1	RESOLUTION NO
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3	A RESOLUTION TO AMEND LITTLE ROCK, ARK., RESOLUTION NO.
4	14,539 (APRIL 4, 2017) TO RATIFY, MODIFY AND EXTEND THE LEASE
5	TERM BETWEEN THE CITY OF LITTLE ROCK AND THE QUAPAW
6	QUARTER ASSOCIATION TO OPERATE CURRAN HALL AS A
7	TOURIST INFORMATION CENTER; AND FOR OTHER PURPOSES.
8	
9	WHEREAS, the City of Little Rock, Arkansas ("the City"), undertook the preservation of historic
10	Curran Hall, and after substantial work and agreements elected to operate it as a Tourist Information
11	Center for the City; and,
12	WHEREAS, pursuant to Little Rock, Ark., Resolution No. 12,419 (January 16, 2007), the City Board
13	of Directors authorized an Agreement between the City and the Quapaw Quarter Association for the
14	operation of a Tourist Information Center, and Resolution No. 13,118 (April 20, 2010) modified and
15	extended the lease term for an additional three (3) years, and Resolution No. 14,539 (April 4, 2017)
16	modified and extended the lease term for an additional three (3) years; and,
17	WHEREAS, the agreement has now expired but the City has continued to operate pursuant to the terms
18	of that agreement, and to formally ratify the actions taken by both parties pursuant to that agreement; and,
19	WHEREAS, with minor changes, the City wishes to enter into another agreement with the Quapaw
20	Quarter Association for operation of Curran Hall.
21	NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY
22	OF LITTLE ROCK, ARKANSAS:
23	Section 1. Section 1(e) of Little Rock, Ark., Resolution No. 14,539 (April 4, 2017), is hereby
24	amended to read as follows:
25	(e) The term of this Agreement shall include any previous years that the Agreement was extended
26	by month-to-month tenancy up to current effective date of December 31, 2019; and may be
27	extended in one (1)-year increments, provided no extension will occur if any party provides
28	forty-five (45) days written notice to the other parties that the agreement will terminate on
29	December 31st of the current operating year.
30	Section 2. The initial term of this agreement, attached as Exhibit A to this resolution, shall be from
31	January 1, 2020, to December 31, 2020.
32	Section 3. The Mayor, City Manager and City Clerk, are authorized to take any steps necessary to
33	execute an agreement for the operation of Curran Hall as a Tourist Information Center, provided the form
34	of such an Agreement shall be approved by the City Attorney, and shall be in substantially the same

language as that attached as Exhibit A to this resolution.		
Section 4. Severability. In the event any title, section, paragraph, item, sentence, clause, phrase, or		
word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or		
adjudication shall not affect the remaining portions of the resolution which shall remain in full force and		
effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of the		
resolution.		
Section 5. Repealer. All laws, ordinances, resolutions, or parts of the same that are inconsistent with		
the provisions of this resolution are hereby repealed to the extent of such inconsistency.		
ADOPTED: January 21, 2020		
ATTEST:	APPROVED:	
Susan Langley, City Clerk	Frank Scott, Jr., Mayor	
APPROVED AS TO LEGAL FORM:	•	
Thomas M. Carpenter, City Attorney		
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1	Exhibit A
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3	ESTOPPEL CERTIFICATE
4	(Management Agreement)
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6	City of Little Rock, Arkansas, ("City") a municipal corporation of the first-class duly organized in
7	accordance with Arkansas State Law, is modifying, and extending its Management Agreement lease term
8	between City, the Advertising and Promotion Commission of the City ("Commission") and the Quapaw
9	Quarter Association ("QQA"), a non-profit corporation duly organized pursuant to Arkansas State Law and
10	registered with the Office of Secretary of State. As a condition to this lease extension, the City has required
11	the execution of this Estoppel Certificate (the "Certificate").
12	The City is a party to a certain Management Agreement, ("Agreement") dated March 2, 2007, as
13	modified and extended by Resolution No. 13,118 adopted April 20, 2010, as further modified and extended
14	by Resolution No. 14,539 adopted April 4, 2017, pursuant to which the City and the Commission has
15	granted QQA certain rights to manage City real property and buildings located at 615 East Capitol Avenue,
16	and at the 6th and Ferry Streets, hereinafter referred to as "the Premises", but commonly known as "Curran
17	Hall" or the "Tate House".
18	The Commission has operated a Visitor's Information Center on the Premises, and the Premises were
19	restored through the cooperative efforts of the City, the Commission, and the Little Rock Visitor Foundation
20	('the Foundation'').
21	The City and the Commission entered into the Agreement with QQA to manage the Premises and to
22	operate them as a Tourist Information Center, a Mayor's Reception Hall for the City, and a Cultural
23	Heritage Tourism Center (collectively "TIC").
24	Therefore, as consideration for the City, the Commission, and QQA to extend the Agreement for an
25	additional two (2), one (1)-year increments the parties certify and represent to City as follows:

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- 1. The Agreement is in full force and effect, is valid and enforceable in accordance with its terms, and has not been terminated. There was a lapse in the Agreement between it being extended; however all parties agree that during that time the Agreement operated as a month to month Agreement, and other than exception the Lease has not been amended, modified or supplemented.
- 2. There are no other agreements or understandings, whether written or oral, between the City, the Commission, and the QQA with respect to the Agreement, or the managed premises other than during management extension periods the Agreement operated on a month-to-month Management Agreement.

1	3.	That the City, the Commission and the QQA are in compliance with the terms and provisions	
2		of the Agreement.	
3	4.	There are no outstanding obligations under the Agreement that remain unsatisfied, nor are the	
4		City, the Commission, or the QQA in default with respect to any obligations under the	
5		Agreement, including the payment of any monies owed to any party of the Agreement in	
6		accordance with the terms of the Agreement.	
7	5.	The undersigned has the authority to execute this Certificate.	
8	IN WITNESS WHEREOF, the undersigned hereby executes this Certificate as of		
9	2020, intending reliance hereon by the City, the Commission, and the QQA, including its successors and		
10	assigns	s.	
11	CITY	OF LITTLE ROCK, ARKANSAS, a municipal corporation	
12			
13	By:		
14	Name:		
15	Title:		
16			
17	Little F	Rock Advertising & Promotion Commission	
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19	Ву:		
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21	Quapa	w Quarter Association	
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23	By:		
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