

City of Fayetteville Item Review Form

2013-0180

Legistar File Number

December 3, 2013

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Connie Edmonston

Submitted By

Parks & Recreation

Department

Action Required:

An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Fayetteville Youth Center, Inc. in the amount of \$215,175 to provide public recreation services and facilities for the youth and citizens of Fayetteville for 2014. This is contingent on the approval of the 2014 Proposed Budget by City Council.

Does this item have a cost?  Yes

\$215,175.00

Cost of this request

\$215,175.00

Category or Project Budget

Transfer to Outside Agency

Program or Project Name

1010.6600.5718.00

Account Number

\$0.00

Funds Used to Date

Transfer to Boys and Girls Club

Program or Project Category

40901 - 4002

Project Number

\$0.00

Remaining Balance

General Fund

Fund Name

Budgeted Item?  Yes

Budget Adjustment Attached?

V20130812

Previous Ordinance or Resolution # 5553

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

11-15-13 P03:19 RCVD  
*[Signature]*

Comments:

Pending on City Council approval of the 2014 Proposed Budget.

ENTERED  
11/18/13  
BRP

*[Signature]* 11/15-13  
Paul a. Becken 11-18-2013

*[Signature]* 11-18-13  
*[Signature]* 11/19/13



THE CITY OF FAYETTEVILLE, ARKANSAS  
DEPARTMENT CORRESPONDENCE

[www.accessfayetteville.org](http://www.accessfayetteville.org)

## CITY COUNCIL AGENDA MEMO

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**To:** Mayor Jordan and City Council

**Thru:** Don Marr, Chief of Staff

**From:** Connie Edmonston, Parks and Recreation Director

**Date:** November 14, 2013

**Subject:** Annual contract with the Fayetteville Youth Center, Inc., for 2014

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### **PROPOSAL:**

The 2014 budget includes a total of \$215,175 to be transferred to the Fayetteville Youth Center from the General Fund. A resolution of contractual services, as well as an ordinance to waive competitive bidding is required. The contract outlines the services the Fayetteville Youth Center is providing to the City and the citizens of Fayetteville. Please note the Fayetteville Youth Center refers to the operations of the Fayetteville Boys and Girls Club throughout this contractual agreement. A waiver of competitive bids is being requested to secure the continuity of services provided and because the Fayetteville Youth Center has adequately served our citizens since it was created.

The City of Fayetteville has provided financial support for the Fayetteville Youth Center since 1967. Each year, Parks and Recreation and Youth Center Staffs evaluate operations to determine if we are meeting the needs of the citizens of Fayetteville in the most efficient possible manner. The attached "Working Agreement" helps avoid duplication or competition of programs between the two organizations. It is the intent of both agencies to work together for the common good of the citizens by not providing public funding for multiple competing program offerings. If the Youth Center was not providing recreational services for our youth as well as citizens, the City of Fayetteville would need to assume the responsibility.

The agreement for 2014 is similar to the 2013 agreement with a few changes in the programs offered. The Fayetteville Boys and Girls Club building is designated as an emergency shelter for the City of Fayetteville due to the location and facility available to house citizens.

### **RECOMMENDATION:**

Fayetteville Parks and Recreation Staff recommends approving the contract with Fayetteville Youth Center, Inc. to provide public recreation services for the citizens of Fayetteville and waive competitive bid for services.

### **BUDGET IMPACT:**

The 2014 budget includes a total of \$215,175 for this request. This is a funding increase of 4.8% over last year. The request is contingent upon City Council approval of the 2014 proposed budget. If you have any questions regarding the Agenda Request or the Working Agreement, please call me at 444-3473, or email [cedmonston@ci.fayetteville.ar.us](mailto:cedmonston@ci.fayetteville.ar.us).

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A CONTRACT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND FAYETTEVILLE YOUTH CENTER, INC. IN THE AMOUNT OF \$215,175.00 TO PROVIDE PUBLIC RECREATION SERVICES FOR THE YOUTH AND CITIZENS OF FAYETTEVILLE FOR 2014, CONTINGENT ON APPROVAL OF THE 2014 ANNUAL CITY BUDGET AND WORK PROGRAM

**WHEREAS**, providing quality recreational opportunities to the youth and citizens of our community is of mutual interest to the City of Fayetteville and Fayetteville Youth Center, Inc., and;

**WHEREAS**, Fayetteville Youth Center, Inc. and the City of Fayetteville have had a close working relationship for many years, and;

**WHEREAS**, this relationship allows for a continuity of services vital to the efficient provision of recreational opportunities, and;

**WHEREAS**, were it not for the services offered by Fayetteville Youth Center, Inc. the City of Fayetteville would be required to assume the duty of providing staff, programming, promotion and development for youth recreational services.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby finds the above circumstances make competitive bidding not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a contract between the City of Fayetteville, Arkansas and Fayetteville Youth Center, Inc. in the amount of \$215,175.00 to provide public recreation services for the youth and citizens of Fayetteville for 2014 contingent on approval of the 2014 Annual City Budget and Work Program. A copy of said contract marked Exhibit "A" is attached hereto and made a part hereof.

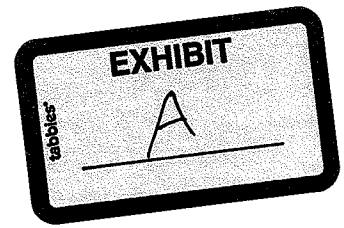
**PASSED and APPROVED** this 3<sup>rd</sup> day of December, 2013.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN, Mayor**

By: \_\_\_\_\_  
**SONDRA E. SMITH, City Clerk/Treasurer**



## CONTRACT

*Between The City of Fayetteville  
And  
Fayetteville Youth Center, Inc.*

**WHEREAS**, the City of Fayetteville has long been associated with and worked with the Fayetteville Youth Center, Inc. to provide public recreation to the citizens of Fayetteville; and

**WHEREAS**, the Fayetteville Youth Center, Inc. has long provided public recreation to the youth and citizens of Fayetteville; and

**WHEREAS**, it remains in the best interest of the City of Fayetteville and its citizens to provide operating revenues to the Fayetteville Youth Center, Inc. in consideration for the substantial recreational programs provided by the Fayetteville Youth Center, Inc. to the youth and citizens of Fayetteville.

### **NOW, THEREFORE, IT IS AGREED:**

The City of Fayetteville shall provide the sum of \$17,931.25 monthly to the Fayetteville Youth Center, Inc. throughout the year of 2014 in consideration of the following duties and obligations to be performed by the Fayetteville Youth Center, Inc.:


- A. The Fayetteville Youth Center, Inc. shall be jointly responsible with the Fayetteville School System to provide staffing, programming, maintenance, promotion and development for the following facilities: Asbell Gymnasium, Holcomb Gymnasium, Vandergriff Gymnasium and the main facility of the Boys and Girls Club on Ruppel Road. The Fayetteville Youth Center, Inc. agrees to use funding from the City to pay for gymnasium supervisors and custodians at these sites.
- B. The Fayetteville Youth Center, Inc. shall make a substantial portion of its programs or facilities available to Fayetteville citizens (the public) at little or no cost for needy youth. Although basic membership fees may be required for many Fayetteville residents, needy youth wishing to participate at the Fayetteville Youth Center, Inc. facility shall not be denied access solely because they do not have sufficient funds to pay for a regular membership. The Fayetteville Youth Center, Inc. shall report on a quarterly basis the approximate number of Fayetteville Citizens served by its programs and shall include the number of "scholarships" or free memberships provided to Fayetteville citizens.
- C. The Fayetteville Youth Center, Inc. shall provide their facility as an emergency shelter when deemed necessary by the City of Fayetteville.

- D. The Fayetteville Youth Center, Inc. shall continue to follow the general Working Procedures and Responsibilities for the City of Fayetteville Parks and Recreation Division and The Fayetteville Youth Center, Inc. which is attached as Exhibit A, and made a part hereof.

CITY OF FAYETTEVILLE

BY: \_\_\_\_\_  
LIONELD JORDAN, Mayor

FAYETTEVILLE YOUTH CENTER, INC.

BY:  \_\_\_\_\_  
Resident  
\_\_\_\_\_ Title

ATTEST:

BY: \_\_\_\_\_  
Sondra E. Smith, City Clerk / Treasurer

## **EXHIBIT A**

### **RECREATION IN FAYETTEVILLE**

#### **WORKING PROCEDURES AND RESPONSIBILITIES FOR THE CITY OF FAYETTEVILLE PARKS AND RECREATION DIVISION AND THE FAYETTEVILLE YOUTH CENTER, INC.**

This agreement is made and entered into between the City of Fayetteville Parks and Recreation Department (Parks and Recreation) and the Fayetteville Youth Center, Inc., d/b/a Donald W. Reynolds Boys & Girls Club (hereinafter FYC).

WHEREAS, the parties are two of the providers of recreational programs for the citizens of Fayetteville and wish to define a working agreement which may be revised and modified each year upon mutual agreement between the Director of Parks and Recreation and the Executive Director of the FYC; and,

WHEREAS, it is the goal of both parties to work in cooperation to enhance the recreation facilities and programs offered by the parties and to act together in meeting the needs of the citizens of Fayetteville; and,

WHEREAS, the FYC facility located on Ruppel Road has been designated as an emergency shelter for the City of Fayetteville due to the location and facility available to house citizens; and

WHEREAS, increased communication and a new set of operating procedures will assist with the working relationship and will benefit both agencies and their operations; and,

WHEREAS, Parks and Recreation believes the goals of Parks and Recreation and FYC would best be accomplished by defining and streamlining responsibilities and procedures; and, is therefore recommending the merging of facility and program management for all recreation offerings, thereby providing administrative accountability for all services provided to the citizens.

NOW, THEREFORE, in order to define and improve the current working relationship between Parks and Recreation and FYC, the following set of detailed operating procedures and responsibilities are hereby established.

1. FYC shall be responsible for working with the Fayetteville School System to provide staffing, programming, maintenance, promotion and development for the following facilities: Asbell Gymnasium, Holcomb Gymnasium, Vandergriff Gymnasium and the Boys and Girls Club. FYC will be responsible for the hiring, evaluating, and supervising of gymnasium supervisors and custodians at Holcomb, Asbell, and Vandergriff Gymnasiums during the basketball seasons, after school programs and summer day camp programs.

2. Parks and Recreation shall be responsible for providing or approving the staffing, programming, maintenance, promotion and development for the city parks, including the following facilities which are utilized for sport programming; Lake Fayetteville Softball Complex, Gary Hampton Softball Complex, Lewis Street Soccer Complex, Walker Baseball/Soccer Complex, White River Baseball Complex, and the Wilson Park Softball Field. Parks and Recreation shall be responsible for outdoor facilities owned or leased by the City of Fayetteville, excluding the property leased to FYC pursuant to written agreements.
  
3. FYC shall be responsible for providing or approving the management, staffing, promotion, and development of the following programs and activities. FYC shall coordinate with the Fayetteville School System for use of their facilities. FYC shall be responsible for the majority of sports and activities held at indoor recreation facilities, including but not limited to the following:
  - Basketball
  - Baton
  - Camps
  - Cheerleading
  - Dance
  - Fishing Rodeo
  - Flag Football (Youth)
  - Golf
  - Gymnastics
  - Karate
  - Ping Pong
  - School Kids Connection
  - Swim Lessons
  - Youth Volleyball
  - Tackle Football
  - Track
  - Special Events
  - Summer / School Break Programs
  - Educational Programs
  - Arts and Crafts
  - FYC shall not compete/duplicate with those services listed in paragraph 4, unless agreed upon by the FYC Executive Director and the Parks and Recreation Director.
  
4. Parks and Recreation shall be responsible for providing or approving the management, staffing, promotion, and development of the following programs and activities. Parks and Recreation shall be responsible for the majority of sports and activities held at outdoor recreation facilities, including but not limited to the following:
  - Baseball
  - Kickball



- Softball
  - Flag Football (Adult)
  - Special Interest Groups
  - Sand Volleyball
  - Indoor Volleyball
  - Soccer
  - Special Events
  - Swim Lessons
  - Tennis
  - Youth Activity Camps
  - Yvonne Richardson Community Center Activities
    - i. Arts and Crafts
    - ii. Educational Programs
    - iii. Summer / School Break Programs
    - iv. Wrestling
    - v. Volleyball (Adult)
    - vi. Other Recreational Programs
5. FYC agrees not to establish a program that competes/duplicates with an established program provided by Parks and Recreation. Moreover, FYC agrees to provide Parks and Recreation with information relating to any of its programs including rosters of players and coaches, rules of the league, and similar relevant data upon request by Parks and Recreation. It is the intent of both parties to work together for the common good of the citizens of Fayetteville by not providing public funding for duplicate program offerings. It is understood that FYC and Parks and Recreation both currently provide swim lessons, aquatic programs, and summer/school break programs, and that both parties agree to work together for the common good of both parties.
6. In the event the FYC wishes to offer programs which fall in the general description of paragraph 5 above, which it does not believe competes with current Parks and Recreation program, FYC shall provide advance notice of intent to start the program to Parks and Recreation with time to determine whether it is a competing program or not. In the event that FYC offers a program that the Parks and Recreation believes is a duplicate program within the meaning of this document, Parks and Recreation Staff shall give FYC written notices of its assessment. FYC shall either cease operating such program within 30 days of such notice or shall provide a written response to Parks and Recreation that disputes whether such program is in fact a competing program. If FYC fails to cease such program or respond to the assessment from Parks and Recreation, the City may discontinue funding for FYC on the 31<sup>st</sup> day after such notice. If FYC files a dispute, the issue shall be resolved by City Council and finding of City Council shall be final and not subject to appeal. If FYC fails to cease operation of such a program within 30 days of a decision requiring such cessation by City Council, then the City may stop annual funding to FYC.
7. The FYC Executive Director and Parks and Recreation Director will work jointly in opening the FYC as an emergency shelter as deemed necessary by

the Washington County Emergency Operations Center. The Club will utilize funds appropriated by the City of Fayetteville for operational costs as necessary for the emergency shelter.

8. The FYC Executive Director and Parks and Recreation Director shall have periodic meetings to ensure communication between the two entities.
9. It is understood and agreed that the City's annual purchase of services shall be negotiated on a yearly basis.
10. The FYC Board of Directors is responsible for the management and operation of the annual funding allocation to FYC from the City of Fayetteville and shall have the responsibility for prioritizing the use of such funds.
11. As part of the annual funding, FYC agrees to make its facilities available to residents of the City of Fayetteville for a nominal daily fee without the need to purchase a membership to the club.
12. FYC shall schedule a meeting and submit an annual financial report to the City of Fayetteville on or before July 31 of each year. Such report shall detail FYC's use of the City of Fayetteville's funding allocation and accomplishment of performance measures as stated below in number 14.
13. FYC shall comply with schedules and procedures established by the Budget and Research Division of the City of Fayetteville for annual funding requests.
14. FYC shall provide transportation for the Yvonne Richardson Community Center as needed for the following activities including, but not limited to:
  - A. Throughout the Summer Fun4Kids Program provide bus transportation each day for the Owl Creek School free lunch program. This should include transportation for up to 50 children from the YRCC to Owl Creek School and back to the YRCC after lunch.
  - B. Throughout the Summer Fun4Kids Program provide bus transportation on pre-scheduled afternoons from the YRCC to FYC. Participants in the Summer Fun4Kids program will also have free admittance to the FYC facilities on pre-scheduled afternoons and transportation back to the YRCC at the conclusion of the program day.
  - C. Throughout the academic school year provide transportation on designated dates previously agreed upon by both parties as part of the YRCC after school program.
  - D. FYC will also provide transportation for YRCC patrons as deemed necessary by FYC Staff and the YRCC Director, provided that these arrangements have been done in a timely matter and are agreed upon by both parties prior to the requested date and time.
  - E. The transportation schedule outlined above is subject to change upon agreement by the Fayetteville Parks and Recreation Director and the Executive Director of the FYC.

15. Quarterly reports shall be submitted to the Parks and Recreation Director on the following dates: April 15, July 15, October 15, and January 15 (2015). These reports will detail the following performance measures:
- A. Provide a minimum of 30 open recreation hours per week at the FYC club facilities.
  - B. Provide a minimum of 10 youth instructional/educational programs.
  - C. Provide a minimum of three youth sports programs.
  - D. Provide a minimum of two free community-wide events at the FYC club facilities.
  - E. Provide marketing materials to Fayetteville school children for major sport programs.
  - F. Implement three customer service surveys for FYC programs.
  - G. Apply for 10 grants/major corporate sponsorships to provide additional funding to operate the FYC facilities and programs.
  - H. Include Parks and Recreation logo on organizational web site and acknowledge the City of Fayetteville on sponsor wall located in the FYC facilities on Ruppel Road.

The working procedures and responsibilities contained herein shall become effective January 1, 2014.


CITY OF FAYETTEVILLE

BY: \_\_\_\_\_  
LIONELD JORDAN, Mayor

Attest:

BY: \_\_\_\_\_  
Sondra E. Smith, City Clerk / Treasurer

FAYETTEVILLE YOUTH CENTER, INC.

BY:  \_\_\_\_\_  
President  
\_\_\_\_\_  
Title

Attest:

BY: \_\_\_\_\_

City Of Fayetteville - Purchase Order (PO) Request						Requisition No.:	Date:		
<small>(Not a Purchase Order)</small> <b>All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)</b> <b>All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us</b>						P.O Number:	11/14/2013		
							Expected Delivery Date:		
Vendor #:		Vendor Name:				Mail Yes: _____ No: _____			
10485		Donald W. Reynolds - Fayetteville Boys & Girls Club				Taxable Yes: _____ No: _____		Quotes Attached Yes: _____ No: _____	
Address: 560 N. Ruppel Road						Job Point:			
City: Fayetteville		State: AR		Zip Code: 72704-6016		Ship to code:		Division Head Approval: <i>Carrie Edmonstone</i>	
Requester: Alan Bearden <i>Alan Bearden</i>				Requester's Employee #: 3664		Extension: 3406			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Contract Payment for Public Recreation per Ordinance	12	MO	17,931.25	\$215,175.00	1010.6600.5718.00	40901.4002		
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
	Shipping/Handling		Lot		\$0.00				
Special Instructions:						Subtotal: <u>\$215,175.00</u>			
This a 2014 Purchase Order. _____						Tax: <u>\$0.00</u>			
						Total: <u>\$215,175.00</u>			
Approvals:									
Mayor: _____			Department Director: <i>Carrie Edmonstone</i>			Purchasing Manager: _____			
Finance & Internal Services Director: _____			Budget Manager: _____			IT Manager: _____			
Dispatch Manager: _____			Utilities Manager: _____			Other: _____			