1	ORDINANCE NO	
2		
3	AN ORDINANCE TO DECLARE IT IMPRACTICAL AND UNFEASIBLE	
4	TO BID; TO AUTHORIZE PARTICIPATION OF THE CITY OF LITTLE	
5	ROCK, ARKANSAS, IN AN INSURANCE POOL ADMINISTERED BY	
6	THE ARKANSAS MUNICIPAL LEAGUE, IN AN AMOUNT NOT TO	
7	EXCEED FOUR HUNDRED SEVENTY-EIGHT THOUSAND, ONE	
8	HUNDRED FIFTY-FOUR AND 76/100 DOLLARS (\$478,154.76); FOR	
9	CERTAIN LITIGATION COSTS, EXPENSES AND COVERAGE, TO	
10	DECLARE AN EMERGENCY; AND FOR OTHER PURPOSES.	
10	DECLARE AN EMERGENCI, AND FOR OTHER TURI USES.	
12	WHEREAS, the City of Little Rock, Arkansas, or its employees, are frequently named as defendants	
13	in cases brought pursuant to Federal or State Civil Rights Acts, and there is a cost involved with the defense	
14		
15	WHEREAS, instead of the purchase of an Annual Insurance Policy, the City has participated in an	
16	insurance pool of various local governments known as Municipal League Defense Program, which is	
17	administered through the Arkansas Municipal League; and,	
18	WHEREAS, it is time to participate in the pool as provided by the formula adopted by the Arkansas	
19	Municipal League for the Year 2023; and,	
20	WHEREAS, current coverage for the City ends on December 31, 2022, and it is important to have this	
21	insurance in place on January 1, 2023.	
22	NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE CITY	
23	OF LITTLE ROCK, ARKANSAS:	
24	Section 1. The City Manager is authorized to enter into an agreement with the Arkansas Municipal	
25	League for participation by the City of Little Rock in the Municipal League Defense Program for the year	
26	2023 in an amount not to exceed Four Hundred Seventy-Eight Thousand, One Hundred Fifty-Four and	
27	76/100 Dollars (\$478,154.76).	
28	Section 2. Because this is an insurance pool and not liability insurance, and the agreement with the	
29	Arkansas Municipal League enables the City to provide its own legal counsel for the litigation of these	
30	matters, the Board of Directors finds that it is impractical and unfeasible to bid for such an agreement.	
31	Section 3. The City expressly reserves the right to terminate this agreement, without penalty, at any	
32	time during 2023 if, after a competitive selection process, the City determines a different method to provide	
33	such coverage that assures the City has ultimate control over litigation, can use the Office of the City	

1	Attorney for the trial of these matter if desired, and that any and all settlements will comply with the		
2	provisions of Little Rock, Ark., Code § 2-241 (Ed. 1988), as amended by Little Rock, Ark., Ordinance No.		
3	22,069 (November 16, 2021).		
4	Section 4. Funds for this agreement are available in Account No. 100000-63630.		
5	Section 5. Severability. In the event any title, section, paragraph, item, sentence, clause, phrase, or		
6	word of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudi-		
7	cation shall not affect the remaining portions of the ordinance which shall remain in full force and effect a		
8	if the portion so declared or adjudged invalid or unconstitutional was not originally a part of the 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, 2023.		
15	PASSED: November 1, 2022		
16	ATTEST:	APPROVED:	
17			
18 19	Susan Langley, City Clerk	Frank Scott. Jr., Mayor	
20	APPROVED AS TO LEGAL FORM:		
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23	Thomas M. Carpenter, City Attorney		
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