RESOLUTION NO. _________

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PUBLIC AGENCY SERVICE AGREEMENT TO PROVIDE FLEET MAINTENANCE, REPAIR AND FUELING SERVICES FOR LITTLE ROCK CONVENTION AND VISITORS BUREAU VEHICLES AND EQUIPMENT; AND FOR OTHER PURPOSES.

WHEREAS, Arkansas Code Ann. § 25-20-108(a) (West Supp. 2018) authorizes one (1) or more public agencies to contract with any one (1) or more other public agencies to perform any governmental service, activity or undertaking which each of the public agencies entering into the contract is authorized by law to perform alone; and,

WHEREAS, Arkansas Code Ann. § 19-11-250 (West Supp. 2018) authorizes any public procurement unit by agreement to acquire commodities belonging to another public procurement unit independent of the statutory requirements for source selection and commodity management; and,

WHEREAS, the City of Little Rock owns and operates several fleet maintenance and repair service facilities (“Fleet Service Centers”) for the purpose of routine maintenance and repair of City-owned vehicles and mechanical equipment; and,

WHEREAS, the City of Little Rock purchases and distributes fuel to City Departments and instrumentalities as needed to carry out public services; and,

WHEREAS, the Little Rock Convention and Visitors Bureau (LRCVB) owns vehicles and equipment but does not operate a fleet services facility or fueling facility; and,

WHEREAS, the LRCVB and its governing body, the Little Rock Advertising and Promotion Commission are interested in establishing a contractual relationship with the City for the performance of vehicle maintenance and repair services and for the purchase of fuel at the City’s Fleet Service Centers; and,

WHEREAS, the additional fleet services and fueling responsibilities will not have significant impact on the City’s Fleet Service Center operations, and the additional cost to the City for labor, parts and fuel will be reimbursed by LRCVB.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF LITTLE ROCK, ARKANSAS:

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

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

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

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

ADOPTED: December 18, 2018

ATTEST:                                      APPROVED:

_________________________________________  ________________________________
Susan Langley, City Clerk                Mark Stodola, Mayor

APPROVED AS TO LEGAL FORM:

_________________________________________.
Thomas M. Carpenter, City Attorney

//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
EXHIBIT A

FLEET MAINTENANCE AND REPAIR SERVICES AGREEMENT

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

W I T N E S S E T H:

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

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

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

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

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

WHEREAS, the City's Board of Directors and the Little Rock Advertising & Promotion Commission have authorized the execution of this Agreement by approval of Little Rock Board Resolution No. ________ on December ___, 2018 and by approval of Little Rock Advertising & Promotion Commission Resolution No. ________ on ______________, 20__.

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

Article 1. TERM AND CONSIDERATION

1.01 Term. The term of this Agreement shall be for one (1)-year, beginning on the date of final execution of this Agreement. LRCVB shall have the option to renew this Agreement for five (5) additional one (1)-year terms by providing the City with written notice of intent to renew at least thirty (30) days prior to the expiration of the then-current term.
1.02 **Consideration.** For and in consideration of the covenants set forth below, and in exchange for preventive maintenance, mechanical repair and fueling services provided for LRCVB vehicles and equipment, the LRCVB agrees to reimburse the City as follows:

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

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

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

**Article 2. SCOPE OF SERVICES**

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

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

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

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

2.05 **Staff.** The City represents that it will secure at its own expense all staff required to perform the services under this Agreement. It is expressly agreed that the City enters this Agreement as a political subdivision providing mechanical maintenance, repair and fueling service to LRCVB property as is necessary and proper for the administration of LRCVB affairs. The LRCVB shall carry no Worker's Compensation Insurance, health or accident insurance to cover the fleet services technicians who provide services pursuant to this Agreement; nor shall the LRCVB pay any contribution to Social Security, unemployment insurance, Federal or State Withholding Taxes, nor provide any other contributions or
benefits for Fleet Services Technicians which might otherwise be expected in an employer-
employee relationship, it being specifically understood and agreed that the fleet services
technicians providing services pursuant to this Agreement are employees of and work under
the direction of the City.

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

**Article 3. FLEET SERVICE CENTERS**

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

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

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

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

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

3.03 **Appointments.** LRCVB vehicles and equipment may be delivered to a particular Fleet Service
Center for maintenance or repair by prior appointment only. Appointments may be scheduled
and a Fleet Service Center location designated for the requested service by calling the Little
Rock Fleet Service Writer at (501) 918-4240.
Article 4. DISCLAIMER OF WARRANTIES.

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

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

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

Article 5. LRCVB'S DUTIES

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

5.02 Payment. By the 15th day of each month, LRCVB shall submit payment for technician hours, parts used for maintenance and repair, and fuel purchased for LRCVB vehicles and equipment during the previous month, as listed on the City's monthly billing invoice. All payments to the City required by this Agreement shall be made payable to "City of Little Rock" and submitted to the Fleet Services Department, Attn: Fleet Services Director, 3314 J.E. Davis Drive, Little Rock, AR 72209.
5.03 **Service Manuals.** If requested by the City's Fleet Services Director, LRCVB shall provide the Manufacturer's Service Manual for a specified vehicle or piece of equipment prior to its service.

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

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

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

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

**Article 6. BILLING**

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

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

**Article 7. NOTICE**

7.01 **Notice.** Any notices or demands required by this Agreement shall be in writing and delivered by courier or mailed in the United States mail, postage prepaid:
7.01.1 To the City: Willie Hinton, Jr.
Director of Fleet Services
3314 J. E. Davis Drive
Little Rock, AR 72209

7.01.2 To LRCVB: Tammy Gorbet
Little Rock Convention and Visitors Bureau
By Mail: Post Office Box 1513
Little Rock, AR 72203
By Courier: 101 South Spring Street, Suite 400
Little Rock, AR 72201

Article 8. TERMINATION

8.01 Termination. Either party shall have the right to terminate this Agreement for loss of
funding or other good cause by giving written notice of termination to the other party at least
thirty (30) days before the effective date of such termination. The City reserves the right
to terminate this Agreement immediately upon determination by the City that tax-exempt
fuel purchased by LRCVB has been used in violation of section 5.06 of this Agreement.

8.02 Continuing Obligations. All continuing covenants or obligations herein shall survive
expiration or earlier termination of this Agreement.

ARTICLE 9. NON-DISCRIMINATION
LRCVB agrees to comply with all applicable federal and state laws and regulations regarding
nondiscrimination, and specifically agrees not to discriminate against any individual on the
basis of race, color, creed, religion, sex, national origin, age, disability, marital status, sexual
orientation, gender identity, or genetic information, and to require such compliance in
contractual agreements with subcontractors and sub-subcontractors.

ARTICLE 10. TITLE VI CIVIL RIGHTS ACT IMPLEMENTATION AND ASSURANCES
LRCVB, and its sub-contractors, sub-recipients, sub-grantees, successors, transferees, or assignees, shall
comply with:

(A) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) and
its applicable Federal Statutory, regulatory authorities, other pertinent directives,
circulars, policy, memoranda, and guidance prohibiting discrimination on the basis
of race, color, national origin, age, sex, and disability and give assurance that it will
promptly take any measures necessary to ensure such compliance;

(B) All applicable provisions governing the City of Little Rock’s and applicable federal
department’s or agency’s access to records, accounts, documents, information,
facilities, and staff;
(C) Any program or compliance reviews, or complaint investigations, or both, conducted by the City, or Federal Department or Agency;

(D) Record retention and reporting requirements, maintain and preserve all project records for a minimum of five (5) years and all requests for documents and materials in a timely, complete, and accurate manner; and

(E) All other reporting, data collection, and evaluation requirements, as required by the City, prescribed by law, or detailed in program guidance.

Article 11. MISCELLANEOUS

11.01 Modification. Any modifications to this Agreement or its Attachments shall be in writing signed by the parties hereto.

11.02 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Arkansas, and venue for any action related thereto shall lie exclusively in a court of competent jurisdiction in Pulaski County, Arkansas.

11.03 No Waiver. Failure of the City to enforce any of the provisions of this Agreement or to require performance by LRCVB of any of the provision hereof, shall in no way be construed to be a waiver of such provisions nor in any way to affect the validity of this Agreement or any part thereof, or the right of the City to thereafter enforce each and every such provision.

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

11.05 Captions. All captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement.

11.06 Entire Agreement. This Agreement and the documents referenced herein contain the complete and entire agreement of the parties with respect to the services and obligations contemplated herein, and supersede all prior negotiations, agreement, representations and understandings, if any, among the parties regarding such matters.

11.07 Severability. In the event any section, subsection, or sentence of this Agreement is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of this Agreement, as if such invalid or unconstitutional provision was not originally a part of this Agreement.

11.08 Opportunity for Legal Review. Both parties acknowledge that they have had full opportunity to review this Agreement with legal counsel. Therefore, this Agreement shall be construed without regard to the identity of the persons who drafted the provisions contained herein. Moreover, each and every provision of the Agreement shall be construed as though each party hereto participated equally in the drafting thereof. As a result of the
foregoing, any rule of construction that the document is to be construed against the drafting party shall not be applicable.

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

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

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

CITY: City of Little Rock, Arkansas

LRCVB: Little Rock Convention and Visitors Bureau

Bruce T. Moore, City Manager

Gretchen Hall, CEO

Date: ________________

Date: ________________

ATTEST: Susan Langley, City Clerk

ATTEST: __________________________

Date: ________________

Date: ________________

APPROVED AS TO LEGAL FORM:

Thomas M. Carpenter, City Attorney

By: __________________________

Beth Blevins Carpenter, Deputy City Attorney
## LRCVB Vehicles and Equipment

<table>
<thead>
<tr>
<th>Description</th>
<th>VIN</th>
<th>License Plate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012 Mitsubishi FE160 FUSO Box Truck</td>
<td>JL6BNG1A6CK006296</td>
<td>#X 24957</td>
</tr>
<tr>
<td>2018 Ford F-150 Pickup</td>
<td>1FTEW1CB7JKF16708</td>
<td>#844 XLE</td>
</tr>
<tr>
<td>2001 Chev. Silverado SC1 Pickup</td>
<td>1GCEC14W71Z162111</td>
<td>#982 IGN</td>
</tr>
<tr>
<td>2005 Dodge Neon 4-Door</td>
<td>1B3ES26C95D191805</td>
<td>#819 JIN</td>
</tr>
<tr>
<td>2006 Chev. Silverado Pickup</td>
<td>3GCED14X86G274304</td>
<td>#489 LBN</td>
</tr>
<tr>
<td>2008 Chev. Impala 4-Door</td>
<td>2G1WB55K081334579</td>
<td>#200 RFI</td>
</tr>
<tr>
<td>2007 Chev. Express 2500 Van</td>
<td>1GCGG25VX71156366</td>
<td>#392 LHJ</td>
</tr>
<tr>
<td>2012 Ford F-150 Pickup</td>
<td>1FTMF1CM6CKD98389</td>
<td>#361 RFI</td>
</tr>
</tbody>
</table>
## 2018 Holiday Schedule

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Day Observed</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>January 1, 2018</td>
</tr>
<tr>
<td>Martin Luther King Jr’s Birthday</td>
<td>January 15, 2018</td>
</tr>
<tr>
<td>President’s Day</td>
<td>February 19, 2018</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>May 28, 2018</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4, 2018</td>
</tr>
<tr>
<td>Labor Day</td>
<td>September 3, 2018</td>
</tr>
<tr>
<td>Veterans Day</td>
<td>November 12, 2018</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>November 22, 2018</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25, 2018</td>
</tr>
<tr>
<td>HOLIDAY</td>
<td>DAY OBSERVED</td>
</tr>
<tr>
<td>---------------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>New Year’s Day</td>
<td>January 1, 2019</td>
</tr>
<tr>
<td></td>
<td>Tuesday</td>
</tr>
<tr>
<td>Martin Luther King, Jr.’s Birthday</td>
<td>January 21</td>
</tr>
<tr>
<td></td>
<td>Monday</td>
</tr>
<tr>
<td>President’s Day</td>
<td>February 18, 2019</td>
</tr>
<tr>
<td></td>
<td>Monday</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>May 27, 2019</td>
</tr>
<tr>
<td></td>
<td>Monday</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4, 2019</td>
</tr>
<tr>
<td></td>
<td>Thursday</td>
</tr>
<tr>
<td>Labor Day</td>
<td>September 2, 2019</td>
</tr>
<tr>
<td></td>
<td>Monday</td>
</tr>
<tr>
<td>Veterans Day</td>
<td>November 11, 2019</td>
</tr>
<tr>
<td></td>
<td>Monday</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>November 28, 2019</td>
</tr>
<tr>
<td></td>
<td>Thursday</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25, 2019</td>
</tr>
<tr>
<td></td>
<td>Wednesday</td>
</tr>
</tbody>
</table>