RESOLUTION NO. 2024 -___

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROGRAM AGREEMENT WITH BRYANT SENIOR ADULT CENTER, AND FOR OTHER PURPOSES

WHEREAS, The City of Bryant owns property at Bishop Park on Boone Road in Bryant, Arkansas;

WHEREAS, The City of Bryant provides recreational facilities in Bryant for the City's senior adults;

WHEREAS, The Bryant Senior Adult Center provides program administration and operation of numerous senior adult programs in Bryant;

WHEREAS, Providing recreational activities and services for the senior adults of the City of Bryant is an appropriate governmental function;

WHEREAS, The Bryant Senior Adult Center's access to the recreational facilities at Bishop Park on Boone Road to provide senior adult services and programs on behalf of the City of Bryant is an appropriate and beneficial use of that space and facilities to further the City's governmental interest and senior adult programs;

WHEREAS, The Bryant Senior Adult Center and the City's utilization and maximization of the space described in the attached Program Agreement (see Exhibit "A" attached hereto) benefits the City by maximizing senior adult access and senior adult activities with the least economic costs to the City.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BRYANT, ARKANSAS THAT:

Section 1. The Mayor and City Clerk are hereby authorized by the City Council for the City of Bryant, Arkansas to execute the attached Program Agreement for the Bryant Senior Adult Center, (see Exhibit "A") for the purposes stated in such agreement.

Section 2. 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 3. All resolutions and other matters in conflict with this resolution are hereby repealed to the extent of any inconsistency.

PASSED AND APPROVED this ____ day of _____, 2024.

APPROVED:

_____

Chris Treat, Mayor

ATTEST:

_____

Mark Smith, City Clerk

Exhibit A

Bryant Parks and Recreation Department
2025 Program Agreement

THIS AGREEMENT made and entered into on _____, 2024 by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at 6401 Boone Road, #2, Bryant, Arkansas (hereinafter called "THE CITY"), and Bryant Senior Adult Center, doing business at 6401Boone Road, Number 3, Bryant, Arkansas 72022 (hereinafter called "BSAC").

WITNESSETH WHEREAS, THE CITY owns property at Bishop Park on Boone Road in Bryant, Arkansas, and;

WHEREAS, the use of said property for the purpose of senior adult activities has been considered the best use of this property for recreational purpose to better service the citizens of Bryant, Arkansas;

WHEREAS, THE CITY provides RECREATIONAL facilities in Bryant, and;

WHEREAS, BSAC provides program administration and operations of the senior adult activities in Bryant;

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, the parties agree as follows:

THE CITY agrees to grant use of certain areas of the Bryant Community Center as outlined here, and pursuant to the terms contained in the separate contract entered into by the parties hereto, to BSAC for the operation of senior adult activities beginning on January 1, 2025 and ending on December 31, 2025.

The named property will be used by BSAC for special events and services for senior adults on the dates and times listed on the schedules as submitted to the BRYANT PARKS AND RECREATION DEPARTMENT (hereinafter, "the Department") by BSAC.

The general conditions of this program agreement will be:

1. BSAC will operate programs in accordance with nondiscrimination requirements of Title VI of the 1964 Civil Rights Act.

2. It is agreed that the program for which this agreement is written must be made available to the general public to join and participate in. It is also agreed that the party sponsoring any community recreation program will furnish and supply all expendable materials necessary for conducting the program.

3. It is further agreed that program personnel must adhere to all provisions of the Americans with Disabilities Act (ADA) that apply to a particular program.

4. Program personnel and participants agree to abide by all Federal, State, and Local laws in addition to all applicable policies of THE CITY.

5. It is understood that THE CITY will not be liable for any injuries incurred by participants who are participating in activities on or in THE CITY facility. BSAC shall indemnify and hold, the City of Bryant, its Departments, and all of its employees and officials harmless against losses, claims, causes of action, and liabilities on account of damage to property or injury to or death of persons arising out of negligent acts by BSAC, its agents, employees, or program participants.

6. It is agreed that the named facility, area, or property may not be assigned, subleased, rented, reserved or loaned to any other group, business, individual, or entity by BSAC without prior approval by THE CITY. No alterations, changes, or modifications to change the intended use may be made to facilities by BSAC, without first receiving written approval from THE CITY. BSAC must submit a detailed request in writing to the Department.

7. BSAC assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BSAC. If the repair is neglected for a long period of time, as determined solely by THE CITY, THE CITY will make the necessary repairs and bill BSAC.

8. BSAC must inspect facilities prior to each use. If damage is discovered to equipment or the facility that poses an immediate hazard or danger then BSAC must immediately notify the Department. Damaged equipment or facility that does not pose a danger or hazard should be discussed with the Department. BSAC must report any vandalism or theft to the Department within 24 (twenty-four) hours or next business day.

9. BSAC agrees to provide the Department with a schedule of any dates their participants will be at the named site. This schedule must include times and dates of the following: daily use, special events, work dates, etc. Dates and times must not conflict with the Community Center schedule.

Normal operation hours for the Department are:

8:00 AM – 5:00 PM Monday – Friday

Hours of the Bryant Community Center are:

6:00 AM - 8:00 PM Monday – Friday

8:00 AM – 6:00 PM Saturday

12:00 NOON – 6:00 PM Sunday

10. Two keys will be given to the Director of the BSAC. Duplicate keys shall only be given to responsible staff.

11. If requested by the Bryant Parks and Recreation Committee, BSAC agrees to provide a financial statement of the program(s) that this program agreement is written for if requested in writing separately of this agreement.

12. BSAC agrees to return this agreement signed by the appropriate persons, and any and all additional requested material.

13. BSAC agrees to provide a list of any bulk chemicals used and/or stored at the facility during their program agreement. This list must include a MSDS for each chemical listed and BSAC must ensure that each chemical is properly stored according to MSDS specifications. The Department must be made aware of the intention to use any form of chemical prior to its use or storage in the facility.

14. The DEPARTMENT reserves the right to utilize the facility outside of the BSAC hours of operation and programming. During these hours the DEPARTMENT will be allowed to use BSAC tables and chairs. The DEPARTMENT will prepare the space for normal BSAC programing after utilizing the space.

15. Additional conditions to be agreed upon not previously listed:

A. BSAC will control all litter by picking up litter their program creates. The litter must be placed in the proper receptacle by BSAC and then be removed on a regular basis by a contracted trash service.

B. BSAC will provide proper insurance for the programs they will be operating on city property. BSAC understands that their program participants are in no way covered by insurance by THE CITY. Proof of insurance shall be provided to THE CITY upon request.

C. BSAC are responsible for payment of all utilities (for budgetary purposes the utilities cost shall stay at the current level that the BSAC is using at their previous facility).

D. BSAC must contact the Department prior to any digging in the park area. The extensive underground wiring must be marked by the Department and One Call before any digging can begin. If this procedure is not followed and as a result any lines in the park are damaged, BSAC will be responsible to pay for the cost of any and all repairs to the damaged lines.

E. BSAC will submit contact person(s) for after-business-hour emergencies. List responsibility of the person submitted.

F. At the request of CITY, BSAC will remove all their equipment at the completion of this agreement period.

G. BSAC will ensure that their employees or participants do not attempt to operate equipment belonging to THE CITY.

Other specific agreements or assurance:

Permanent improvements to facilities will become property of THE CITY. Permanent fixtures include, but are not limited to all: concrete work, fences, underground installations, structural work, lighting fixtures, etc.

Non-permanent improvements will be retained by BSAC and include: appliances, equipment, concession equipment, portable buildings, and etc., which were purchased by BSAC.

For Annual Programs-

A program agreement must be signed annually in order to guarantee use of a facility or area. The signing of such agreement in no way binds the Parks and Recreation Department to notify BSAC of the need for a program agreement in the future. The responsibility to obtain an agreement to secure use of a particular facility and/or area for a specific time remains with the organization, group, or person wishing to use City of Bryant owned facilities and/or properties.

Bryant Parks and Recreation Department reserves the right to amend this agreement when it deems it necessary. BSAC may amend this agreement by the mutual assent of both parties. If this agreement is amended, it will be written and signed by both parties, and attached to this original agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their behalf and supersede any and/or all previous agreements, contracts, or leases.

Dated this ____ day of _____, 2024.

City of Bryant, A municipal Corporation, First Party,

_____, Mayor Chris Treat

Bryant Senior Adult Center, Second Party,

_____, Executive Director