

1 Manager is authorized to enter into a Public Agency Service Agreement, in a form to be approved by the
2 City Attorney; a copy of which is attached as Exhibit A, to provide Maintenance, Repair and Fueling
3 Services for LRCVB vehicles and equipment for a one (1)-year term with option to renew the agreement
4 for five (5) additional one (1)-year terms by mutual agreement of the parties.

5 **Section 2. Severability.** In the event any title, section, paragraph, item, sentence, clause, phrase, or
6 word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or
7 adjudication shall not affect the remaining portions of the resolution which shall remain in full force and
8 effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the
9 resolution.

10 **Section 3. Repealer.** All laws, ordinances, resolutions, or parts of the same, that are inconsistent with
11 the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

12 **Section 4.** This resolution will be in full force and effect from and after the date of its adoption.

13 **ADOPTED: December 18, 2018**

14 **ATTEST:**

APPROVED:

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16 _____
17 **Susan Langley, City Clerk**

_____ **Mark Stodola, Mayor**

18 **APPROVED AS TO LEGAL FORM:**

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20 _____
21 **Thomas M. Carpenter, City Attorney**

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1 **EXHIBIT A**

2
3 **FLEET MAINTENANCE AND REPAIR SERVICES AGREEMENT**

4
5 This Fleet Maintenance and Repair Services Agreement ("Agreement") is executed this _____ day
6 of _____, 2018, by and between the City of Little Rock, a municipal corporation organized
7 under the laws of the state of Arkansas ("City") and the Little Rock Advertising and Promotion
8 Commission, an instrumentality of the City d/b/a the Little Rock Convention and Visitors Bureau
9 ("LRCVB").

10 **WITNESSETH:**

11 **WHEREAS**, the City owns and operates several fleet maintenance and repair service facilities ("Fleet
12 Service Centers") for the purpose of routine maintenance, mechanical repair and fueling of City-owned
13 vehicles and mechanical equipment; and,

14 **WHEREAS**, the LRCVB does not own or operate a fleet services facility, and currently contracts with
15 private automotive centers for maintenance, repair and fueling of LRCVB vehicles and equipment; and,

16 **WHEREAS**, the LRCVB is interested in entering a more cost effective public agency contract for the
17 performance of fleet maintenance and mechanical repair services and for the purchase of fuel at the City's
18 Fleet Service Centers: and,

19 **WHEREAS**, the addition of maintenance, repair and fueling responsibilities for the LRCVB's
20 vehicles and equipment will not have significant impact on the City's Fleet Service Center operations;
21 and,

22 **WHEREAS**, the City's tax-exempt fuel may be used in LRCVB's vehicles and equipment since the
23 LRCVB is an instrumentality of the City that provides for City operations; and,

24 **WHEREAS**, the City's Board of Directors and the Little Rock Advertising & Promotion Commission
25 have authorized the execution of this Agreement by approval of Little Rock Board Resolution No.
26 _____ on December __, 2018 and by approval of Little Rock Advertising & Promotion Commission
27 Resolution No. _____ on _____, 20__.

28 **NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the City and the
29 LRCVB agree as follows:

30 **Article 1. TERM AND CONSIDERATION**

31 **1.01 Term.** The term of this Agreement shall be for one (1)-year, beginning on the date of final
32 execution of this Agreement. LRCVB shall have the option to renew this Agreement for five
33 (5) additional one (1)-year terms by providing the City with written notice of intent to renew
34 at least thirty (30) days prior to the expiration of the then-current term.

1 **1.02** **Consideration.** For and in consideration of the covenants set forth below, and in exchange for
2 preventive maintenance, mechanical repair and fueling services provided for LRCVB vehicles
3 and equipment, the LRCVB agrees to reimburse the City as follows:

4 **1.02.1** For service and repair of LRCVB vehicles and equipment, LRCVB shall pay Fifty-
5 Six and 02/100 Dollars (\$56.02) per technician hour and shall pay the City for the
6 cost of all mechanical parts and supplies used to service and repair LRCVB
7 vehicles and equipment plus a 25% shipping and handling charge.

8 **1.02.2** For the fueling of LRCVB vehicles, LRCVB shall reimburse the City for the City's
9 cost of the fuel plus fifteen (15) cents per gallon administrative charge.

10 **1.03.** **Sales Tax.** Any applicable sales tax for services performed or supplies provided under this
11 Agreement will be collected from LRCVB by the City and remitted to the Arkansas
12 Department of Finance Administration.

13 **Article 2. SCOPE OF SERVICES**

14 **2.01** **Basic Service.** Upon request for basic service by the LRCVB's authorized agent, the City
15 shall perform a multi-point inspection and routine service as recommended in the
16 manufacturer's service manual for that particular vehicle or piece of equipment.

17 **2.02** **Additional Service and Mechanical Repair.** The City shall perform additional preventive
18 maintenance services and mechanical repair services on LRCVB vehicles and heavy equipment
19 as recommended by a Fleet Service Center technician or as requested by the LRCVB's
20 designated fleet services agent, provided that any additional service or mechanical repair is
21 approved by the LRCVB agent's signature on a City service authorization form that describes
22 the requested service.

23 **2.03** **Roadside Service.** If requested by the LRCVB's authorized agent, the City shall provide
24 roadside service for disabled LRCVB vehicles during normal business hours.

25 **2.04** **Excluded Services.** Service provided pursuant to Article 2 of this Agreement shall not include
26 bodywork, starter repair, automatic transmission rebuild or towing.

27 **2.05** **Staff.** The City represents that it will secure at its own expense all staff required to perform
28 the services under this Agreement. It is expressly agreed that the City enters this
29 Agreement as a political subdivision providing mechanical maintenance, repair and fueling
30 service to LRCVB property as is necessary and proper for the administration of LRCVB
31 affairs. The LRCVB shall carry no Worker's Compensation Insurance, health or accident
32 insurance to cover the fleet services technicians who provide services pursuant to this
33 Agreement; nor shall the LRCVB pay any contribution to Social Security, unemployment
34 insurance, Federal or State Withholding Taxes, nor provide any other contributions or

1 benefits for Fleet Services Technicians which might otherwise be expected in an employer-
2 employee relationship, it being specifically understood and agreed that the fleet services
3 technicians providing services pursuant to this Agreement are employees of and work under
4 the direction of the City.

5 **2.06 Identification of Vehicles and Equipment.** The LRCVB may request preventative
6 maintenance and repair service pursuant to this Agreement for the vehicles and equipment
7 described in Attachment "A" LRCVB Vehicles and Equipment, attached hereto and
8 incorporated herein by this reference. This list of vehicles and equipment may be modified
9 if agreed to in writing signed by the parties hereto.

10 **Article 3. FLEET SERVICE CENTERS**

11 **3.01 Locations.** The following locations are designated Fleet Service Centers for purposes of this
12 Agreement. The City reserves the right to close or relocate designated Fleet Service Centers by
13 sending written notice of a change in facility status to the LRCVB's designated contact person.

14 **3.01.1 J. E. Davis Drive (3314 J.E. Davis Drive):** Service and repair of diesel,
15 gasoline, fire apparatus, police cruisers, heavy trucks, and construction
16 equipment. Major repairs on light to medium duty vehicles are also performed
17 at this location.

18 **3.01.2 Landfill Shop (10803 Ironton Cutoff Road):** Service and repair of heavy
19 construction equipment.

20 **3.01.3 6th and Ferry Street (501 Ferry Street):** Service and repair of light to
21 medium duty vehicles and equipment.

22 **3.02 Hours of Operation.** The J.E. Davis and Landfill Shop Fleet Service Centers are open from 8:00
23 AM - 5:00 PM, Monday through Friday except on designated City holidays described in
24 Attachment "B" – 2018 and 2019 Holiday Schedule. The 6th and Ferry Fleet Service Center is
25 open from 8:00 AM - 4:30 PM, Monday through Friday except designated City holidays. The
26 City's Fleet Service Centers may close for normal operations during inclement weather.
27 However, LRCVB vehicles that are needed to provide essential service during inclement
28 weather may be serviced at the J.E. Davis Service Center pursuant to the City's inclement
29 weather policy.

30 **3.03 Appointments.** LRCVB vehicles and equipment may be delivered to a particular Fleet Service
31 Center for maintenance or repair by prior appointment only. Appointments may be scheduled
32 and a Fleet Service Center location designated for the requested service by calling the Little
33 Rock Fleet Service Writer at (501) 918-4240.

1 **Article 4. DISCLAIMER OF WARRANTIES.**

2 **4.01 Manufacturer's Warranty.** The City shall use only genuine manufacturer's parts or parts of
3 equal quality for the service and repair of LRCVB vehicles and equipment. However, the
4 only warranties applying to mechanical parts used in the service or repair of LRCVB's
5 vehicles are those which may be offered by the manufacturer. **THE CITY HEREBY**
6 **EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR**
7 **IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF**
8 **MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH**
9 **RESPECT TO ALL MECHANICAL PARTS AND SUPPLIES USED IN THE**
10 **SERVICE OR REPAIR OF LRCVB'S VEHICLES AND EQUIPMENT, AND**
11 **NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME**
12 **FOR IT, ANY LIABILITY IN CONNECTION WITH THE MECHANICAL**
13 **PARTS AND SUPPLIES USED TO SERVICE OR REPAIR LRCVB'S**
14 **VEHICLES AND EQUIPMENT.**

15 **4.02 Preventive Maintenance Schedules.** Although preventive maintenance schedules are
16 designed to reduce mechanical breakdowns and to extend the anticipated useful life of vehicles
17 and equipment, the City does not guarantee extended useful life of the LRCVB's vehicles and
18 equipment nor guarantee a reduced number of breakdowns.

19 **4.03 Immunity.** The parties acknowledge and accept the fact that entry into this Agreement in
20 no way diminishes or waives the constitutional, common law or statutory immunity that the
21 parties enjoy by virtue of their status as a public agency or political subdivision of the State
22 of Arkansas.

23 **Article 5. LRCVB'S DUTIES**

24 **5.01 Authorized Agents.** LRCVB shall provide a list of agents designated for the purpose of
25 authorizing service, repair and fueling requests under this Agreement. This list and any changes
26 thereto shall be verified by notarized signature of the LRCVB's authorized signatory and
27 delivered to the City's Fleet Services Director.

28 **5.02 Payment.** By the 15th day of each month, LRCVB shall submit payment for technician hours,
29 parts used for maintenance and repair, and fuel purchased for LRCVB vehicles and equipment
30 during the previous month, as listed on the City's monthly billing invoice. All payments to the
31 City required by this Agreement shall be made payable to "City of Little Rock" and submitted
32 to the Fleet Services Department, Attn: Fleet Services Director, 3314 J.E. Davis Drive, Little
33 Rock, AR 72209.

1 **5.03 Service Manuals.** If requested by the City's Fleet Services Director, LRCVB shall provide the
2 Manufacturer's Service Manual for a specified vehicle or piece of equipment prior to its service.

3 **5.04 Scheduling Preventive Maintenance.** If requested by the LRCVB's authorized agent, the City
4 will provide information regarding prior service of LRCVB vehicles and equipment pursuant
5 to this Agreement. However, LRCVB is responsible for determining when preventive
6 maintenance is due for its vehicles and equipment and is responsible for scheduling needed
7 service.

8 **5.05 Towing.** Any LRCVB vehicle or equipment that must be towed to or from a Fleet Service
9 Center location shall be towed by LRCVB and shall not be towed pursuant to the City's Towing
10 Service Contract.

11 **5.06 Proper Use of Tax-Exempt Fuel.** The Federal Excise Tax exemption for diesel fuel that is
12 purchased by the City requires that the fuel must be purchased for the exclusive public use of
13 the City and its instrumentalities. Misuse of tax-exempt fuel could subject the responsible public
14 officials to fines and imprisonment. Therefore, fuel purchased from the City by LRCVB shall be
15 used only in LRCVB vehicles and equipment to carry out LRCVB functions and shall not be used
16 for non-LRCVB purposes. Violation of this provision by LRCVB or LRCVB's agents,
17 employees or representatives shall be grounds for immediate termination of this Agreement.

18 **5.07 Indemnification.** LRCVB shall indemnify the City from any and all costs, fees, expenses,
19 causes of action, fines, penalties or liability for violation of Section 5.06 above by LRCVB's
20 agents, employees or representatives.

21 **Article 6. BILLING**

22 **6.01 Monthly Invoice.** The City shall send a monthly invoice to the LRCVB's designated contact person
23 by the 5th day of each month, detailing service, repair and fueling transactions for the previous
24 month. Each invoice shall contain the following information: the vehicle or piece of equipment
25 serviced, repaired or fueled; the nature of the work performed on that vehicle or equipment; the
26 technician hours spent on the work; mechanical parts installed; the cost of each mechanical part
27 installed; the type and amount of fuel dispensed for that vehicle; and any applicable sales tax.

28 **6.02 Service Transaction Printouts.** If requested by an authorized agent of the LRCVB, the City shall
29 provide a transaction printout describing the details of any maintenance or repair that was
30 performed on a specified vehicle or piece of equipment pursuant to this Agreement.

31 **Article 7. NOTICE**

32 **7.01 Notice.** Any notices or demands required by this Agreement shall be in writing and delivered by
33 courier or mailed in the United States mail, postage prepaid:
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- 1 (C) Any program or compliance reviews, or complaint investigations, or both, conducted
- 2 by the City, or Federal Department or Agency;
- 3 (D) Record retention and reporting requirements, maintain and preserve all project
- 4 records for a minimum of five (5) years and all requests for documents and materials
- 5 in a timely, complete, and accurate manner; and
- 6 (E) All other reporting, data collection, and evaluation requirements, as required by the
- 7 City, prescribed by law, or detailed in program guidance.

8 **Article 11. MISCELLANEOUS**

9 **11.01 Modification.** Any modifications to this Agreement or its Attachments shall be in writing

10 signed by the parties hereto.

11 **11.02 Governing Law.** This Agreement shall be construed in accordance with the laws of the State

12 of Arkansas, and venue for any action related thereto shall lie exclusively in a court of

13 competent jurisdiction in Pulaski County, Arkansas.

14 **11.03 No Waiver.** Failure of the City to enforce any of the provisions of this Agreement or to

15 require performance by LRCVB of any of the provision hereof, shall in no way be

16 construed to be a waiver of such provisions nor in any way to affect the validity of this

17 Agreement or any part thereof, or the right of the City to thereafter enforce each and every

18 such provision.

19 **11.04 Assignment.** This Agreement shall not be assigned or transferred by either party.

20 **11.05 Captions.** All captions contained in this Agreement are inserted only as a matter of

21 convenience and in no way define, limit or extend the scope or intent of this Agreement.

22 **11.06 Entire Agreement.** This Agreement and the documents referenced herein contain the

23 complete and entire agreement of the parties with respect to the services and obligations

24 contemplated herein, and supersede all prior negotiations, agreement, representations and

25 understandings, if any, among the parties regarding such matters.

26 **11.07 Severability.** In the event any section, subsection, or sentence of this Agreement is

27 declared or adjudged to be invalid or unconstitutional, such declaration or adjudication

28 shall not affect the remaining provisions of this Agreement, as if such invalid or

29 unconstitutional provision was not originally a part of this Agreement.

30 **11.08 Opportunity for Legal Review.** Both parties acknowledge that they have had full

31 opportunity to review this Agreement with legal counsel. Therefore, this Agreement shall

32 be construed without regard to the identity of the persons who drafted the provisions

33 contained herein. Moreover, each and every provision of the Agreement shall be construed

34 as though each party hereto participated equally in the drafting thereof. As a result of the

1 foregoing, any rule of construction that the document is to be construed against the drafting
2 party shall not be applicable.

3 **11.09 Copies Same as Original.** This Agreement shall be executed in the original and any number
4 of copies. Any copy of this Agreement so executed shall be deemed an original and shall be
5 deemed authentic for any other use.

6 **11.10 Authority to Execute Agreement.** The undersigned officials hereby represent and warrant
7 that they have full and complete authority to act on behalf of the City or the LRCVB and that,
8 by their signatures below, the terms and provisions hereof, constitute valid and enforceable
9 obligations of each party.

10 **IN WITNESS WHEREOF**, the parties have signed this Agreement in duplicate on the dates noted
11 below.

12 **CITY:**
13 **City of Little Rock, Arkansas**

LRCVB:
Little Rock Convention and Visitors Bureau

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15 _____
16 **Bruce T. Moore, City Manager**

15 _____
16 **Gretchen Hall, CEO**

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18 **Date:** _____

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18 **Date:** _____

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20 **ATTEST:**

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20 **ATTEST:**

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23 **Susan Langley, City Clerk**

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25 **Date:** _____

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25 **Date:** _____

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27 **APPROVED AS TO LEGAL FORM:**

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29 _____
30 **Thomas M. Carpenter, City Attorney**

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33 **By:** _____
34 **Beth Blevins Carpenter, Deputy City Attorney**

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ATTACHMENT "A"
LRCVB Vehicles and Equipment

2012 Mitsubishi FE160 FUSO Box Truck	VIN: JL6BNG1A6CK006296	Lic. #X 24957
2018 Ford F-150 Pickup	VIN: 1FTEW1CB7JKF16708	Lic. #844 XLE
2001 Chev. Silverado SC1 Pickup	VIN: 1GCEC14W71Z162111	Lic. #982 IGN
2005 Dodge Neon 4-Door	VIN: 1B3ES26C95D191805	Lic. #819 JIN
2006 Chev. Silverado Pickup	VIN: 3GCED14X86G274304	Lic. #489 LBN
2008 Chev. Impala 4-Door	VIN: 2G1WB55K081334579	Lic. #200 RFI
2007 Chev. Express 2500 Van	VIN: 1GCGG25VX71156366	Lic. #392 LHJ
2012 Ford F-150 Pickup	VIN: 1FTMF1CM6CKD98389	Lic. #361 RFI

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ATTACHMENT "B"
2018 Holiday Schedule

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HOLIDAY

DAY OBSERVED

New Year's Day

January 1, 2018
Monday

Martin Luther King Jr's Birthday

January 15, 2018
Monday

President's Day

February 19, 2018
Monday

Memorial Day

May 28, 2018
Monday

Independence Day

July 4, 2018
Wednesday

Labor Day

September 3, 2018
Monday

Veterans Day

November 12, 2018
Monday

Thanksgiving Day

November 22, 2018
Thursday

Christmas Day

December 25, 2018
Tuesday

ATTACHMENT "B"
2019 Holiday Schedule

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4	<u>HOLIDAY</u>	<u>DAY OBSERVED</u>
5	New Year's Day	January 1, 2019
6		Tuesday
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8	Martin Luther King, Jr.'s Birthday	January 21
9		Monday
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11	President's Day	February 18, 2019
12		Monday
13		
14	Memorial Day	May 27, 2019
15		Monday
16		
17	Independence Day	July 4, 2019
18		Thursday
19		
20	Labor Day	September 2, 2019
21		Monday
22		
23	Veterans Day	November 11, 2019
24		Monday
25		
26	Thanksgiving Day	November 28, 2019
27		Thursday
28		
29	Christmas Day	December 25, 2019
30		Wednesday