

**A RESOLUTION APPROVING A TOWNSHIP BUS MAINTENANCE
AND STORAGE AGREEMENT WITH WHEELING TOWNSHIP**

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: A certain Intergovernmental Agreement by and between the Village of Arlington Heights and Wheeling Township, regarding the storage and maintenance of Wheeling Township and PACE transportation buses, a true and correct copy of which is attached hereto, be and the same is hereby approved.

SECTION TWO: The Village President and Village Clerk are hereby authorized and directed to execute said agreement on behalf of the Village of Arlington Heights.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 6th day of August, 2018.

Village President

ATTEST:

Village Clerk

TOWNSHIP BUS MAINTENANCE AGREEMENT

An Intergovernmental Agreement, pursuant to the authority of Article VII, Section 10, of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (127 ILCS 741 et. seq.) entered into this 6th day of August, 2018, by and between the Village of Arlington Heights, an Illinois municipal corporation (the "Village"), and Wheeling Township, a body politic and corporate (the "Township").

WHEREAS, the Township desires that routine preventative maintenance and minor repair service for these buses be provided by the Village and the Village is willing to provide such service provided that it does not incur additional costs and liability from such use, and

WHEREAS, preventative maintenance shall be defined as lube, oil, filter and inspection of buses and minor repair shall be defined as all repairs necessary to keep buses in safe operating condition not to include major engine, transmission and accident related damages or any other condition in which Fleet Services would normally contract out for repair of Village vehicles,

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the parties hereto agree as follows:

1. The Village will provide fuel to the Township for use of ten buses for its governmental purposes, and will bill the Township for such fuel on the same terms as fuel is provided by the Village to the Park and School Districts.

2. The Village, at its sole option, will provide preventative maintenance and minor repairs to the ten Township and PACE buses, the scheduling and terms of payment for such maintenance and repairs to be as follows:

A. Effective September 1, 2018, the Village shall be reimbursed by the Township at a rate of \$85 per hour for its mechanic's time spent maintaining the ten buses. On September 1 of each subsequent year of this Agreement, that hourly rate shall be increased by 2%.

B. The Township shall reimburse the Village for all parts used to maintain or repair the buses at a rate of 117% of the actual cost to cover inventory and storekeeper administrative costs.

3. The Village will not warrant any repairs made to Township buses, and shall not be held responsible for any opinions of the conditions of the vehicles made by individual employees.

4. The Village agrees to allow the bus drivers to wash the buses at the Public Works facility during normal business hours at no charge to the Township. The Village also agrees to provide a designated time for bus washing as long as it does not interfere with emergency response activities of the Public Works Department or the Village.

5. The Township shall provide to the Village a certificate of insurance as evidence that the Township maintains general liability insurance and auto liability insurance covering the

buses to be maintained by the Village property, which insurance shall include bodily injury and property damage coverage with limits satisfactory to the Village. The Township shall name the Village its officers, employees, and agents as additional insured and submit proof of insurance to the Village on annual basis.

6. The Township, in consideration for the covenants of the Village herein, hereby agrees to indemnify the Village, its officers and employees, from and against all claims, damages, losses and expenses, including reasonable attorney's fees, for bodily injury, death, or for property damage, including loss of use, occurring as a result of any act or omission of the Township, its officers, agents, or employees arising under this Agreement.

7. This Agreement shall terminate five years from the date of approval in paragraph one. At that time, either party may initiate the approval of a new agreement as agreed to by both parties. Before this termination date, either party may request in writing a change to the terms of the Agreement. The Agreement shall not be changed until both parties agree in writing to such a change.

8. All notices, payments and other instruments required or permitted to be served shall be deemed to have been sufficiently served if delivered or mailed to the following:

Village of Arlington Heights
Village Manager
33 S. Arlington Heights Road
Arlington Heights, IL 60005

Wheeling Township
Supervisor
1616 N. Arlington Heights Road
Arlington Heights, IL 60004

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date first above written.

WHEELING TOWNSHIP

By



Title



VILLAGE OF ARLINGTON HEIGHTS

By

Title
