

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH LITTLE ROCK AND NORTH LITTLE ROCK SCHOOL DISTRICT FOR TRANSPORTATION FOR THE CITY’S SUMMER YOUTH PROGRAM; AND FOR OTHER PURPOSES.

WHEREAS, Ark. Code Ann. §§ 25-20-101 et seq. (hereafter “the Interlocal Cooperation Act”) provides for interlocal cooperation agreements between various political subdivisions of the State of Arkansas; and

WHEREAS, the City of North Little Rock (“City”) provides a summer youth program (“Program”) for the benefit of school-aged children to provide recreational opportunities; and

WHEREAS, the North Little Rock School District (“NLRSD”) has recognized the need for the provision of recreational opportunities for school-aged children during the summer months and has advised the City of its willingness to assist in providing transportation for the Program at no cost to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor is hereby authorized to enter into an Interlocal Transportation Use Agreement between the City of North Little Rock and North Little Rock School District whereby the NLRSD will provide the City with bus transportation as part of the City’s summer youth program, said agreement being substantially similar in form and content as the agreement attached hereto as Exhibit “A”.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

ATTEST:

Joe A. Smith

Mayor Joe A. Smith *by AF*

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

C. Jason Carter

C. Jason Carter, City Attorney *by AF*

INTERLOCAL TRANSPORTATION USE AGREEMENT

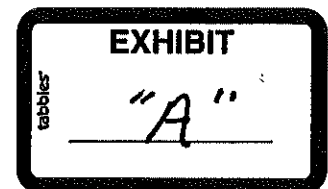
THIS INTERLOCAL TRANSPORTATION USE AGREEMENT ("Agreement") is entered into at North Little Rock, Arkansas, by and between the North Little Rock District, a public school district organized and operating pursuant to Arkansas law, ("District"), and the City of North Little Rock, a municipality organized and existing pursuant to Arkansas law ("City").

1. Scope. The District will provide City with bus transportation as detailed in the attached schedule, as part of the City's summer youth program ("Program"). Bus use will be limited to transporting school-aged children, with chaperones, who participate in the Program, during times agreeable to the District and City.

2. Permissible Users. Transportation is for the sole purpose of transporting school-aged children, with chaperones, who participate in the Program. The City will not charge a fee to riders for this service and will ensure only Program participants are allowed transportation.

3. Drivers. The bus will be operated by an employee of the District who is licensed to drive a school bus, who will report to the District Transportation Director or designee. Buses may be used under this agreement only if they are available at the times requested, and such use shall not impair regular school transportation. The District shall be the final authority as to the available buses and will provide City with two (2) days notice if busses will not be available per the schedule.

4. Expenses: The District will be responsible for all expenses related to the buses, including fuel and maintenance. The District will employ the Driver and maintain all insurance on the buses as required by law. The District will not be responsible for expenses associated with personnel or chaperones on the bus as part of the Program. Nothing in this section is intended to relieve City of its obligations under section 6, Liability.



5. District Policies. All District policies and procedures are applicable to all permitted users of the buses and the District may suspend a user's riding privileges for any violation.

6. Liability. City will provide for all proper safeguards, and shall assume all risks incurred, in performing City's services under this Agreement. City shall release the District, its Board of Directors, officers, agents, employees and contractors from and against all claims, damages, loss, costs, injuries, and expenses arising out of or relating to the services performed and/or materials furnished by City under the terms of this Agreement. By entering into this Agreement, neither party waives its tort immunity pursuant to Ark. Code Ann. § 21-9-301.

7. Entire Agreement; Modification. This instrument constitutes the entire Agreement between the parties with respect to the bus use. It may not be modified except by an agreement duly executed by both parties.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

9. Nonwaiver. No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

10. Headings. Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

11. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Arkansas.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

13. Time of Essence. Time is of the essence with respect to the performance of all obligations hereunder.

14. Board Approval. This Agreement is subject to the approval of and ratification by the District's Board of Directors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this _____ day of _____, 2017.

DISTRICT:

NORTH LITTLE ROCK SCHOOL DISTRICT

By: _____
Kelly Rodgers
Title: Superintendent

CITY:

CITY OF NORTH LITTLE ROCK

By: _____
Joe Smith
Title: Mayor

	Depart from Community Center	Return to Community Center	NLRSD to Supply	Community Center	Field Trip Location	Address	Comments
June 9, 2017	8:30 AM	2:00 PM	bus & driver	Glenview	Burns Park Fishing Derby	Covered Bridge & Funland	
June 9, 2017	8:30 AM	2:00 PM	bus & driver	Sherman Park	Burns Park Fishing Derby	Covered Bridge & Funland	
June 9, 2017	8:30 AM	2:00 PM	bus & driver	North Heights	Burns Park Fishing Derby	Covered Bridge & Funland	
June 9, 2017	8:30 AM	2:00 PM	2 bus & 2 driver	Rose City	Burns Park Fishing Derby	Covered Bridge & Funland	(Teen and Elementary)
June 15, 2017	11:30 AM	3:00 PM	bus & driver	Glenview	Altitude Trampoline Park	15707 Chenal Parkway, LR	
June 15, 2017	11:30 AM	3:00 PM	bus & driver	Sherman Park	Altitude Trampoline Park	15707 Chenal Parkway, LR	
June 15, 2017	11:30 AM	3:00 PM	bus & driver	North Heights	Altitude Trampoline Park	15707 Chenal Parkway, LR	
June 15, 2017	11:30 AM	3:00 PM	2 bus & 2 driver	Rose City	Altitude Trampoline Park	15707 Chenal Parkway, LR	(Teen and Elementary)
June 16, 2017	11:30 AM	3:00 PM	bus & driver	Rose City	Sherman Park Community Cent	(SHUTTLE)	Swimming
June 22, 2017	9:00 AM	2:00 PM	Bus & Driver	Glenview	North Heights Center	4801 Allen Street	
June 22, 2017	9:00 AM	2:00 PM	Bus & Driver	Sherman Park	North Heights Center	4801 Allen Street	
June 22, 2017	9:00 AM	2:00 PM	2 Bus & 2 Driver	Rose City	North Heights Center	4801 Allen Street	Teen & Elementary
June 23, 2017	11:30 AM	3:00 PM	bus & driver	Glenview	North Heights	4801 Allen Street	Swimming
June 23, 2017	11:30 AM	3:00 PM	bus & driver	Rose City	Sherman Park Pool	624 Beech Street	Swimming
June 28, 2017	11:30 AM	3:00 PM	bus & driver	Glenview	Joyland Skating Center	2020 S 2nd St. Cabot	
June 28, 2017	11:30 AM	3:00 PM	bus & driver	Sherman Park	Joyland Skating Center	2020 S 2nd St. Cabot	
June 28, 2017	11:30 AM	3:00 PM	bus & driver	North Heights	Joyland Skating Center	2020 S 2nd St. Cabot	
June 28, 2017	11:30 AM	3:00 PM	2 bus & 2 driver	Rose City	Joyland Skating Center	2020 S 2nd St. Cabot	Teen & Elementary
June 30, 2017	9:00 AM	3:00 PM	bus & driver	Glenview	North Heights		Swimming
June 30, 2017	9:00 AM	3:00 PM	bus & driver	Sherman Park	North Heights		Swimming
June 30, 2017	9:00 AM	3:00 PM	bus & driver	Rose City	North Heights	Teens & Elementary	Swimming
July 12, 2017	11:00 AM	3:00 PM	bus & driver	North Heights	Regal Cinemas	McCain Mall	
July 12, 2017	11:00 AM	3:00 PM	bus & driver	Sherman Park	Regal Cinemas	McCain Mall	
July 13, 2017	11:00 AM	3:00 PM	bus & driver	Glenview	Regal Cinemas	McCain Mall	
July 13, 2017	11:00 AM	3:00 PM	2 bus & 2 driver	Rose City	Regal Cinemas	McCain Mall	
July 14, 2017	11:30 AM	3:00 PM	bus & driver	Rose City	Sherman Park	Teens and Elementary	Swimming
July 20, 2017	11:30 AM	3:00 PM	bus & driver	Glenview	Rose City		
July 20, 2017	11:30 AM	3:00 PM	bus & driver	Sherman Park	Rose City		
July 20, 2017	11:30 AM	3:00 PM	bus & driver	North Heights	Rose City		
July 21, 2017	11:30 AM	3:00 PM	bus & driver	Glenview	North Heights		Swimming
July 21, 2017	11:30 AM	3:00 PM	bus & driver	Rose City	Sherman Park		
July 28, 2017	8:30 AM	3:00 PM	bus & driver	Glenview	Burns Park		
July 28, 2017	8:30 AM	3:00 PM	bus & driver	Sherman Park	Burns Park		
July 28, 2017	8:30 AM	3:00 PM	bus & driver	North Heights	Burns Park		
July 28, 2017	8:30 AM	3:00 PM	bus & driver	Rose City	Burns Park		
August 3, 2017	9:00 AM	3:00 PM	bus & driver	Glenview & Sherman	Rose City	Shuttle	
August 3, 2017	9:00 AM	3:00 PM	bus & driver	North Heights	Rose City		
August 4, 2017	8:30 AM	5:00 PM	buses & drivers	Glenview	Wild River Country	6820 Crystal Hill Road, NLR	
August 4, 2017	8:30 AM	5:00 PM	bus & driver	Sherman Park	Wild River Country	6820 Crystal Hill Road, NLR	
August 4, 2017	8:30 AM	5:00 PM	bus & driver	North Heights	Wild River Country	6820 Crystal Hill Road, NLR	
August 4, 2017	8:30 AM	5:00 PM	2 bus & 2 driver	Rose City	Wild River Country	6820 Crystal Hill Road, NLR	