



**Office of the City Manager**  
5200 Emerald Parkway • Dublin, OH 43017-1090  
Phone: 614-410-4400 • Fax: 614-410-4490

# Memo

**To:** Members of Dublin City Council

**From:** Marsha I. Grigsby, City Manager *mlg*

**Date:** January 24, 2013

**Initiated By:** Michelle L. Crandall, Director of Administrative Services  
Darryl Syler, Fleet Manager

**Re:** Resolution 03-13 – Agreement for Shared Fleet Maintenance Services with  
Washington Township

## Summary

Attached is Resolution 03-13, authorizing the City Manager to enter into an agreement with Washington Township for the City to be able to provide certain specified fleet services to the Township. Also attached is an "information only" memorandum, provided to Council earlier in January, which provides background and details related to this agreement.

## Recommendation

Staff recommends approval of Resolution 03-13. Should you have questions regarding this memorandum, please contact Darryl Syler at 410-4757 or 725-6394 or Michelle Crandall at 410-4403 or 206-4886.



City of Dublin

**Office of the City Manager**

5200 Emerald Parkway • Dublin, OH 43017-1090

Phone: 614-410-4400 • Fax: 614-410-4490

# Memo

**To:** Members of Dublin City Council

**From:** Marsha I. Grigsby, City Manager 

**Date:** January 10, 2013

**Initiated By:** Darryl Syler, Fleet Manager  
Michelle Crandall, Director of Administrative Services

**Re:** Washington Township - Agreement for Fleet Services

## Summary

City of Dublin and Washington Township staff held several meetings during 2012 to discuss the Township contracting with the City to provide maintenance services for the Township's 17 light-duty vehicles. Currently, Washington Township uses several different dealers and auto repair centers to provide preventive, repair and emergency fleet maintenance services. This has resulted in vehicle downtime, staff downtime to transport the vehicles to and from various repair locations, inconsistent service levels and, in some cases, higher costs of repair.

At Council's January 28 meeting, Dublin staff plans to bring forward a resolution for Council consideration establishing an agreement for the City to provide fleet services to the Township. Under this agreement, services would include, but would not be limited to the following: fueling, preventive maintenance services, diagnostic services, repair services (both emergency and non-emergency), and vehicle up-fitting.

All services would be charged on a "time and material" basis. Labor rates would be based on a fully burdened labor rate of \$81/hour during regular business hours (7:00 a.m. – 3:00 p.m., Monday – Friday), \$108/hour for overtime hours and \$135/hour for holiday hours. Additionally, there would be a 5% mark-up on parts to offset a portion of the costs associated with the City's in-house NAPA store.

At this time, the agreement would only include light-duty vehicles. Medics and larger equipment may be considered at some point in the future. Staff is confident that the City's current staffing levels will allow for both the City and the Township to receive high quality and prompt fleet maintenance and repair services. Pending Council approval, the agreement would go into effect in February.

## Recommendation

Information only. Should you have questions regarding this memorandum, please contact Darryl Syler at 410-4757 or 725-6394 or Michelle Crandall at 410-4403 or 206-4886.

# RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. **03-13**

Passed \_\_\_\_\_, 20\_\_\_\_

## **A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WASHINGTON TOWNSHIP FOR SHARED FLEET SERVICES**

**WHEREAS**, the City of Dublin and Washington Township continue to examine areas where shared services may be appropriate and of benefit to both organizations; and

**WHEREAS**, the City of Dublin and Washington Township are in agreement that certain fleet operations, including fueling and preventive maintenance and repairs for Washington Township, would best be provided by the City of Dublin and will result in improved efficiencies and/or cost savings; and

**WHEREAS**, the City of Dublin has the capacity and technical ability to provide such fleet services; and

**WHEREAS**, Section 9.482 of the Ohio Revised Code, as enacted pursuant to H.B. 153, permits a political subdivision to enter into agreements with other political subdivisions under which a contracting political subdivision agrees to exercise any power, perform any function or render any service for another contracting recipient subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform or render, subject to the approval of their respective legislative authorities.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Dublin, \_\_\_\_\_ of its elected members concurring, that:

Section 1. The City Manager is hereby authorized to execute the attached agreement with Washington Township for the provision of certain fleet services as are identified in the agreement.

Section 2. This Resolution shall be effective upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Mayor – Presiding Officer

Attest:

\_\_\_\_\_  
Clerk of Council

## INTERGOVERNMENTAL AGREEMENT FOR FLEET SHARED SERVICES

This Intergovernmental Agreement for Fleet Shared Services (“Agreement”) is entered into by and between the City of Dublin, and Washington Township, collectively the Parties, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

WHEREAS, the Parties are in the process of reviewing operations, services and procedures within their respective organizations in an effort to identify areas where shared services may be appropriate; and

WHEREAS, the Parties, in discussing their respective fleet operations, including fueling, training of fleet technicians, and provision of preventive maintenance and repairs, have agreed in principle that using the fleet services of a partner jurisdiction may result in efficiencies and/or cost savings; and

WHEREAS, Section 9.482 of the Ohio Revised Code, as enacted pursuant to H.B. 153 (the state budget bill), permits a political subdivision to enter into agreements with other political subdivisions under which a contracting political subdivision agrees to exercise any power, perform any function or render any service for another contracting recipient subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform or render, subject to the approval of their respective legislative authorities; and

WHEREAS, the Parties acknowledge that in the spirit of intergovernmental cooperation, a regional approach to the provision of certain services will be considered when the means for such cooperative effort are available and result in a cost savings and/or enhanced delivery of public services; and

WHEREAS, the City of Dublin (“Provider”) has the means to increase its capacity to provide fleet services, including, but not limited to, fueling, training, preventive maintenance and repair services to partner jurisdictions and other governmental entities, and any other services provided in the attached Exhibit A (“the Services:”); and

WHEREAS, Washington Township has identified a need to contract for Services; and

WHEREAS, Provider is ready, willing and able to contract with Washington Township on the terms and conditions hereinafter set forth, to provide Services for Washington Township in accordance with Provider ability to provide Services within its capacity and internal service priorities; and

NOW, THEREFORE, in consideration of the above, the Parties have agreed as follows:

1. Provider may provide Services to Washington Township as outlined in the attached **Exhibit “A”**. Both Parties recognize that this Agreement is non-exclusive and that Washington Township is under no obligation to utilize Provider’s Services under this Agreement, and that Provider is under no obligation to perform or offer Services for Washington Township if Provider’s capacity to service becomes unavailable; provided, however, that in the event services cannot continued to be provided by Provider then Provider will give a minimum of 30 days advance written notice to Washington Township.

Per Section 9.482 of the Ohio Revised Code, employees acting pursuant to a legislatively approved contract between municipalities are permitted to participate in any pension or indemnity fund established by Provider to the same extent as if they were providing services for Provider, and are entitled to all the rights and benefits of the Workers' Compensation Law to the same extent as while they are performing a service within the boundaries of Provider.

2. The Parties are political subdivisions and are entitled to all of the immunities and defenses provided by law. To the extent that Chapter 2744 of the Revised Code applies to the operation of a political subdivision, it applies to each Party that is subject to this Agreement and to its employees when they are rendering a service outside the boundaries of their respective Party under the Agreement.
3. This Agreement does not in any way limit any power or function of a municipality in respect of any such functions being performed under this Agreement by another municipality.
4. Each Party agrees that it will be responsible for its own acts and omissions and the results thereof; and shall not be responsible for the acts and omissions of the other Parties and the results thereof. Each Party agrees that it will assume all risk and liability to itself, its agents, or its employees for any injury to persons or property resulting in any manner from conduct of its own operations and the operations of its agents or employees under this Agreement.
5. Notwithstanding anything to the contrary, a Party shall not be liable to another Party for any special, consequential, incidental, punitive, or indirect damages or attorney fees arising from or relating to this Agreement.
6. No covenant, obligation, or promise of the Parties contained in this Agreement shall be deemed to be a covenant, obligation, or promise of any present or future council member, officer, or employee of the Parties in other than their official capacity and neither the officer, employee, or council members of the Parties approving or executing this Agreement shall be liable personally by reason of the covenants, obligations, or promises contained in this Agreement.
7. For employment relationship purposes, any Provider shall be an employee of the municipality for which that employee is ordinarily employed and by whom such employee is paid. Such employee shall not be entitled to any additional compensation or employment benefits from Washington Township, and no claim of joint employer status or liability shall be made on account of or arising from any incident in which a Provider's employee may be involved..
8. The Parties agree that records pertaining to this Agreement are subject to Section 149.43 of the Ohio Revised Code (the "Public Records Law"), to the extent permitted or required by law. The Parties agree to cooperate with respect to any public record request and any request of an authorized representative of the Auditor of the State of Ohio in connection with audits and inspections of financial reports or conduct audits.

9. All Parties shall agree to attempt to resolve any differences or disputes arising from this Agreement or the provision of Services, through voluntary, non-binding mediation prior to taking any formal legal action, by mutually selecting and sharing the cost of a qualified mediator .
10. The effective date of this Agreement shall be the latest date signed below and shall be for a five-year period; provided, however, that either party may terminate this Agreement upon 30 days' advance written notice to the other party. Termination of this Agreement shall not relieve the non-providing party from paying for any and all services provided.
11. This Agreement may only be amended in writing signed by an authorized representative of each participating Party, and as authorized by their respective legislative authorities, if required.
12. Washington Township shall provide a Certificate of Funds or Purchase Order signed by the Washington Township fiscal officer, evidencing the appropriation of funds sufficient to cover the costs of the services to be provided.

Whenever notice is required in this Agreement, such notice shall be in writing and shall be deemed served when either delivered in person to the following designated agents for that purpose, or deposited in the United States Mail, by certified or registered mail, postage prepaid, return receipt requested, addressed to the other Party as follows:

If to City of Dublin:  
City of Dublin  
Attn: Fleet Manager  
6351 Shier-Rings Road  
Dublin, OH 43016

If to Washington Township:  
Washington Township Fire Department  
Attn: Fire Chief  
6200 Eiterman Road  
Dublin, OH. 43016

or such other address as may be designated in writing by the Parties.

This Agreement may be executed in multiple counterparts, including facsimiles or scanned copies, each of which shall be recognized as an original signature.

IN WITNESS WHEREOF, the Parties, each by an authorized agent, have entered into this Intergovernmental Agreement on the date indicated above.

CITY OF \_\_\_\_\_, OHIO

CITY OF \_\_\_\_\_, OHIO

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A: Statement of Fleet Services**

*Fleet Services* provided under this agreement may include, but are not limited, to the following: fueling (including gasoline, diesel, Compressed Natural Gas (CNG), bio-fuels, electricity and other alternatives), preventive maintenance services, and diagnostic services, repair services (both emergency and non-emergency), vehicle up-fitting and training of fleet technicians or other employees.

Service Availability and Scheduling

Repair and preventive maintenance services shall be provided to the extent of the City of Dublin’s available excess capacity and is subject to the priorities of the City of Dublin’s need to maintain its own vehicles and equipment. Emergency vehicles and equipment shall take priority over non-emergency vehicles and equipment. The City of Dublin shall make a reasonable effort to complete scheduled work within two (2) business days; or other agreed upon completion schedule established to account for the complexity of the anticipated work. In the event that the provider Party determines that it is not reasonably able to complete the requested work in a timely manner due to workload, complexity of the work, and/or other circumstances, the provider Party will notify the customer Party to make reasonable efforts to minimize the impact on the customer Party’s operations.

A Party wishing to receive services shall make a reasonable attempt to contact the provider Party in advance to schedule the service.

Charges

All invoices shall be charged on a “time & material” basis: Labor and parts will be charged at the applicable rates as noted below. The current rates and charges listed herein are subject to change. The City of Dublin shall make a reasonable effort to diagnose the service to be rendered and all applicable charges. “Charges” shall include all costs associated with providing the service, including, but not limited to, hourly service charges, parts, administrative and/or diagnostic fees, after-hours or overtime fees, towing fees and specialty repair fees (if applicable).

Labor Rates

At the current time, the City of Dublin’s labor rates are \$81.00 per hour during regular business hours, \$108.00 for overtime and \$135.00 for Holiday time. (Regular business hours and holidays are defined in Exhibit B). These rates are subject to change. The City of Dublin shall provide the customer party a 30-day of any increase.

### Parts

Parts used for the provision of fleet services shall be purchased through the City of Dublin. Parts are charged to customers at the cost plus a 5% mark-up.

Use of after-market parts, in addition to or instead of original equipment manufacturer parts, may be used contingent upon those after-market parts being covered under the same level and standard of warranty as original parts, and which parts perform in the same manner as original parts.

### Diagnostics

After conducting an initial diagnostic inspection of the fleet vehicle, the City of Dublin shall provide a written estimate of the charges, along with an estimated date for completion, to the receiving Party. Upon written acceptance of the estimate by the receiving Party, Dublin shall provide the service and complete the work. Each Party shall keep accurate records of all services requested and received, including identifying vehicles, dates, estimates, odometer readings, fuel levels, costs and payments of accounts.

### Billing and Payment

The City of Dublin shall promptly invoice receiving Parties for services provided hereunder. Billing shall be provided monthly to the customer Party. Customer Parties shall pay invoices within 30 days of the invoice date.

### Level of Service

Repairs, preventive maintenance and other services shall be provided in a workman-like manner and in accord with the customary standards in the industry of vehicle repair and maintenance.

### Fueling

Fuels shall be provided at the pricing structure mutually agreed upon by the Parties and at the identified fueling sites. Fuels are charged at the base price of fuel plus a fuel surcharge. The surcharge can be found in the City of Dublin Fee Schedule and is subject to change. Hours of operation at fueling sites shall be discussed in advance between Parties, but are generally set to the same hours of operation as the host facility.

### Training

Notice of shared training opportunities shall be given to Parties and will be offered as provider Parties have excess capacity. Prices for training shall be consistent with the charges levied by external vendors.

## **Exhibit B: Regular Business Hours and Holidays**

For the purpose of determining the labor rates charged by the City of Dublin to Washington Township, regular business hours are defined as Monday through Friday, 7:00 am to 3:00 pm. Hours worked outside regular business hours will be charged at the overtime rate of pay, with the exception of hours worked on Holidays, as defined below, which will be charged at the Holiday rate of pay.

The following are designated as holidays for the City of Dublin:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

Should the Federal or State government designate a specific date or day of the week for observation of one of the above listed holidays; the City will generally follow that designation. When a holiday falls on a Saturday, the Friday immediately before the holiday shall be the observed day; should the holiday fall on a Sunday; the Monday immediately following the holiday shall be the observed day.