


To: Members of Dublin City Council

From: Dana L. McDaniel, City Manager 

Date: February 19, 2019

Initiated By: Megan O'Callaghan, Director of Public Works
Darryl Syler, Director of Fleet Management

Re: Resolution 13-19 – Authorizing the City Manager to Enter into an Agreement with the Dublin City School District Board of Education for Fleet Shared Services for Compressed Natural Gas School Buses

Background

The City of Dublin and Dublin City School District Board of Education entered into a shared services agreement with regard to the maintenance of the gasoline and diesel fuel service area and purchase of gasoline and diesel fuel in 1999. In 2012, the City of Dublin, in partnership with Dublin-based IGS Energy, the station's fuel provider, and Clean Fuels Ohio who helped secure a \$1.5 million grant, constructed and opened a Compressed Natural Gas (CNG) fueling station at the City's Fleet facility, 6351 Shier Rings Road.

Summary

The Dublin City School District recently purchased five (5) Compressed Natural Gas (CNG) school buses. The City of Dublin and Dublin City Schools staff have reviewed operations, services and procedures within the respective organizations and have determined fueling and preventive maintenance and repairs for the Dublin City School District's CNG school buses would best be provided by the City of Dublin and result in improved efficiencies and benefit both organizations.

Under this agreement, services would include, but are not limited to, the following: CNG fueling, preventive maintenance services, diagnostic services, repair services (both emergency and non-emergency), vehicle up-fitting and training of fleet technicians or other employees as it pertains to CNG school buses.

All services would be provided on a "time and material" basis. Labor rates would be based on a fully burdened labor rate of \$110 per hour during regular business hours, pursuant to Ordinance 65-18. Parts would be charged at cost plus a five-percent (5%) mark-up. CNG fuel would be charged at the base price of fuel plus a surcharge of \$0.66 per GGE pursuant to Ordinance 65-18. The City of Dublin would invoice the Dublin City School District monthly.

Staff is confident that the City's current staffing levels would allow for both the City and School District to receive high quality and prompt fleet maintenance and repair services. Pending Council approval the agreement would go into effect immediately.

Recommendation

Staff recommends City Council approval of Resolution 13-19, authorizing the City Manager to Enter into an Agreement with the Dublin City School District Board of Education for Fleet Shared Services for Compressed Natural Gas School Buses.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 13-19 Passed _____, 20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE DUBLIN CITY SCHOOL DISTRICT BOARD OF EDUCATION FOR FLEET SHARED SERVICES FOR COMPRESSED NATURAL GAS SCHOOL BUSES.

WHEREAS, the City of Dublin and Dublin City School District entered into a shared services agreement with regard to the maintenance of the gasoline and diesel fuel service area and purchase of gasoline and diesel fuel in 1999; and

WHEREAS, the Dublin City School District recently purchased five (5) Compressed Natural Gas (CNG) school buses; and

WHEREAS, the City of Dublin and Dublin City School District staff have reviewed operations, services and procedures within their respective organizations and have determined fueling and preventive maintenance and repairs for the Dublin City School District's CNG school buses would best be provided by the City of Dublin and result in improved efficiencies and benefit both organizations; and

WHEREAS, the City of Dublin has the capacity and technical ability to provide fleet services, including, but not limited to, fueling, training, preventive maintenance and repair services for the Dublin City School District's CNG school buses; and

WHEREAS, Section 9.482 of the Ohio Revised Code 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, State of Ohio, _____ of the elected members concurring, that:

Section 1. The City Manager is hereby authorized to enter into the attached agreement with the Dublin City School District Board of Education for the provision of certain CNG fleet shared services as are identified in the agreement.

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

Passed this _____ day of _____, 2019

Mayor – Presiding Officer

Attest:

Clerk of Council

**INTERGOVERNMENTAL AGREEMENT FOR FLEET SHARED SERVICES FOR
COMPRESSED NATURAL GAS (CNG) SCHOOL BUSES**

This Intergovernmental Agreement for Fleet Shared Services ("Agreement") is entered into by and between the City of Dublin, an Ohio Municipal Corporation ("Provider") and the Dublin City School District Board of Education, an Ohio Public School District ("the School District"), collectively ("the Parties,") individually ("Party") this 11th day of February, 2019.

WHEREAS, the School District recently purchased five (5) Compressed Natural Gas (CNG) school buses; and

WHEREAS, the Parties have reviewed 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 partnering regarding fleet services may result in efficiencies and/or cost savings; and

WHEREAS, Section 9.482 of the Ohio Revised Code 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 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 the School District, and any other services provided in the attached Exhibit A ("the Services:"); and

WHEREAS, the School District has identified a need to contract for Services; and

WHEREAS, Provider is ready, willing and able to contract with the School District on the terms and conditions hereinafter set forth, to provide Services for the School District in accordance with Provider's ability to provide Services in accordance with Provider's normal capacity and internal service priorities; and

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

1. Provider shall provide Services to the School District as outlined in the attached **Exhibit "A"** and in accordance with Provider's normal business schedule, outlined in **Exhibit B**, unless Provider's capacity to provide Services becomes unavailable. Both Parties recognize that this Agreement is non-exclusive and that the School District 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 the School District if Provider's capacity to provide Services becomes unavailable; provided,

however, that in the event services cannot continue to be provided by Provider then Provider will give a minimum of thirty (30) days advance written notice informing School District of Provider's inability to provide service.

2. Per Section 9.482 of the Ohio Revised Code, employees acting pursuant to a legislatively approved contract between potential subdivisions 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.
3. 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 the Parties, 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.
4. This Agreement does not in any way limit any power or function of a Party in respect of any such functions being performed under this Agreement by another political subdivision.
5. 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 Party 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.
6. 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.
7. 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 officer, elected official, employee, agent, or volunteer of the Parties in other than their official capacity and neither the officer, elected official, employee, agent, or volunteer of the Parties approving or executing this Agreement shall be liable personally by reason of the covenants, obligations, or promises contained in this Agreement.
8. For employment relationship purposes, any Provider shall be an employee of the political subdivision 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 the School District, 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.

9. 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 reasonably 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.
10. The effective date of this Agreement shall be the latest date signed below and shall be for a five (5) year period; provided, however, that either Party may terminate this Agreement upon thirty (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. The School District shall provide a Certificate of Funds or Purchase Order signed by the School District Fiscal Officer, evidencing the appropriation of funds sufficient to cover the costs of the Services to be provided.
13. 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: Director of Fleet Management
6351 Shier-Rings Road
Dublin, OH 43016

And:

Jennifer Readler
Law Director, City of Dublin
C/O Frost, Brown, Todd, LLC
10 West Broad St
One Columbus Center, Suite 2300
Columbus, Ohio 43215

If to Dublin City School District:
Dublin City School District
Attn: Jeff Stark
Chief Operating Officer

6371a Shier Rings Road
Dublin, OH. 43016

And:

Christopher Miller
Ice Miller, LLP
250 West Street, Suite 700
Columbus, Ohio 43215

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 DUBLIN, OHIO
AN OHIO MUNICIPAL
CORPORATION**

**DUBLIN CITY SCHOOL DISTRICT
BOARD OF EDUCATION, AN OHIO
PUBLIC SCHOOL DISTRICT**

By: _____

By:  _____

Title: _____

Title: Board President _____

Date: _____

Date: 2/11/2019 _____

APPROVED AS TO FORM

**Law Director
City of Dublin, Ohio**

Exhibit A: Statement of Fleet Services for Compressed Natural Gas (CNG) School Buses

Fleet Services provided under this agreement may include, but are not limited, to the following: CNG fueling, preventive maintenance services, and diagnostic services, repair services (both emergency and non-emergency), vehicle up-fitting and training of fleet technicians or other employees as it pertains to Compressed Natural Gas vehicles and assets.

Service Availability and Scheduling

Repair and preventive maintenance services shall be provided to the extent of the Provider's available excess capacity and is subject to the priorities of the Provider's need to maintain its own vehicles and equipment. Emergency vehicles and equipment shall take priority over non-emergency vehicles and equipment. The Provider 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 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 will notify the School District to make reasonable efforts to minimize the impact on the School District's operations.

When School District wishes to receive Services shall make a reasonable attempt to contact the Provider 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 conditions and provide an estimate of charges necessary for the Service to be rendered. "Charges" shall include all costs associated with providing 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 Provider's fleet maintenance labor rates are One Hundred and Ten Dollars and No Cents (US \$110.00) per hour per Ordinance 65-18 during regular business hours. These rates are subject to change. The Provider shall provide the School District a thirty (30) day notice of any change in labor rates.

Parts

Parts used for the provision of fleet services shall be purchased through the Provider. Parts are charged to the School District at cost plus a five percent (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. When such after-market parts are used, Provider will provide School District with notice that after-market parts have been used.

Diagnostics

After conducting an initial diagnostic inspection of the fleet vehicle, the Provider shall provide a written estimate of the charges, along with an estimated date for completion, to the School District. Upon written acceptance of the estimate by the School District, Provider 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.

Level of Service

All repairs, preventive maintenance and/or other services shall be provided by trained, certified mechanics and staff in Provider's employ or under Provider's control in a workman-like manner and in accordance with the customary standards in the industry of vehicle repair and maintenance.

CNG Fueling

Fuels are charged at the base price of fuel plus a fuel surcharge. At the current time, the Provider CNG surcharge is Sixty-Six Cents (US \$0.66) per GGE compressed natural gas per Ordinance 65-18. These rates are subject to change. The Provider shall provide the School District a thirty (30) day notice of any change in CNG surcharge.

Training

Notice of shared training opportunities shall be given to School District and will be offered as Provider has excess capacity. Prices for training shall be consistent with the charges levied by external vendors.

Billing and Payment

The Provider shall promptly invoice School District for Services provided hereunder. Billing shall be provided monthly to the School District. Unless otherwise being reasonably disputed, School District shall pay invoices within thirty (30) days of the invoice.

Exhibit B: Regular Business Hours and Holidays

For the purpose of determining the labor rates charged by the Provider to School District, 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 Provider:

- 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 Provider 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.

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