

R-23- 143

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH LITTLE ROCK, THE CITY OF LITTLE ROCK, ARKANSAS, PULASKI COUNTY, ARKANSAS, AND THE PULASKI COUNTY BRIDGES PUBLIC FACILITIES BOARD FOR PURPOSES OF FUNDING THE OPERATION, MAINTENANCE, AND ENHANCEMENT OF THE PEDESTRIAN WALKWAY; AND FOR OTHER PURPOSES.

WHEREAS, Ark. Code Ann. §§ 25-20-101 *et seq.* provides for interlocal cooperation agreements between various political subdivisions of the State of Arkansas; and

WHEREAS, the City of Little Rock has acquired the Junction Bridge and the rights-of-way at the north and south ends of said bridge for public use, including use for pedestrian walkways between the cities of Little Rock and North Little Rock, and

WHEREAS, Pulaski County Bridge Public Facilities Board was created by Ordinance No. 02-OR-27 of the Pulaski County Quorum Court for the purposes of overseeing the construction and design of bridges in Pulaski County; and

WHEREAS, on July 14, 2003, the City Council adopted Resolution No. 6507, authorizing the Mayor to enter into an Interlocal Cooperation Agreement between the City of North Little Rock, the City of Little Rock, Pulaski County and the Pulaski County Bridges Public Facilities Board (collectively, "the Parties") to fund the conversion of the Junction Bridge to a pedestrian walkway; and

WHEREAS, the Parties believe it is in the public interest to enter into an Interlocal Agreement to assist in the renovation, operation, maintenance, and enhancement of the Junction Bridge for an additional twenty (20) years.

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 Agreement (substantially similar to Exhibit A attached hereto) on behalf of the City of North Little Rock with the City of Little Rock, Arkansas, Pulaski County, Arkansas and the Pulaski County Bridges Public Facilities Board for the purposes of funding the operation, maintenance, and enhancement of the pedestrian walkway between the cities of North Little Rock and Little Rock for an additional twenty (20) years.

SECTION 2: 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 AF*

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Fields

Amy Fields, City Attorney

FORMATTED AND REVIEWED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED	<u>10:50</u>	A.M.	__	P.M.
BY	<u><i>A. Fields, City Attorney</i></u>			
DATE	<u><i>7/18/23</i></u>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u><i>BT Whitbey</i></u>			



INTERLOCAL AGREEMENT

This Agreement is entered into as of this ____ day of _____, 2023, by and between Pulaski County, Arkansas (“the County”) and the cities of North Little Rock and Little Rock (“the Cities”), and the Pulaski County Bridges Public Facilities Board (“Public Facilities Board”), pursuant to the authority of Ark. Code Ann. §§25-20-101 *et seq.*, and will become binding on all parties upon ratification by the Quorum Court of Pulaski County, the Board of Directors of Little Rock, and the City Council of North Little Rock.

WITNESSETH:

WHEREAS, the City of Little Rock acquired the Junction Bridge (the “Bridge”) and the rights-of-way at the north and south ends of said bridge for public use, including use for pedestrian walkways between the Cities in 2001; and,

WHEREAS, the County and the Cities received funds from the Arkansas Highway and Transportation Department to convert the Junction Bridge to a pedestrian bridge; and,

WHEREAS, the Pulaski County Bridge Facilities Board was created by Ordinance No. 02-OR-27 of the Pulaski County Quorum Court for the purposes of overseeing the construction and design of bridges in Pulaski County; and

WHEREAS, the County, the Cities, and the Public Facilities Board entered into a contractual agreement on August 27, 2003 (the “Interlocal Agreement”), whereby resources are pooled to assist in the renovation, operation, maintenance, and enhancement of said Bridge; and

WHEREAS, the County, the Cities, and the Public Facilities Board believe that it is in the public interest to extend the Interlocal Agreement for another twenty (20) years, as set forth herein.

IT IS THEREFORE hereby agreed:

ARTICLE 1

BASIC TRANSACTION

1.1 Description of Property. The Junction Bridge, which was acquired by the City of Little Rock through donation, was transferred to the Public Facilities Board for public use. That in exchange for said transfer, the Public Facilities Board agrees to provide insurance on the property, and maintains said property. The ownership of the rights-of-way at the north and south ends of the bridge shall be retained by the City of Little Rock. (Exhibits A and B)

1.2 Costs of Maintenance. The County and the Cities shall share equally in any costs associated with the maintenance of the property, including specifically, but not limited to:

- a) Renovation, operation, routine maintenance, and enhancement costs;
- b) Costs of indemnification and defense of any claims, costs, liabilities, expenses (including, without limitation, court costs and attorney fees), or demands of any nature whatsoever or source for any defects or environmental problems, latent or obvious, discovered or undiscovered, in the Property conveyed;

- c) Any expense necessary to bring the property into compliance for dedication to public use, including, but not limited to, street improvements; drainage; plan approvals; design; architectural, engineering and planning services; and similar matters.

1.3 Control. The Cities and County agree that the Pulaski County Bridge Public Facilities Board, will oversee and control the renovation, operation, maintenance, and enhancement of the Bridge. In addition, the Cities and County agree the Public Facilities Board will oversee and control renovation, operation, maintenance, and enhancement of the rights-of-way located at the north and south ends of the bridge.

Because the Junction Bridge is a key link between the development of the riverfronts and the downtown redevelopment on both sides of the Arkansas River, the parties mutually agree that the Public Facilities Board should:

- a. Confer with the County Judge and the Mayors of Little Rock and North Little Rock regarding naming rights;
- b. Confer with the County Judge and the Mayors of Little Rock and North Little Rock if a dispute arises that cannot be resolved by the Board; and
- c. Provide an annual financial audit to the Pulaski County Judge, and the Mayors of Little Rock and North Little Rock.

ARTICLE 2

DURATION

2.1 Duration. The duration of this agreement shall be 20 (twenty) years, subject to extension by agreement of the parties.

2.2 Non-appropriation. Notwithstanding anything contained in this Agreement to the contrary, if the appropriate city or county governmental body fails to appropriate funds for subsequent periods within the terms of the Agreement, that entity shall not be obligated to make payments beyond the then-current fiscal appropriation period provided that once an appropriation is made, the entity is obligated to provide funds for that appropriation period.

ARTICLE 3
MISCELLANEOUS

3.1 Time is of the Essence. Time is of the essence of this Agreement.

3.2 Reversion. In the event this agreement should terminate, all property conveyed under this agreement shall revert to the ownership and control of the conveying party.

3.3 Entire Agreement. This instrument and the attached exhibits constitute the entire Agreement between the Buyer and the Seller and there are no agreements, understanding, warranties or representations except as set forth herein.

3.4 Governing Law. This Agreement has been signed and delivered in, and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Arkansas.

[Signatures on the Next Page]

Executed this _____ day of _____, 2023.

PULASKI COUNTY

CITY OF LITTLE ROCK

by: _____
Barry Hyde
County Judge

by: _____
Frank Scott Jr.
Mayor

CITY OF NORTH LITTLE ROCK

PULASKI COUNTY BRIDGE
PUBLIC FACILITIES BOARD

by: _____
Terry C. Hartwick
Mayor

by: _____
Missy Penor
Chair