

City of Fayetteville Staff Review Form

2017-0216

Legistar File ID

5/2/2017

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

Don Marr

4/14/2017

Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a contract with the University of Arkansas (Razorback Transit) regarding public transit services within the City of Fayetteville including four additional one year renewals.

Budget Impact:

2100.410.4100-5728.00		Street	
Account Number		Fund	
40901.4005		Outside Agencies Funding	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 250,000.00
		Funds Obligated	\$ 62,500.00
		Current Balance	\$ 187,500.00
Does item have a cost?	Yes	Item Cost	\$ 187,500.00
		Budget Adjustment	
Budget Adjustment Attached?	No	Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution # 101-12

Original Contract Number:

Approval Date:

Comments:

MEETING OF MARCH 21, 2017

TO: Mayor Lioneld Jordan and Fayetteville City Council

THRU: Mayor Lioneld Jordan
Kit Williams, City Attorney

FROM: Don Marr, Chief of Staff

DATE: Friday, April 14, 2017

SUBJECT: **Contract with the University of Arkansas, Fayetteville – Razorback Transit for fixed route public transit services within the City of Fayetteville**

RECOMMENDATION:

The City Staff and Administration recommend on behalf of the Mayor's Office that the City Council pass a resolution and approve the attached agreement for fixed route public services within the City of Fayetteville to be provided by the University of Arkansas, Fayetteville – Razorback Transit.

BACKGROUND:

The City of Fayetteville had a prior contract with the University of Arkansas, Fayetteville – Razorback Transit to provide fixed route public transit services within the city limits of Fayetteville that was last approved May 15, 2012 via City Council Resolution 101-12. Recently, the City became aware the current contract is expired and a new contract would be required in order to pay invoices for services in 2017. The City Council approved funding these services as part of the 2017 adopted budget (Resolution 218-16).

DISCUSSION:

This contract period will cover the period of January 01, 2017 through December 31, 2017 and the contract will automatically renew and extend for up to an additional four one-year terms if the City's budget containing funding for the service is approved by the City Council for the next year and the University of Arkansas Fayetteville agrees to continue the service.

The specific details of the contract including reporting and payment terms are included. This contract includes an item, originally added in 2012, which specifically states that should the University of Arkansas, Fayetteville or its transit unit receive new or additional funding from a local sales tax, both parties shall meet to determine whether this agreement should be mutually terminated or amended because of this new funding source. The City may elect to discontinue funding called for in this contract and terminate this contract without penalty if a new or additional local sales tax provides at least \$50,000 annualized funding to Razorback Transit.

BUDGET/STAFF IMPACT:

The City Council approved \$250,000 in the 2017 Budget for these services.

Attachments:

Staff Review Form

Staff Review Memo

Contract for Services between the University of Arkansas and City of Fayetteville

Resolution 101-12



Contract for Services
Between the City of Fayetteville, AR
And the University of Arkansas
Term: One year with four one year renewals

This agreement is entered into on this _____ day of _____, 2017 between the City of Fayetteville, hereinafter known as the "City" and the Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas, Fayetteville — Razorback Transit, hereinafter known as "UAF", an Arkansas governmental unit.

WHEREAS, the City has determined that a public need exists for fixed route public transit services within the city limits of Fayetteville.

WHEREAS, UAF has developed a fixed route public transit service within the city limits.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and UAF agree as follows:

1. This agreement continues the previous contract entered into on January 15, 2008 and shall cover the period of January 1, 2017 through December 31, 2021 unless terminated or amended pursuant to ¶ 18.
2. UAF agrees to develop, operate and maintain a fixed route public transit system and allow Fayetteville residents free use of the same system. UAF reserves the right to refuse service to anyone for violation of transit service rules. UAF reserves the right to determine the route structure of the transit system.
3. UAF agrees to provide written annual reports to the City that describe the activities undertaken during the preceding period concerning its public transit system and also report on the following performance measure: estimated number of passengers by route. The annual reports to be submitted to the Project Coordinator as soon as practical after the end of the year. The data will be reported for the current year and prior year.
4. UAF agrees to make available all records pertaining to public transit fixed route and paratransit service, except those restricted by federal regulations, for review by the City and City auditors as requested. UAF agrees to comply with the Arkansas Freedom of Information Act as applicable.
5. For the purpose of the Agreement, the Project Coordinator for the City will be the Mayor or his/her designee. The Project Coordinator for UAF will be the UAF Transit and Parking Director or his/her designee. Communications pertaining to this agreement will be through the respective Project Coordinators for the City and UAF.
6. **Terms of performance.** The term of performance for this agreement will expire December 31, 2017 but will automatically be renewed and extended for up to an additional four one- year terms if the City's budget containing funding for the service is approved by the City Council for the next year and the UAF agrees to continue the service.
7. **Budget.** The City agrees to pay UAF and UAF agrees to accept as payment in full for its services \$250,000 for 2017. The amounts to be paid for services in future budget years are dependent on the amounts appropriated by City Council for each budget year. It is understood that a reduction in City funding may require a reduction in transit service. Payments shall be made on a quarterly basis.
8. UAF shall provide and maintain in force at all times during the term of the agreement, for its own employees, coverage for worker's compensation to the extent required by law.

9. UAF shall render to the City a Request for Payment at the end of each quarter and the City will pay the invoice within thirty (30) calendar days of receiving the invoice.
10. Notices. All notices required or permitted under this agreement will be submitted in writing to the other party in this agreement by personal delivery or the address below, or by certified mail, return receipt requested, in which case notice will be effective three (3) business days after deposit therein address to the following:

Mayor
City of Fayetteville, AR
113 Mountain
Fayetteville, AR 72701

Transit & Parking Director
University of Arkansas
155 S. Razorback Road ADSB 131
Fayetteville, AR 72701

11. Neither party may assign any of its rights or obligations under this agreement without the express written consent of the other, nor shall this agreement be construed to bestow any rights or benefits upon anyone other than UAF and the City.
12. The parties agree and understand that this Agreement is exclusive of any and all other agreements, and that it in no way alters, amends or abridges any rights, obligations or duties of the parties contained in such agreements.
13. A waiver by either party of any of the terms or conditions herein shall be limited to that particular instance and shall not be construed as a general waiver of any other breaches by either party.
14. This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this agreement shall be valid unless made in writing and signed by the duly authorized agents of UAF and the City.
15. Severability. Each paragraph of this agreement is severable from all other paragraphs. If any paragraph or subparagraph is found to be invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.
16. Interpretation. The contract shall be interpreted according to and enforced under the laws of the State of Arkansas, in Washington County.
17. **Non -Appropriation.** The parties recognize that performance of the Agreement by UAF may be dependent in whole or in part upon the appropriation of state or federal funds. If a state or federal legislative body fails to appropriate the necessary funds, then by written notice to City, UAF may cancel all or the remaining portion of the Agreement without further duty or obligation. In the event that this agreement must be terminated prior to the end of the term pursuant to this clause, the amounts due to UAF by City shall be prorated. The parties recognize and understand the appropriation is a legislative act and is beyond the control of UAF.
18. If the UAF or its transit unit receives new or additional funding from a local sales tax, both parties shall meet to determine whether this agreement should be mutually terminated or amended because of this new funding source. The City may elect to discontinue funding called for in this contract and terminate this contract without penalty if a new or additional local sales tax provides at least \$250,000.00 annualized funding to Razorback Transit.

IN WITNESS WHEREOF, we have hereunto set our hands on the date first written above.

UNIVERSITY OF ARKANSAS

CITY OF FAYETTEVILLE, AR

By: 
VICE CHANCELLOR
FINANCE & ADMINISTRATION

By: _____
LIONELD JORDAN, MAYOR

Printed Name: Tim O'Donnell

ATTEST:

ATTEST:

By: _____

By: _____
Sondra E. Smith, City Clerk, Treasurer

Printed Name: _____

Title: _____

RESOLUTION NO. 101-12

A RESOLUTION APPROVING A CONTRACT WITH THE UNIVERSITY OF ARKANSAS (RAZORBACK TRANSIT) IN AN ANNUAL AMOUNT OF \$50,000.00 REGARDING PUBLIC TRANSIT SERVICES WITHIN THE CITY OF FAYETTEVILLE

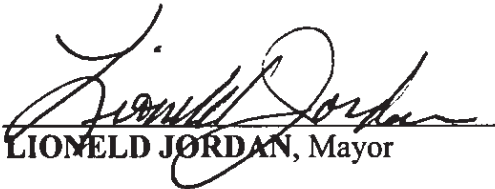
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with the University of Arkansas (Razorback Transit), a copy of which is attached as Exhibit "A", in an annual amount of \$50,000.00 regarding public transit services within the City of Fayetteville.

PASSED and APPROVED this 15th day of May, 2012.

APPROVED:

By:


LIONELD JORDAN, Mayor

ATTEST:

By:


SONDRA E. SMITH, City Clerk/Treasurer

