

City of Fayetteville Staff Review Form

2022-0684

Legistar File ID

8/16/2022

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

Brian Pugh

7/28/2022

RECYCLING/TRASH COLLECTION (750)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Resolution authorizing an amendment to the Contract for Service with the Boston Mountain Solid Waste District for an education position utilized in the Recycling and Trash Collection Division and approving an option to renew for an additional 3 months.

Budget Impact:

5500.750.5060-5342.00

Recycling and Trash Collection

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Current Budget \$ 139,578.00

Funds Obligated \$ 116,876.87

Current Balance \$ 22,701.13

Does item have a cost? Yes

Item Cost \$ 9,500.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 13,201.13

V20210527

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF AUGUST 16TH, 2022

TO: Mayor and City Council

THRU: Peter Nierengarten, Environmental Director

FROM: Brian Pugh, Waste Reduction Coordinator

DATE: July 28th, 2022

SUBJECT: Resolution authorizing an amendment to the Contract for Service with the Boston Mountain Solid Waste District for an education position utilized in the Recycling and Trash Collection Division and approving an option to renew for an additional 3 months.

RECOMMENDATION:

Recycling and Trash Collection Division staff recommends approval of a resolution authorizing an amendment to the Contract for Service with the Boston Mountain Solid Waste District for an education position utilized in the Recycling and Trash Collection Division and approving an option to renew for an additional 3 months.

BACKGROUND:

The City has had an ongoing contract with the BMSWD since 2013 to fund a Recycling Educator position for 20 hours per week that provides the community with waste reduction, recycling and compost information to improve the public's knowledge and participation in the City's waste diversion efforts.

DISCUSSION:

In September 2022 a U.S. Department of Agriculture Community Compost and Food Waste Reduction Program grant will expire. The grant, approved with Resolution 235-20, also provided for 20 hours of an educator position which will no longer be available. Staff would like to amend an existing contract with BMSWD, Resolution 265-20, to account for an additional 20 hours per week for an educator position making it a full-time position for the rest of 2022.

BUDGET/STAFF IMPACT:

The City shall pay \$9,500 for the remaining three months of 2022 (October through December) with funds available in 5500.750.5060-5342.00.

Attachments:

Contract for Service amendment proposal from BMSWD
Boston Mountain Educator Contract Amendment #1



CONTRACT AMENDMENT FOR SERVICE

Background:

The Boston Mountain Regional Solid Waste Management District (District) and the City of Fayetteville, Arkansas currently have a Contract for Service for a part-time educator for the full 2022 calendar year. Additionally, this educator is providing additional education and outreach focused on Food Waste Composting for the first three quarters of 2022 in relation to USDA Grant received by the City. The City would like to continue the education and outreach program related to composting for the remainder of 2022.

The Boston Mountain Regional Solid Waste Management District (District) and the City of Fayetteville, Arkansas agree to enter into the following agreement to provide a continuation of environmental education and outreach in the City of Fayetteville for the fourth quarter of 2022 (October- December).

The Environmental Educator is to be provided by the District. The District has the resources available to provide public education and community outreach relating to solid waste management and waste minimization education in Fayetteville.

It is agreed by the District and the City of Fayetteville as follows:

The District shall:

1. Provide waste reduction and waste minimization education to citizens of the City of Fayetteville.
2. Prepare and present education programs to Fayetteville's citizens on services and programs available to them related to solid waste management, including recycling and composting.
3. Provide an environmental educator that will perform at least 150 additional hours of environmental education for the City.
4. The environmental educator will be an employee of Boston Mountain Solid Waste District. The District agrees to indemnify and hold harmless, to the extent such is not in conflict with immunities provided for by state law, the City of Fayetteville and all its officers and officials from any claims, of whatever nature, relating to the employment of the environmental educator.
5. Continue education services set forth in Appendix A of USDA Composting Grant.

The City of Fayetteville shall:

1. Pay for this service will be the sum of \$9,500.



This contract shall be in effect for October- December 2022 only.

All provisions of this agreement are contingent on annual budget authority granted by the City Council of the City of Fayetteville, Arkansas.

Signatures:

BOSTON MOUNTAIN REGIONAL SOLID WASTE
MANAGEMENT DISTRICT

CITY OF FAYETTEVILLE, ARKANSAS

MAYOR DOUG SPROUSE
BOARD CHAIRMAN

MAYOR LIONELD JORDAN

DATE

DATE

**AMENDMENT # 1 TO CONTRACT FOR ENVIRONMENTAL
EDUCATION AND OUTREACH SERVICES**

On this _____ day of _____, 2022, Boston Mountain Regional Solid Waste Management District (“District”) and the City of Fayetteville, Arkansas (“City”) agree to amend their contract for environmental education and outreach services in the City of Fayetteville.

WHEREAS, on October 20, 2020, the District and the City entered into a contract for the provision of environmental education and outreach services; and

WHEREAS, the grant the City received from the United States Department of Agriculture to fund a portion of the cost of the educator position will expire on September 30, 2022; and

WHEREAS, the Parties wish to amend the contract and provide for payment to the District for a full-time educator through December 31, 2022, with an option to extend for an additional three months at which time the Parties may further extend the contract through the full term of the original agreement.

IT IS, THEREFORE, agreed by the Boston Mountain Regional Solid Waste Management District and the City of Fayetteville, Arkansas, as follows:

1. Term.

This amended contract shall begin on October 1, 2022 and shall end on December 31, 2022. The City shall have the option to renew the contract for an additional three month period through March 31, 2023 by providing written notice to the district on or before November 30, 2022.

The Parties shall have the option to extend the contract by mutual agreement entered into at least thirty (30) days prior to the expiration of the then current term for the following additional terms:

- April 1, 2023 – December 31, 2023
- January 1, 2024 – December 31, 2024
- January 1, 2025-December 31, 2025

2. Scope of Services and Schedule of Deliverables.

The District shall provide the services set forth in Appendix A for the initial two terms of the amended contract (October 1, 2022 – December 31, 2022 and January 1, 2023 – March 31, 2023). The scope of services for any term beyond March 31, 2023 shall be determined by written agreement of the City and District at least thirty (30) days prior to the end of the then current term.

3. Consideration

The City shall pay the sum of \$9,500.00 for the October 1, 2022 – December 31, 2022 term of the amended contract (as well as the January 1, 2023 – March 31, 2023 term if the City exercises

its option to extend) as consideration for the District's provision of services set forth in Appendix A. Thereafter, the Parties shall determine by written agreement the consideration for services provided for any term after March 31, 2023.

All provisions of this agreement are contingent on annual budget authority granted by the City Council of the City of Fayetteville, Arkansas.

4. Amendments

Changes, modifications or amendments to the scope, price or fees dictated by this Contract shall not be allowed without a written Contract amendment approved by the City and the district in advance of the change.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set by their authorized representative effective the date set forth hereinabove.

**CITY OF FAYETTEVILLE,
ARKANSAS**

**BOSTON MOUNTAIN REGIONAL SOLID
WASTE MANAGEMENT DISTRICT**

By: _____
LIONELD JORDAN, Mayor

By: _____
**Mayor Doug Sprouse,
Board Chairman**

ATTEST:

WITNESS:

By: _____
KARA PAXTON, City Clerk Treasurer

By: _____