

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

5/15/2012

City Council Meeting Date
Agenda Items Only

Don Marr, Chief of Staff
Submitted By

Mayor's Administration
Division

Chief of Staff
Department

Action Required:

Resolution to approve a contract with Razorback Transit for Public Transit Services within the City of Fayetteville..

\$ 50,000.00
Cost of this request

\$ 50,000.00
Category / Project Budget

Outside Agency Funding
Program Category / Project Name

1010.6600.5728.00
Account Number

\$ -
Funds Used to Date

Program / Project Category Name

Project Number

\$ 50,000.00
Remaining Balance

Fund Name

Budgeted Item

Budget Adjustment Attached

Don Marr
Department Director 4/26/12
Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Paul Skelly
City Attorney 4-26-12
Date

Original Contract Number: _____

Paul a. Beck
Finance and Internal Services Director 4-26-2012
Date

Received in City Clerk's Office 04-26-12 P02:50 RCVD
UM

Don Marr
Chief of Staff 4-27-12
Date

Received in Mayor's Office
ENTERED 4/26/12 7:11

Donnell Jordan
Mayor 4/27/12
Date

Comments:



City Council Meeting Date:
May 15, 2012

City Council Agenda Memo

To: Mayor and Members of the City Council

From: Don Marr, Chief of Staff *DM*

Thru: Mayor Jordan *JJ*
Kit Williams, City Attorney *Kit*

Date: April 27, 2012

Subject: Contract with 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 of the City of Fayetteville, AR, pass a resolution and approve a contract of \$50,000 for fixed route public transit 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 January 15, 2008. The City became aware that the contract expired on 12/31/2011 and a new contract would be required in order to pay invoices for services in 2012. The City Council approved funding these services as apart of the 2012 Budget approval. This contract period will cover the period of January 1, 2012 and December 31, 2012; and the contract will automatically renew and extend for up to an additional three 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 (reporting, payment terms, etc.) are included. This contract has a new contract item (item #18) 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. This clause was added because of the unknown nature of the upcoming public transit tax vote, and the distribution of funds by the Quorum Court of Washington County.

The City attorney's office drafted the contract in coordination with the UAF Transit management staff and review by the University legal team. Two signed copies of the contract have been submitted to the City and will be signed by the Mayor pending City Council approval.

Budget:

The City Council approved \$50,000 in the 2012 Budget approval for these services.

RESOLUTION NO. _____

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:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

CITY OF FAYETTEVILLE CONTRACT FOR SERVICES

This agreement is entered into on this 18 day of April, 2012 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", and 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:

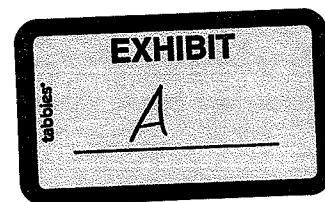
1. This agreement continues the previous contract entered into on January 15, 2008 and shall cover the period of January 1, 2012 through December 31, 2012 unless terminated or amended pursuant to ¶ 18.

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, 2012 but will automatically be renewed and extended for up to an additional three 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 \$50,000.00 for 2012. 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.

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 of \$12,500.00 within thirty days of receiving the invoice in the City's Accounting Division.

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) days after deposit therein address to the following:

Mayor
City of Fayetteville
113 W. 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 breeches 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.


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 \$50,000.00 annualized funding to Razorback Transit.

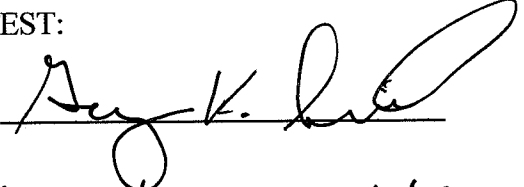
IN WITNESS WHEREOF, we have hereunto set our hands on the date first written above.

UNIVERSITY OF ARKANSAS

CITY OF FAYETTEVILLE

By: 
VICE CHANCELLOR FOR
Title: FINANCE & ADMINISTRATION

By: _____
LIONELD JORDAN, Mayor

ATTEST:
By: 
Title: Director, Transit & Parking

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