

City of Fayetteville Staff Review Form

2021-0979

Legistar File ID

12/21/2021

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

Andrea Foren

12/3/2021

PURCHASING (160)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A Resolution to approve a contract extension with the University of Arkansas, Fayetteville, Razorback Transit, for fixed route public transit services within the City of Fayetteville for one-year including four additional one-year renewals. This item is subject to City Council approval of the 2022 budget.

Budget Impact:

2100.410.4100-5728.00	Street
Account Number	Fund
40901.4005	Outside Agencies Funding, Razorback Transit
Project Number	Project Title
Budgeted Item? <u>Yes</u>	Current Budget \$ 300,000.00
Does item have a cost? <u>Yes</u>	Funds Obligated \$ -
Budget Adjustment Attached? <u>No</u>	Current Balance \$ 300,000.00
	Item Cost \$ 300,000.00
	Budget Adjustment \$ -
	Remaining Budget \$ -

V20210527

Purchase Order Number: _____

Previous Ordinance or Resolution # 101-12, 102-17

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments: *Current budget amount listed is representative of the 2022 budget pending approved by City Council as of 12/3/21.



MEETING OF DECEMBER 21, 2021

TO: Mayor and City Council

THRU: Paul A. Becker, Chief Finance Officer

FROM: Andrea Foren, Purchasing Manager

DATE: Friday, December 03, 2021

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

RECOMMENDATION:

A Resolution to approve a contract extension with the University of Arkansas, Fayetteville, Razorback Transit, for fixed route public transit services within the City of Fayetteville for one-year including four additional one-year renewals. This item is subject to City Council approval of the 2022 budget.

BACKGROUND:

The City of Fayetteville has an existing contract with the University of Arkansas, Fayetteville – Razorback Transit to provide fixed route public transit services within the city limits of Fayetteville which was last amended on May 02, 2017 via City Council Resolution 102-17. The current agreement expires December 31, 2021; therefore, a new agreement is necessary to continue services.

DISCUSSION:

This contract period will cover the period of January 01, 2022 through December 31, 2022 and automatically renew 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.

BUDGET/STAFF IMPACT:

The City Council approves the annual amount to be funded for services as part of the annual budgeting process. The amount approved in the most recent budget for 2022 was \$300,000. Payments are made on a quarterly basis.

Attachments:

Contract for Services between the University of Arkansas and City of Fayetteville
Resolution 102-17



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 _____, 2021 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, 2022 through December 31, 2026 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, 2022 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 \$300,000 for 2022. 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	Transit & Parking Director
City of Fayetteville, AR	University of Arkansas
113 Mountain	155 S. Razorback Road ADSB 131
Fayetteville, AR 72701	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 \$300,000.00 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: Charles Robinson
Charles F. Robinson,
Interim Chancellor

By: _____
Lioneld Jordan, Mayor

ATTEST:

By: _____
Kara Paxton, City Clerk



113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 102-17

File Number: 2017-0216

UNIVERSITY OF ARKANSAS - RAZORBACK TRANSIT:

A RESOLUTION TO APPROVE A ONE YEAR CONTRACT WITH THE UNIVERSITY OF ARKANSAS - RAZORBACK TRANSIT WITH AUTOMATIC RENEWALS FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS IN AN ANNUAL AMOUNT OF \$250,000.00 FOR THE PROVISION OF 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 one year contract, a copy of which is attached to this Resolution and made a part hereof, with the University of Arkansas - Razorback Transit with automatic renewals for up to four additional one year terms in an annual amount of \$250,000.00 for the provision of public transit services within the City of Fayetteville.

PASSED and APPROVED on 5/2/2017

Approved:


Lioneld Jordan, Mayor

Attest:


Sondra E. Smith, City Clerk Treasurer





City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0216

Agenda Date: 5/2/2017

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 7

UNIVERSITY OF ARKANSAS - RAZORBACK TRANSIT:

A RESOLUTION TO APPROVE A ONE YEAR CONTRACT WITH THE UNIVERSITY OF ARKANSAS - RAZORBACK TRANSIT WITH AUTOMATIC RENEWALS FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS IN AN ANNUAL AMOUNT OF \$250,000.00 FOR THE PROVISION OF 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 one year contract, a copy of which is attached to this Resolution and made a part hereof, with the University of Arkansas - Razorback Transit with automatic renewals for up to four additional one year terms in an annual amount of \$250,000.00 for the provision of public transit services within the City of Fayetteville.

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:

ATTEST:

By:


LIONELD JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer

