Bryant Parks Committee

Bishop Park Administration Building - Conference Room

Date: December 10, 2024 - **Time:** 6:00 PM

Call to Order

Approval of Minutes

1. November 12 Parks Committee Meeting

- Minutes-ParksCommittee-November2024 (1).pdf

Associations / Club Reports

Director's Report

2. November Summary

- Parks Directors Report - December.pdf

Public Comments

Old Business

New Business

Parks and Recreation

3. Bryant Youth Association - 2025 Program Agreement

Annual Joint Use Agreement with Bryant Youth Association for use of space in Bishop Park Community Center for after school and summer care and youth programming.

- Bryant Youth Association Program Agreement 2025 (1).pdf

4. Bryant Senior Adult Center - 2025 Program Agreement

Annual Joint Use Agreement with Bryant Senior Adult Center for use of space in Bishop Park Community Center for senior adult programming.

- Senior Center Program Agreement 2025.pdf

5. Bryant Historical Society - 2025 Program Agreement

Annual Joint Use Agreement with Bryant Historical Society for use of the building located at 200 SW 3rd St. for the purpose of a historical museum.

- Bryant Historical Program Agreement 2025.docx.pdf

Committee Comments

Adjournments

Bryant Parks Committee Meeting
November 12, 2024 - 6:00 PM
Bishop Park Administration Building
6401 Boone Rd. Bryant, Arkansas

UNAPPROVED MINUTES

Call to Order - Richard McKeown at 6:00 PM

Committee Members Present - Richard McKeown, Renee Curtis, Lynn Farmer, Amanda Jolly, Chera Moore, Jason Whittington

Others Present - Parks Assistant Director Matt Martin, Communications Coordinator Jordan Reynolds and Bryant Athletic Association President Matt Orender.

Approval of Minutes

1. **September 10 Regular Parks Committee Meeting**

Motion to approve by Farmer, seconded by Jolly. Motion carried.

Finance Reports

2. **Parks 3rd Quarter Summary**

Cox gives the 3rd Quarter Finance Report showing revenues and expenses for January through September 2024. Revenues had come in 2.5% more than the budgeted amount for 9 months and Expenses were 2% less than budgeted.

Associations/Club Reports

3. **Bryant Athletic Association**

McKeown introduces Matt Orender, president of the Bryant Athletic Association. Orender informs the committee that this past year the BAA had almost 500 kids participating in youth recreational baseball, of which 175 participated in the Black Sox program. They also had 120 kids participating in youth football this Fall. The BAA also intends to replace the batting cage netting and pitching screens and L-screens, in partnership with the Bryant Parks Department.

Director's Report

4. **Parks October Summary**

Cox presents the summary of actions and activities from October, specifically highlighting that Fall sports have pretty much wrapped up so the grounds crew has overseeded ballfields with perennial rye grass; therefore fields will be closing for the next few months to rest the fields for next Spring. He also thanks the Bryant Police Department and Training Sergeant Michael McCabe for providing training for the entire Parks Staff in Civilian Response to Active Shooter

Events. Curtis asked how the Fall Fest numbers compared with years past and Cox informed that the numbers were up from 2023, even with some other local events competing with the event.

Public Comments

There were no Public Comments

Old Business

There was no Old Business

New Business

5. **Lakeside High School**

Cox presents the proposed annual joint use agreement with Lakeside High School Dive Team for use of Bishop Park Aquatic Center for dive practices. He informs the committee that this has been unchanged from the previous years agreements and asks for a recommendation to take to City Council for approval at the end of the month.

Motion to approve the agreement by Jolly, seconded by Moore. Motion passes.

Committee Comments

There were no Committee Comments

Adjournment

Motion to adjourn by Curtis, seconded by Whittington. Motion carried.

Bryant Parks and Recreation
Director's Report
December 2024

The following took place during the month of November:

- Inaugural Adult Pickleball league completed.
- Youth Volleyball league completed its season.
- Disc Golf glow league completed its season.
- Youth basketball league held team drafts and practice schedules were created. We have 713 participants on 93 teams.
- Annual sanding and re-screening of the Bishop Park Center gym floors completed over Thanksgiving Break
- Bryant Aquatic Center hosted Bryant High School Swim Meet on November 14th where 93 swimmers participated.
- Held lifeguard in-service to practice rescue skills.
- Winterized dog park for the winter season. Water is now off at the dog park but there is still accessible water at the restrooms.
- Winterized Mills Pool Bathhouse.
- Went back and overseeded again some areas at Midland Park that were worn from late season soccer play.
- Lake Charles was added to the Arkansas Game and Fish Commission Family and Community Fishing Program which includes regular stocking of the pond. Signs were installed with new regulations and information.
- Installed heaters in baseball and softball restrooms at Bishop Park. Those bathrooms are still currently open.
- Bishop Park hosted Mayor Treat's all-staff Town Hall at the Pavilion and Festival area on November 2nd.

Bryant Parks and Recreation Department
2025 Program Agreement

THIS AGREEMENT made and entered into on the _____ day of _____, 2024 by and between the City of Bryant Parks and Recreation Department, a department of the City of Bryant doing business at 210 S.W. 3rd Street, Bryant, Arkansas (hereinafter called "THE CITY"), and Bryant Youth Association, P.O. Box 129, Bryant, Arkansas (hereinafter called "BYA").

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 a youth program has been considered the best use of this property for recreational purpose to better service the citizens of Bryant, Arkansas; the property is the 12,000 square feet on the first and second floor of the North Section of the Community Center and #2 & #3 basketball courts in the Center Gymnasium.

WHEREAS, THE CITY provides and maintains certain recreational programs, facilities and parks in Bryant, and;

WHEREAS, BYA provides program administration and operations of the youth program 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 herein to BYA for the operation of youth programming beginning on January 1, 2025 and ending on December 31, 2025. The named property will be used by BYA for programs and events provided to the City and its youth.

1. For a period not to exceed fifty years, BYA shall be permitted to use, upon payment of an annual fee of $1.00 which also covers the cost of monthly utilities (i.e. electricity and water/sewer expense), said facilities in sole consideration for the programs and services BYA provides to the City's youth and to provide programs and services for its members. Such Programs and services shall be operated in accordance with such guidelines as BYA shall determine to be appropriate. THE CITY will provide maintenance of the facilities in like manner and consistent with the support extended to other associations operating on City property and for performance of programs and services, including building maintenance for normal wear and tear to the area of the Community Center utilized by BYA, the City agrees to allow BYA use of specified areas of the Community Center at Bishop Park, including utilities associated with said usage. Building maintenance by the City does not include repairs for property damage caused by BYA or its members.

2. Notwithstanding the foregoing, however, the annual use of the premises shall continue until notification as provided in Section 15 below is given to end the terms of this agreement.

3. BYA agrees to furnish the City with an annual report when requested illustrating the activities of the BYA on behalf of the City, no later than December 31, 2025. This report will illustrate and demonstrate how THE CITY funds have been utilized in furtherance of the programs of BYA.

4. BYA agrees to furnish the City with its annual audited financial statement when requested within 30 days of the annual financial statement's completion, per fiscal year this agreement is in place.

5. Notices and reports required or permitted herein shall be in writing to the Mayor or City Council and shall be deemed delivered when actually received by the parties at the addresses described below:

    A. Mayor, City of Bryant, 210 S.W.3rd Street, Bryant, AR 72022;
    B. Executive Director, Bryant Youth Association, P.O. Box 129, Bryant, AR 72089.

6. BYA shall maintain insurance in amounts required by federal or state laws and hereby agrees to indemnify and hold harmless the City from any claims, lawsuits, judgments, or settlements brought as a result of the performance of this Agreement or BYA's provision of services hereunder.

7. The parties agree that THE CITY shall have no authority to direct the day-to-day activities of any BYA's employees, shall have no authority over BYA's personnel decision, or the conduct of the services and programs provided to the youth of Bryant.

8. It is agreed that THE CITY has no financial interest in the business of BYA and shall not be liable for any debts or obligations incurred by the BYA, nor shall THE CITY be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the BYA, or profits earned or derived by the BYA, nor shall BYA at any time or times use the name or credit of THE CITY in purchasing or attempting to purchase any equipment, supplies, or other thing or things whatsoever.

9. BYA, in the performance of its operation and obligations hereunder, shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as THE CITY may from time to time request to indicate that BYA is an independent contractor. THE CITY does not and will not assume any responsibility for the means by which or manner in which service by BYA shall be wholly responsible therefore.

10. In the event any clause, phrase, provision, sentence, or part of this Contract or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Use Agreement as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional.

11. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

The general conditions of this program agreement will be:

1. BYA will operate programs in accordance to 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 the policies of THE CITY pertaining to parks and facilities.
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. BYA shall indemnify and hold THE CITY, the City of Bryant, and all of its employees 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 BYA, 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 BYA without prior approval by THE CITY for any rental, assignment or subleased for any period longer than five (5) hours.
7. No alterations, changes, or modifications to change the intended use may be made to facilities by BYA, without first receiving written approval from THE CITY. The BYA must submit a detailed request in writing to THE CITY.
8. BYA assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BYA. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill BYA.
9. BYA must inspect facilities prior to each use. If damage is discovered to equipment or the facility that poses an immediate hazard or danger then BYA must immediately notify THE CITY. Damaged equipment or facility that does not pose a danger or hazard should be discussed with THE CITY. BYA must report any vandalism or theft to THE CITY within 24 (twenty-four) hours or next business day.
10. Two keys will be given to the Director of the BYA. The BYA will provide the Parks Director with door codes and key fobs.
11. BYA agrees to return this agreement signed by the appropriate persons, and any and all additional requested material.

12. BYA agrees to provide a list of any bulk chemicals used and/or stored at the facility during their program agreement if applicable. This list must include a MSDS for each chemical listed and BYA must ensure that each chemical is properly stored according to MSDS specifications. THE CITY must be made aware of the intention to use any form of chemical prior to its use or storage in the facility.
13. Additional conditions to be agreed upon not previously listed:
    A. BYA will control all litter by picking up litter their program creates. The litter must be placed in the proper receptacle by BYA and then be removed on a regular basis by THE CITY contracted trash service.
    B. BYA will provide proper insurance for the programs they will be operating on city property. Proof of insurance must be attached to this program agreement. BYA understands that their program participants are in no way covered by insurance by THE CITY.
    C. BYA must contact THE CITY prior to any digging in the park area. The extensive underground wiring must be marked by THE CITY 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, BYA will be responsible to pay for the cost of any and all repairs to the damaged lines.
    D. BYA will submit contact person(s) for after-business-hour emergencies. List responsibility of the person submitted.
    E. At the request of THE CITY, BYA will remove all their equipment at the completion of this agreement period.
    F. BYA will insure that their employees or participants do not attempt to operate equipment belonging to THE CITY.
    G. THE CITY will notify the BYA 10 days prior to events scheduled during BYA programming hours that require courts #2 & #3.
    H. The BYA will give THE CITY 10 day notice when requesting using other space not outlined in this agreement.
    I. THE CITY will be responsible for clearing courts #2 & #3 for BYA programming. The BYA will assist THE CITY in set up of courts #2 & #3 for Parks Department programming at the conclusion of BYA programming.
    J. Either Party may terminate this Use Agreement by providing a 60 day written notice of its intent to not renew this agreement. Any such notice must be made 60 days but no more than 90 days prior to the end of any annual term of this agreement. Thus the period to notify a party's intent to cancel this agreement must be submitted in October of the calendar year for which the party wishes to terminate the agreement for the following fiscal year.

14. Other specific agreements or assurance:
    A. Permanent improvements to facilities and fields 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…
    B. Non-permanent improvements will be retained by BYA and include: appliances, equipment, concession equipment, portable buildings, and etc., which were purchased by BYA.

15. For Annual Programs-
    A. A program agreement must be signed annually in order to guarantee use of a facility or area. THE CITY will provide at least a 60 day notice prior to the end of the term of this agreement of the City's intent to cancel, modify or otherwise change the terms of this Use Agreement. Any changes in programs of uses by BYA will be provided to THE CITY via a written notice provided at least 30 days prior to any such change in program or use of the facilities governed under this Use Agreement. BYA shall notify THE CITY no later than 60 days nor more than 90 days prior to the end of any annual term of this agreement of BYA's intent to discontinue use of the facilities and/or its intent to vacate the facilities provided for herein.
    B. Either party may amend this agreement when deemed necessary, but any amendment, alteration or change in this agreement, other than as provided for in paragraph 15 above, will only be affective by the mutual assent of both parties and will be effective when reduced to writing 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.

CITY OF BRYANT, ARKANSAS	**BRYANT YOUTH ASSOCIATION**
_____	_____
Mayor Chris Treat	President
Attest:	
_____	_____
Mark Smith, City Clerk	Suzanne Passmore, Executive Director

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 insure 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

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, a department of the City of Bryant doing business at 210 S.W. 3rd Street, Bryant, Arkansas (hereinafter called "THE CITY"), and Bryant Historic Society, 200 SW 3rd, Bryant, Arkansas (hereinafter called "BHS").

WITNESSETH

WHEREAS, THE CITY owns property at 200 SW 3rd St. Bryant, Arkansas, and;

WHEREAS, the use of said property for the purpose of a historical museum has been considered the best use of this property for recreational purposes to better service the citizens of Bryant, Arkansas.

WHEREAS, THE CITY provides and maintains certain recreational programs, facilities and parks in Bryant, and;

WHEREAS, BHS provides program administration and operations of the historical education programs 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 200 SW 3rd as outlined herein to BHS for the operation of historical education programming beginning on January 1, 2025 and ending on December 31, 2025. The named property will be used by BHS for programs and events provided to the City.

1. For a period not to exceed fifty years, BHS shall be permitted to use, upon payment of an annual fee of $1.00 which also covers the cost of monthly utilities (i.e. electricity and water/sewer expense), said facilities in sole consideration for the programs and services BHS provides to the City. Such Programs and services shall be operated in accordance with such guidelines as BHS shall determine to be appropriate. THE CITY will provide maintenance of the facilities in like manner and consistent with the support extended to other associations operating on City property and for performance of programs and services, including building maintenance for normal wear and tear to 200 SW 3rd, the City agrees

to allow BHS use of 200 SW 3rd, including utilities associated with said usage. Building maintenance by the City does not include repairs for property damage caused by BHS or its visitors.

2. Notwithstanding the foregoing, however, the annual use of the premises shall continue until notification as provided in Section 15 below is given to end the terms of this agreement.

3. BHS shall maintain insurance in amounts required by federal or state laws and hereby agrees to indemnify and hold harmless the City from any claims, lawsuits, judgments, or settlements brought as a result of the performance of this Agreement or BHS's provision of services hereunder.

4. The parties agree that THE CITY shall have no authority to direct the day-to-day activities of any BHS's employees, shall have no authority over BHS's personnel decision, or the conduct of the services and programs provided.

5. It is agreed that THE CITY has no financial interest in the business of BHS and shall not be liable for any debts or obligations incurred by BHS, nor shall THE CITY be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the BHS, or profits earned or derived by the BHS, nor shall BHS at any time or times use the name or credit of THE CITY in purchasing or attempting to purchase any equipment, supplies, or other thing or things whatsoever.

6. BHS, in the performance of its operation and obligations hereunder, shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as THE CITY may from time-to-time request to indicate that BHS is an independent contractor. THE CITY does not and will not assume any responsibility for the means by which or manner in which service by BHS shall be wholly responsible therefore.

7. In the event any clause, phrase, provision, sentence, or part of this Contract or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Use Agreement as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional.

8. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

The general conditions of this program agreement will be:

1. BHS will operate programs in accordance to 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 the policies of THE CITY pertaining to parks and facilities.

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. BHS shall indemnify and hold THE CITY, the City of Bryant, and all of its employees 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 BHS, 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 BHS without prior approval by THE CITY for any rental, assignment or subleased for any period longer than five (5) hours.

7. No alterations, changes, or modifications to change the intended use may be made to facilities by BHS, without first receiving written approval from THE CITY. The BHS must submit a detailed request in writing to THE CITY.

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

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

10. Two keys will be given to the Director of the BHS. The BHS will provide the parks director with door codes and key fobs.

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

12. BHS agrees to provide a list of any bulk chemicals used and/or stored at the facility during their program agreement if applicable. This list must include a MSDS for each chemical listed and BHS

must ensure that each chemical is properly stored according to MSDS specifications. THE CITY must be made aware of the intention to use any form of chemical prior to its use or storage in the facility.

13. Additional conditions to be agreed upon not previously listed:
    A. BHS will control all litter by picking up litter their program creates. The litter must be placed in the proper receptacle by BHS and then be removed on a regular basis by THE CITY contracted trash service. If excessive litter must be picked up after 24 hours of the program by THE CITY, BHS will be charged $10 for each individual man hour worked.

    B. BHS will provide proper insurance for the programs they will be operating on city property. Proof of insurance must be attached to this program agreement. BHS understands that their program participants are in no way covered by insurance by THE CITY.

    C. BHS will pay for weather damage to water lines, pumps, etc. if the BHS requests that the water be turned on before THE CITY deems acceptable due to weather conditions.

    D. BHS must contact THE CITY prior to any digging in the park area. The extensive underground wiring must be marked by THE CITY 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, BHS will be responsible to pay for the cost of any and all repairs to the damaged lines.

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

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

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

14. Either Party may terminate this Use Agreement by providing a 60 day written notice of its intent to not renew this agreement. Any such notice must be made 60 days but no more than 90 days prior to the end of any annual term of this agreement. Thus, the period to notify a party's intent to cancel this agreement must be submitted in October of the calendar year for which the party wishes to terminate the agreement for the following fiscal year.

15. Other specific agreements or assurance:

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

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

16. For Annual Programs-

A. A program agreement must be signed annually in order to guarantee use of a facility or area. THE CITY will provide at least a 60 day notice prior to the end of the term of this agreement of the City's intent to cancel, modify or otherwise change the terms of this Use Agreement. Any changes in programs of uses by BHS will be provided to THE CITY via a written notice provided at least 30 days prior to any such change in program or use of the facilities governed under this Use Agreement. BHS shall notify THE CITY no later than 60 days nor more than 90 days prior to the end of any annual term of this agreement of BHS's intent to discontinue use of the facilities and/or its intent to vacate the facilities provided for herein.

B. Either party may amend this agreement when deemed necessary, but any amendment, alteration or change in this agreement, other than as provided for in paragraph 15 above, will only be affective by the mutual assent of both parties and will be effective when reduced to writing 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.

CITY OF BRYANT, ARKANSAS **Bryant Historical Society**

_____ _____

Mayor Chris Treat President

Attest:

_____

Mark Smith, City Clerk