

**City of Fayetteville Staff Review Form**

**2019-0464**

**Legistar File ID**

**8/20/2019**

City Council Meeting Date - Agenda Item Only  
N/A for Non-Agenda Item

Connie Edmonston

7/31/2019

PARKS & RECREATION (520)

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

Resolution to approve the renewed agreement to manage Holcomb Elementary Gym by the City and Fayetteville School District.

**Budget Impact:**

Account Number		Fund	
Project Number		Project Title	
<b>Budgeted Item?</b>	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
<b>Does item have a cost?</b>	NA	Item Cost	
<b>Budget Adjustment Attached?</b>	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20180321

**Purchase Order Number:** \_\_\_\_\_

**Previous Ordinance or Resolution #** 74-94

**Change Order Number:** \_\_\_\_\_

**Approval Date:** 5-Jul-94

**Original Contract Number:** \_\_\_\_\_

**Comments:**



**MEETING OF AUGUST 20, 2019**

**TO:** Mayor and City Council  
**THRU:** Don Marr, Chief of Staff  
**FROM:** Connie Edmonston, Parks and Recreation Director  
**DATE:** July 31, 2019

**SUBJECT: Resolution to approve the renewed agreement to manage Holcomb Elementary Gym by the City and Fayetteville School District.**

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**RECOMMENDATION:**

Resolution to approve the renewed agreement to manage Holcomb Elementary Gym by the City and Fayetteville School District.

**BACKGROUND:**

The City signed an agreement in Resolution 74-94 on July 5, 1994 to assist the Fayetteville School District to jointly construct, own and operate a school gymnasium and neighborhood community center at the new elementary school named Holcomb to best serve the youth of Fayetteville. The City contributed \$100,000 and the School \$200,000 to build the gym. The duration of this agreement was for twenty-five (25) years.

**DISCUSSION:**

Parks and Recreation Staff met with Dr. John L. Colbert, Fayetteville Superintendent, and Dr. Megan Slocum, Associate Superintendent for Support Services to discuss renewing the agreement. A Joint Board consisting of one member appointed by the Mayor and one member by the Superintendent of Fayetteville Schools will administer the management, operation and maintenance of the Holcomb Gym. The School District has priority for scheduling the gym during school hours and events, the City has the next priority to schedule events, and neighborhood organizations are encouraged to utilize the gym. The duration of this agreement is ten (10) years with the option to extend this agreement for an additional ten (10) years if mutually agreed by both parties in writing.

Holcomb School is an example of our City partnering with the Fayetteville School District for over 25 years to combine funding and share resources to jointly provide a facility that benefits all our residents for a variety of uses including recreation and education.

**BUDGET/STAFF IMPACT:**

Through the City's annual contract with the Fayetteville Boys and Girls Club, Holcomb Gym is utilized by the Club for the youth basketball program, after-school program, and summer program. The Club provides maintenance and supervision during these events.

**Attachments:** Agreement

Parks/School Parks/Holcomb Gym

**RENEWED AGREEMENT TO MANAGE THE HOLCOMB ELEMENTARY  
GYM BY THE CITY OF FAYETTEVILLE, ARKANSAS  
AND FAYETTEVILLE SCHOOL DISTRICT NO. 1**

This Agreement is renewed effective August 6, 2019, between the City of Fayetteville, Arkansas and the Fayetteville School District No. 1 pursuant to A.C.A. § 25-20-104 (h) as well as other statutory and constitutional powers granted to cities and school districts.

**WHEREAS**, the City of Fayetteville and the Fayetteville School District pursuant to their agreement of July of 1994 jointly constructed and have jointly operated, managed and maintained Holcomb Elementary School's gymnasium/neighborhood community center; and,

**WHEREAS**, the City of Fayetteville has worked with and contracted with the Youth Center, Inc. (d/b/a Fayetteville Boys and Girls Club) for many years to assist in the operation and management of Holcomb Elementary School's gym when it is available for public use; and

**WHEREAS**, the City and the School District desire to extend this very successful cooperative agreement which is in the best interests of the students of the School District and citizens of Fayetteville for an additional ten (10) years with the right of either party to extend this agreement for another ten (10) year term.

**NOW, THEREFORE**, in consideration of the mutual promises and in the best interest of the citizens of Fayetteville and School District's students, the City of Fayetteville and the Fayetteville School District agree as follows:

(1) *Joint Board*

A Joint Board consisting of one member appointed by the Fayetteville Mayor and one

member appointed by the Superintendent of the Fayetteville School District shall have the responsibility for administering the joint undertaking of the management, operation and maintenance of the school gymnasium/neighborhood community center at Holcomb Elementary.

*(2) Use and Maintenance of Facility*

- (a) Normal cleaning of the facility will be the joint responsibility of the City and the School District in a cooperative manner to be recommended by the Joint Board.
- (b) The Joint Board shall provide for the orderly use of the facility with the School District having priority use of the facility during normal school hours and events, the City next having priority for scheduling of planned events primarily using the Fayetteville Youth Center, Inc. (operating as the Fayetteville Boys and Girls Club) to continue its decades long active and effective management of the facility in the best interests of Fayetteville's students and citizens. Neighborhood organizations are also encouraged to participate in the scheduling and utilization of the facility.

*(3) Duration*

The duration of this Renewed Agreement shall be ten (10) years (until August 5, 2029). Prior to August 6, 2029, both or either the School District or City of Fayetteville may extend the duration of this agreement for another ten (10) year term by notifying the other party in writing. If neither the School District nor City notifies the other party in writing of its intention to extend the term of this Renewal Agreement by August 5, 2029, this Renewal Agreement may be terminated by either party upon written notice to the other party. The Fayetteville School District will be relieved from any duties required by this Agreement and but shall then be responsible for

all cleaning, maintenance, operation and management of the gymnasium.

(4) Amendment

This Agreement may be amended by an approving vote of both the Fayetteville City Council and Fayetteville School Board. This Agreement is binding upon both parties and their successors and assigns.

In Agreement with all the terms, conditions and promises above and with proper legal authority to bind our institutions, we sign below.

**Fayetteville School District No. 1**

By: John L. Colbert, President

Date: 7/19/19

**City of Fayetteville**

By: \_\_\_\_\_  
**Lioneld Jordan, Mayor**

Date: \_\_\_\_\_

**ATTEST:**

By: Megan Stocum, Signature

Megan Stocum

**ATTEST:**

By: \_\_\_\_\_  
**Sondra E. Smith, City Clerk**

MICROFILMED

RESOLUTION NO. 74-94

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND THE FAYETTEVILLE SCHOOL DISTRICT NO. 1 TO JOINTLY CONSTRUCT A SCHOOL GYMNASIUM/NEIGHBORHOOD COMMUNITY CENTER.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the Mayor and City Clerk are hereby authorized to execute the Interlocal Cooperation Agreement between the City and the Fayetteville School District No. 1 to jointly construct a school gymnasium/neighborhood community center. A copy of the agreement is attached hereto marked Exhibit "A" and made a part hereof.

PASSED AND APPROVED this 5th day of July, 1994.

APPROVED:

By: Fred Hanna  
Fred Hanna, Mayor

ATTEST:

By: Sherry L. Thomas  
Sherry L. Thomas, City Clerk



**RESOLUTION  
AUTHORIZING THE EXECUTION OF  
INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
THE CITY OF FAYETTEVILLE, ARKANSAS  
AND  
FAYETTEVILLE SCHOOL DISTRICT NO. 1**

WHEREAS, Fayetteville School District No. 1 and the City of Fayetteville have explored the possibility of entering into a cooperative agreement for the construction of a school gymnasium/neighborhood community center on property owned by Fayetteville School District No. 1; and,

WHEREAS, Fayetteville School District No. 1 and the City of Fayetteville are of the belief that to cooperatively construct and operate a school gymnasium/neighborhood community center will best serve the needs of the youth of the District and the City and will be in the best interests of the patrons and taxpayers of the District and THE City; and,

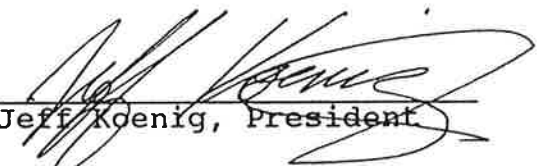
WHEREAS, Fayetteville School District No. 1 and the City of Fayetteville wish to enter into an Interlocal Cooperation Agreement in order to maximize and utilize available funds as well as OTHER resources to construct a school gymnasium/neighborhood community center.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF FAYETTEVILLE SCHOOL DISTRICT NO. 1:

The President and Secretary of the Fayetteville Board of Education are hereby authorized and directed to execute the Interlocal Cooperation Agreement between the City of Fayetteville, Arkansas and Fayetteville School District No. 1, a copy of which is attached hereto and made a part hereof.

ADOPTED this 14th day of June, 1994.

  
\_\_\_\_\_  
David Wilson, Secretary

  
\_\_\_\_\_  
Jeff Koenig, President

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
THE CITY OF FAYETTEVILLE, ARKANSAS  
AND  
FAYETTEVILLE SCHOOL DISTRICT NO. 1**

This AGREEMENT is made between the City of Fayetteville, Arkansas (City), a political subdivision of the State of Arkansas, and Fayetteville School District No. 1 (School District), a public agency as defined in A.C.A. §25-20-103, under the authority of Act 430 of 1967, codified at A.C.A. §25-20-102 et seq. (Repl. 1992) and known as the "Interlocal Cooperation Act", on the 5th day of July, 1994.

**WITNESSETH:**

**WHEREAS**, representatives of the City and the School District have met together to explore the possibility of a joint venture for the construction of a school gymnasium/neighborhood community center; and,

**WHEREAS**, representatives of the City and the School District have recommended that a school gymnasium/neighborhood community center which will be constructed, owned and operated jointly by the City and the School District will best serve the needs of the youth of Fayetteville.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES** of the parties contained herein and other good and valuable consideration the parties agree as follows:



**ARTICLE I**

**CREATION OF JOINT BOARD TO CONSTRUCT AND  
MANAGE THE SCHOOL GYMNASIUM/NEIGHBORHOOD  
COMMUNITY CENTER.**

There shall be created a Joint Board consisting of one member each of the governing body of the City and School District whose purpose shall be the responsibility for administering the joint undertaking of the construction, management, operation and maintenance of a school gymnasium/neighborhood community center. The Joint Board may appoint an administrator or administrators to act as their agent.

**ARTICLE II**

**CONSTRUCTION OF SCHOOL GYMNASIUM/NEIGHBORHOOD  
COMMUNITY CENTER.**

The school gymnasium/neighborhood community center constructed pursuant to this **AGREEMENT** shall be built on land owned by the School District. The location is as follows:

Crystal Springs Subdivision.

The school gymnasium/neighborhood community center shall be constructed in accordance with the design, plans, and specifications approved by the Joint Board, with the Joint Board acting as general contractor and supervisor for the project.

The parties shall seek to explore any and all possible contributions of labor and materials to the project in an effort to minimize project costs and increase the quality of the project to the community. Any contract necessary to be entered into to carry out this project shall be approved by the City Council and School Board upon recommendation of the Joint Board.

### ARTICLE III

#### FINANCING AGREEMENT

The City will contribute \$100,000.00 for the school gymnasium/neighborhood community center. The School District will contribute \$200,000 for the school gymnasium/neighborhood community center. Either party may contribute additional sums during the term of this agreement for any additions to the project approved by the Joint Board.

There shall be no obligation on the part of either the City Council or the School Board to provide additional funds in the event the sums contributed are inadequate to fund either construction or operation of the school gymnasium/neighborhood community center.

### ARTICLE IV

#### USE AND MAINTENANCE OF FACILITY.

Normal maintenance of the facility will be the joint responsibility of the City and the School Board in a cooperative manner approved by the Joint Board.

The Joint Board shall provide for the orderly use of the facility with the School District having priority use of the facility during normal school hours and events, the City next having priority for scheduling of planned events, and with neighborhood organizations encouraged to participate in the scheduling and utilization of the facility.

**ARTICLE V**

**DURATION.**

The duration of this AGREEMENT shall be twenty-five (25) years. At that time, the School District may purchase the City's proportionate interest in the school gymnasium/neighborhood community center building less improvements made to said building from funding sources other than the City and less depreciation, if any. Should the School District elect not to purchase the aforementioned proportioned interest of the City the parties may extend the duration of this agreement.

**ARTICLE VI**

**DISSOLUTION.**

In the event of termination of this AGREEMENT for any reason, prior to the duration of this agreement the School District may purchase the City's interest in this agreement in the manner set forth in Article V. Duration above and the City shall thereupon convey all of its rights, title, and interest in the real estate, if any, and improvements which are the subject of this agreement. Should the School District elect not to purchase such interest of the City, the net assets shall be sold and distributed proportionately to the City and School District or their respective assigns consistent with proportionate interests set forth in Article V. Duration above.

**ARTICLE VII**

**AMENDMENT.**

This AGREEMENT may be amended by the approving vote of the City Council and School Board.

**ARTICLE VIII**

**BINDING AGREEMENT.**


This AGREEMENT shall be binding upon the parties hereto, their successors, and assigns.

CITY OF FAYETTEVILLE, ARKANSAS

By: 

Fred Hanna, Mayor

ATTEST:

  
Sherry L. Thomas, City Clerk

FAYETTEVILLE SCHOOL DISTRICT NO. 1

By: 

Jeff Koenig, President

ATTEST:

  
David Wilson, Secretary