

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 INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND THE BOARD OF EDUCATION OF DOWNERS GROVE SCHOOL DISTRICT NO. 58 REGARDING THE MAINTENANCE AND REPAIR OF SCHOOL DISTRICT 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 Intergovernmental Agreement (the “Agreement”), between the Village of Downers Grove (the “Village”) and The Board of Education of Downers Grove School District No. 58 (“District No. 58”), 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

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF DOWNERS GROVE AND THE BOARD OF EDUCATION OF
DOWNERS GROVE SCHOOL DISTRICT NO. 58 REGARDING THE MAINTENANCE
AND REPAIR OF SCHOOL DISTRICT VEHICLES**

THIS INTERGOVERNMENTAL AGREEMENT is 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 THE BOARD OF EDUCATION OF DOWNERS GROVE SCHOOL DISTRICT NO. 58, with offices at 1860 63rd Street, Downers Grove, Illinois (hereinafter referred to as "the District").

WITNESSETH

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide that units of local government may contract with one another to perform any activity authorized by law; and

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

WHEREAS, the District 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 the District. (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 the District, at its sole expense, to bring the vehicles to the garage for service work. The District 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 the District with a written estimate of the total cost of work. The District shall pay to the Village Eighty-Seven Dollars and No Cents (\$87.00) per hour for labor performed by Village Fleet Services personnel on District vehicles. The District shall pay to the Village the actual costs for parts, materials or outside services. The District 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 the District on a monthly basis. The District 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.).

5. In the event that either party defaults in any of its obligations hereunder, the non-breaching party shall be entitled to recover reasonable attorneys' fees, costs and expenses expended to enforce the terms of this Agreement.

6. Warranties on parts and materials, if any, shall only be as long as the warranties provided by the manufacturers. The Village shall cooperate with the District in making any claim under a manufacturer warranty and, furthermore, the Village shall assign any and all of its rights under any manufacturer warranty to the extent necessary for the District to make a claim under such warranty. All other warranties, express or implied, or any other representations, promises or statements are hereby disclaimed and disavowed by the Village.

7. Each party to this Agreement shall be responsible for its negligent acts and omissions; however, nothing herein shall be construed as a waiver of either party's right to assert itself of any tort immunity available, whether by statute or common law. The District 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, except in cases of gross negligence.

8. Each Party to this Agreement shall continue to procure and maintain, at its sole and exclusive expense, insurance coverage including commercial general 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. The District and the Village may satisfy their insurance obligations under this Section through self-insurance or a self-insured risk pool.

9. In the event that the District cancels a request for service for maintenance or repairs after parts and/or materials are ordered, the District 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.

10. Each party agrees to defend, indemnify and hold harmless the other party and their respective elected and appointed officials and all other agents, representatives and employees of such other party, against any claim, suit or cause of action arising out of the 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.

11. 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.

12. Each party hereto agrees to comply with all applicable laws, rules and regulations associated with the exercise of their respective rights, duties and obligations under this Agreement.

13. 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.

14. 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 the District shall be DuPage County, Illinois.

15. 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.

16. 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.

**THE BOARD OF EDUCATION OF
DOWNERS GROVE SCHOOL
DISTRICT NO. 58**

VILLAGE OF DOWNERS GROVE

By: _____
Its: President

By: _____
Its: Mayor

ATTEST:

ATTEST:

Secretary/Clerk

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