

ORDINANCE NO. _____

AN ORDINANCE TO DECLARE IT IMPRACTICAL AND UNFEASIBLE TO BID; TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE ARKANSAS MUNICIPAL LEAGUE, IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED SEVENTY-EIGHT THOUSAND, ONE HUNDRED FIFTY-FOUR AND 76/100 DOLLARS (\$478,154.76); FOR THE PARTICIPATION OF THE CITY OF LITTLE ROCK, ARKANSAS, IN THE MUNICIPAL LEAGUE DEFENSE FUND FOR CERTAIN LITIGATION COSTS, EXPENSES AND COVERAGE, TO DECLARE AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the City of Little Rock, Arkansas, or its employees, are frequently named as defendants in cases brought pursuant to Federal or State Civil Rights Acts, and there is a cost involved with the defense of these matters as well as a potential liability should the City, or the employee, be found liable; and,

WHEREAS, instead of the purchase of an Annual Insurance Policy, the City has participated in an insurance pool of various local governments known as Municipal League Defense Program, which is administered through the Arkansas Municipal League; and,

WHEREAS, it is time to participate in the pool as provided by the formula adopted by the Arkansas Municipal League for the year 2024; and,

WHEREAS, current coverage for the City ends on December 31, 2023, and it is important to have this insurance in place on January 1, 2024.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE CITY OF LITTLE ROCK, ARKANSAS:

Section 1. The City Manager is authorized to enter into an agreement with the Arkansas Municipal League for participation by the City of Little Rock in the Municipal League Defense Program for the year 2024 in an amount not to exceed Four Hundred Seventy-Eight Thousand, One Hundred Fifty-Four and 76/100 Dollars (\$478,154.76).

Section 2. Because this is an insurance pool and not Liability Insurance, and the agreement with the Arkansas Municipal League enables the City to provide its own legal counsel for the litigation of these matters, the Board of Directors finds that it is impractical and unfeasible to bid for such an agreement.

Section 3. The City expressly reserves the right to terminate this agreement, without penalty, at any time during 2024 if, after a competitive selection process, the City determines a different method to provide such coverage that assures the City has ultimate control over litigation, can use the Office of the City Attorney for the trial of these matter if desired, and that any and all settlements will comply with the

1 provisions of Little Rock, Ark., Code § 2-241 (Ed. 1988), as amended by Little Rock, Ark., Ordinance No.
2 22,069 (November 16, 2021).

3 **Section 4.** Funds for this agreement are available in the General Fund, Account No. 100000-63630.

4 **Section 5. Severability.** In the event any title, section, paragraph, item, sentence, clause, phrase, or
5 word of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or
6 adjudication shall not affect the remaining portions of the ordinance which shall remain in full force and
7 effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of the
8 ordinance.

9 **Section 6. Repealer.** All ordinances, resolutions, bylaws, and other matters inconsistent with this
10 resolution are hereby repealed to the extent of such inconsistency.

11 **Section 7. Emergency Clause.** *The ability to have such coverage in place at all times is essential to*
12 *the public health, safety, and welfare, and therefore, an emergency is declared to exist, and this ordinance*
13 *shall be in full force and effect upon its passage so there is no question that the City is a part of this pool*
14 *on January 1, 2024.*

15 **PASSED: November 7, 2023**

16 **ATTEST:**

APPROVED:

17
18 _____
19 **Susan Langley, City Clerk**

18 _____
19 **Frank Scott, Jr., Mayor**

20 **APPROVED AS TO LEGAL FORM:**

21
22 _____
23 **Thomas M. Carpenter, City Attorney**

24 //

25 //

26 //

27 //

28 //

29 //

30 //

31 //

32 //

33 //

34 //

35 //

36 //