

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 2017 SISTER CITY 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 Sister City Program ("Program") with Uiwang City, South Korea for the benefit of school-aged children to provide educational and cultural opportunities to interact with visiting students from Uiwang City; and

WHEREAS, the North Little Rock School District ("NLRSD") has recognized the need for the provision of educational and cultural 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.

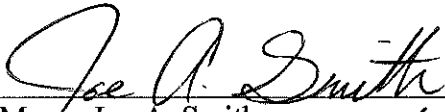
PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

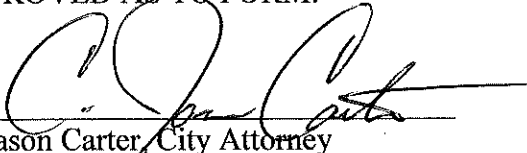
ATTEST:




Mayor Joe A. Smith *JS*

Diane Whitbey, City Clerk

APPROVED AS TO FORM:


C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/af

FILED <u>11:25</u> A.M. ___ P.M.
By <u>City Atty Carter</u>
DATE <u>2/3/17</u>
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas
RECEIVED BY <u></u>

INTERLOCAL TRANSPORTATION USE AGREEMENT

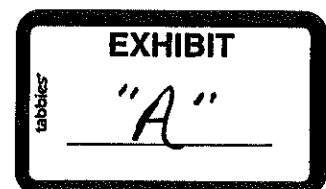
THIS INTERLOCAL TRANSPORTATION USE AGREEMENT ("Agreement") is entered into at North Little Rock, Arkansas, by and between the North Little Rock District, a public school district organized and operating pursuant to Arkansas law, ("District"), and the City of North Little Rock, a municipality organized 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 2017 North Little Rock/Uiwang City, South Korea Sister City 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



2017 North Little Rock/Uiwang City, South Korea
Sister City Bus Schedule

Monday, July 24th: Central Arkansas touring
9:45 a.m. to 4:30 p.m.

Tuesday, July 25th: Central Arkansas touring
9:15 a.m. to 3:30 p.m.

Wednesday, July 26th: Magic Springs and Crystal Falls in Hot Springs, AR
9:30 a.m. to 7:30 p.m.

Thursday, July 27th: Central Arkansas touring
8:45 a.m. to 5:30 p.m.

Friday, July 28th: Central Arkansas touring
9:15 a.m. to 4:00 p.m.

Monday, July 31st: Central Arkansas touring
8:30 a.m. to 3:30 p.m.

Tuesday, August 1st: Central Arkansas touring
9:15 a.m. to 2:30 p.m.