

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL MEETING**  
**DECEMBER 6, 2011 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Agreements to Provide Fleet Maintenance Services for District 58 and SEASPAR	✓ Resolution Ordinance Motion Discussion Only	Michael Baker Deputy Village Manager

**SYNOPSIS**

Resolutions have been prepared authorizing approval of agreements with Elementary School District 58 and the South East Association for Special Parks and Recreation (SEASPAR), based in Downers Grove, that would allow the Village to provide fee-based fleet maintenance services to these organizations.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2011-2018 identified *Exceptional Municipal Services* and *Steward to Financial and Environmental Sustainability*.

**FISCAL IMPACT**

The agreements include time and material-based rates that will allow the Village to fully recover all direct and indirect costs associated with the provision of fleet maintenance services for these organizations.

**RECOMMENDATION**

Approval on the December 13, 2011 active agenda.

**BACKGROUND**

The Village of Downers Grove maintains a fleet services facility and staff that provides for the maintenance and upkeep of 187 Village of Downers Grove vehicles and pieces of equipment. During the past several years, Village staff has focused heavily on improving the overall quality, efficiency and environmental sustainability of the fleet operations and maintenance services, including increased use of alternative fuels and an effective preventative maintenance program. Due to the performance of fleet operations and the expertise that the staff possesses in maintaining a municipal fleet, the Village is in the position to offer these services to smaller organizations in the community.

Agreements have been negotiated with District 58 and SEASPAR to provide maintenance services for their vehicles at a rate that would fully cover the costs of the Village's fleet services. This arrangement will allow the Village to effectively partner with these organizations and offer services that help operate their fleets in the most efficient and effective manner. More specifically, under this partnership, the other entities can access services that lower their costs and the Village can share the fixed cost for maintenance services that are already being provided.

The key terms of the agreements are as follows:

Duration: One year from the execution of the agreement.

The Village of Downers Grove will:

- Perform repair and maintenance work on the vehicles owned by the partnering organizations in a timely and professional manner
- Invoice the partnering organizations on a monthly basis for all services provided
- Inform the partnering organizations sixty (60) days in advance of the effective date of rate changes

The partnering organizations will:

- Pay the Village at a labor rate of \$87.00 per hour for services performed (which includes all fixed costs as noted above).
- Pay the Village for actual costs of parts, materials or outside services
- Bring the vehicles to the Village's facility maintenance facility at their expense

Other key terms:

- Either party may terminate the agreement for any reason at any time upon delivery of written notice to the other party at least thirty (30) days before the intended termination date.

The Vehicles to be maintained for these organizations include the following:

- District 58: Thirteen (13) vehicles and pieces of equipment that primarily include large and mid-sized pick-up trucks used by staff that maintains the District's facilities and grounds.
- SEASPAR: Eight (8) vehicles that primarily include mid-sized and small passenger vans

Because of the changes that have been made to fleet operations in the past few years, the Village has the capacity to maintain these additional vehicles with existing resources.

## **ATTACHMENTS**

Resolutions

Agreements

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND SOUTH EAST  
ASSOCIATION FOR SPECIAL PARKS AND RECREATION REGARDING THE  
MAINTENANCE AND REPAIR OF VEHICLES**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the “Agreement”), between the Village of Downers Grove (the “Village”) and the South East Association for Special Parks and Recreation (“SEASPAR”), for vehicle maintenance services, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_  
Village Clerk

**AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND  
SOUTH EAST ASSOCIATION FOR SPECIAL PARKS AND RECREATION  
REGARDING THE MAINTENANCE AND REPAIR OF VEHICLES**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the VILLAGE OF DOWNERS GROVE, ILLINOIS, an Illinois municipal corporation, with offices at 801 Burlington Avenue, Downers Grove, Illinois (hereinafter referred to as "Village"), and SOUTH EAST ASSOCIATION FOR SPECIAL PARKS AND RECREATION, a not-for-profit organization, with offices at 4500 Belmont, Downers Grove, Illinois (hereinafter referred to as "SEASPAR"),

**WITNESSETH**

**WHEREAS**, the Village has in-house fleet services (hereinafter referred to as "Village Fleet Services") to maintain and repair its own vehicles;

**WHEREAS**, SEASPAR owns vehicles, but does not have in-house personnel to maintain and repair said vehicles, and wishes to contract with the Village for said fleet services;

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, and agreements herein set forth, the parties hereto agree as follows:

1. The provisions set forth in the preamble are incorporated into and made a part of this Agreement.
2. The Village agrees to perform periodic repair and maintenance work on the vehicles owned by SEASPAR. (See Service Level Expectations attached hereto and incorporated as though fully set forth herein as Exhibit "A".) The services will be performed at the Village's maintenance garage and it shall be the responsibility of SEASPAR, at its sole expense, to bring the vehicles to the garage for service work. SEASPAR shall provide the Village a list of employees authorized to initiate repair work to be performed by Village Fleet Services.

3. Prior to performing any fleet services or ordering parts or materials for any vehicle, the Village shall provide SEASPAR with an estimate of the total cost of work. SEASPAR shall pay to the Village Eighty-Seven Dollars and No Cents (\$87.00) per hour for services performed by Village Fleet Services personnel. SEASPAR shall pay to the Village the actual costs for parts, materials or outside services. SEASPAR will be informed in writing of any rate changes at least sixty (60) days in advance of the effective date of the rate changes.

4. The Village will invoice SEASPAR on a monthly basis. SEASPAR agrees to pay the Village invoices for repairs and maintenance pursuant to the terms of the Local Government Prompt Payment Act (50 ILCS 505/1 et. seq.) and pay the Village an interest penalty of one percent (1%) of any unpaid balance for each month beginning 30 days after the invoice date.

In the event that SEASPAR defaults in any of its obligations to the Village, SEASPAR shall pay the Village reasonable attorneys' fees, costs and expenses expended by the Village to collect the amount owed.

5. Warranties on parts and materials, if any, shall only be as long as the warranties provided by the manufacturers. All other warranties, express or implied, or any other representations, promises or statements are hereby disclaimed and disavowed by the Village.

6. Except as otherwise provided in Section 9 below, in no event shall the Village be liable for any damages in an amount exceeding the monies paid by SEASPAR to the Village for labor, parts, and materials expended. SEASPAR hereby waives, and in no event shall the Village be liable for, any and all claims for special, incidental, consequential or punitive damages from the Village, its officers, employees and agents.

7. Each Party to this Agreement shall continue to procure and maintain, at its sole and exclusive expense, insurance coverage including comprehensive liability, contractual liability,

personal injury, and property damage with such limits of coverage and deductibles as are prudent and reasonable for the protection of its own vehicles, apparatus, equipment or facilities. SEASPAR agrees that its insurance coverage on its vehicles shall be considered to be the primary coverage for those vehicles for all purposes.

8. In the event that SEASPAR cancels a request for service for maintenance or repairs after parts and/or materials are ordered, SEASPAR is responsible to pay the Village the applicable restocking fee, if one exists, for returnable parts and materials and one hundred percent (100%) of the cost of parts and materials that cannot be returned.

9. Subject to the limitations set forth in Section 6 above, each Party agrees to defend, indemnify and hold harmless the elected and appointed officials and all other agents, representatives and employees of the other Party, against any claim, suit or cause of action arising out of the indemnifying Party's own negligence, willful, wanton, or intentional acts and/or omissions under this Agreement. Each Party agrees to raise as defenses before any court any respective governmental tort immunities provided by law.

10. The term of this Agreement shall be one (1) year from the effective date hereof. This Agreement will automatically renew for one (1) year terms unless either Party provides thirty (30) days' written notice of termination. Either Party may terminate this Agreement for any reason at any time upon delivery of a written notice to the other Party at least thirty (30) days before the intended termination date. Such notice shall be either personally delivered or sent by certified mail, return receipt requested.

11. SEASPAR shall, as a party to a public contract:

- a. Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- b. SEASPAR certifies that it is an "equal opportunity employer" as defined by

Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of this Agreement.

- c. SEASPAR shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

12. In the event of SEASPAR's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, SEASPAR agrees as follows:

- a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service.
- b. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.

13. SEASPAR, as a party to a public contract, shall have a written sexual harassment policy that:

- a. Notes the illegality of sexual harassment;
- b. Sets forth the State law definition of sexual harassment;
- c. Describes sexual harassment utilizing examples;
- d. Describes SEASPAR's internal complaint process including penalties;
- e. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- f. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

14. SEASPAR, as a party to a public contract, certifies and agrees that it will comply with the

provisions of the Drug Free Workplace Act.

15. This Agreement represents the entire agreement between the parties. This Agreement shall only be amended by a written instrument approved and signed by all parties hereto. Such amendment shall take effect immediately upon its execution. This Agreement shall be binding upon any successors or assigns to either Party to this Agreement.

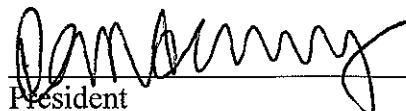
16. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois. The forum for any legal disputes between the Village and SEASPAR shall be DuPage County, Illinois.

17. Any statement or writing to be presented to a Party hereunder shall be so presented by personal delivery or by deposit in the United States mail, with postage properly prepaid, and properly addressed to the offices of the other Party, as listed above, and shall be deemed presented on date of postmark.

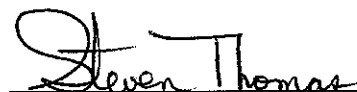
18. If any section, paragraph, clause or provision of this Agreement shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Agreement.

IN WITNESS WHEREOF, the Parties, pursuant to proper and necessary authorization have executed this Agreement on the date first written above.

**SOUTH EAST ASSOCIATION  
FOR SPECIAL PARKS AND  
RECREATION**

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

**VILLAGE OF DOWNERS GROVE**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

## Service Level Expectations

In order to provide the most efficient and effective vehicle maintenance services to its intergovernmental partner agency ("Customer"), The Village of Downers Grove Fleet Services Division ("Fleet Services") will perform in the following manner:

- Establish a routine and predictable procedure for contacting the Customer to indicate when vehicles are due for planned maintenance services
- Contact the Customer for authorization prior to proceeding with any additional repairs not previously reported or agreed upon
- Make the following services available to the Customer for the fee established in the agreement:

### Maintenance Repair & Safety

Planned maintenance services based on miles, hours or time  
Unscheduled repairs  
On-demand safety inspections  
Contract repair services managed by Fleet Services  
Contracted towing services  
Contract collision & suspension repair  
Statutory Inspections  
Equipment & technology upgrades and changes  
Road-call service  
Contracted tire repair/replacement services

### Financial & Information Services

Monthly billing report  
Annual utilization report  
Additional reports upon request

### Other Services

Additional labor for services upon request  
Specialized equipment installation  
Fire extinguisher testing and replacement  
Completion of emission testing requirements  
Provide operator training recommendations

- Provide recommendations and input for the replacement and acquisition of new vehicles and equipment
- Update fees for service on an annual basis and provide notice to Customer of any proposed rate changes at least sixty days prior to the effective date of the rate change
- Establish the Fleet Services Manager or his or her designee as the primary Fleet Services contact
- Document any instances of vehicle abuse and report to Customer liaison

In order to assist Fleet Services in providing the most efficient and effective vehicle maintenance services, the Customer is expected to perform in the following manner:

- Bring vehicles in for planned maintenance services based on established routines and procedures
- Notify Fleet Services of occurrences of vehicle damage or maintenance problems in a timely manner based on established routines and procedures
- Assign a liaison as a contact person for fleet services matters. The liaison will serve as the primary point of contact for Fleet Services staff and be able to make decisions to authorize all necessary repairs.
- Assume responsibility for exterior washing and interior cleaning of all vehicles.
- Make all necessary arrangements for transporting scheduled and non-scheduled vehicles and equipment to and from Fleet Services for service, maintenance and repairs
- Provide copies of any documentation, such as police reports or detailed invoices for repair or warranty work performed by an entity other than Fleet Services, to Fleet Services prior to a maintenance or repair
- Provide Fleet Services with information related to planned replacement of vehicles, including established replacement policies and expected life cycle of current vehicles