. AMFA hosts free, hands-on art-making activities perfect for both kids and adults. Each week, the art making activity is different, so guests can always find new inspiration as they create in the Windgate Art School, tour of Harriet and Warren Stephens Galleries, or have fun playing with Flurffy, AMFA's puppet-in-residence.

64th Young Arkansas Artists Exhibition and Awards Program. May 17 – August 3, 2025. AMFA will continue to highlight the remarkable talent, creativity, and perspective of Arkansas students through this annual exhibition. This legacy program showcases artwork from kindergarten through high school in a wide range of media and techniques. The awards program kicks off the exhibition's run, and it includes family-focused museum tours, Flurffy + Friends, artmaking activities and more to celebrate the talent of the students and the dedication of their educators.

Docent Tours. Ongoing. Docent led tours offer groups and student groups a chance to discover AMFA's collection of international art, plus art installations and special exhibitions. Docents help participants perceive, analyze, and interpret; learn about materials, media, styles, and themes; use new vocabulary and descriptive language; and gain appreciation for societal, cultural, historical contexts from different artists, eras, and cultures.

Educators Advisory Board. Ongoing. This is a collaborative initiative comprised of educators, administrators, and staff—pre-K through university—from institutions across Central Arkansas to work with AMFA's arts educators to refine programs, convene resources, and share information. Members receive stipends and earn professional development credits.

The Back-to-School Event for Educators each August is a night of enriching programming and speakers to support teachers and their curriculum. Educators who attend this event are eligible to receive two hours of ADE credited professional development.

Teen Advisory Board. Ongoing. Members draw from schools across Central Arkansas and help AMFA establish connections with younger audiences. In turn, members learn about the museum field and careers in the arts while also hosting regularly Teen Takeovers where they lead studio demonstrations, curate art shows, guide gallery tours, and host theatre games and other activities for hundreds of local young people.