# INTERGOVERNMENTAL AGREEMENT FOR FLEET SERVICES

## Public Works Department

Between

**THE CITY OF ROCK ISLAND, ILLINOIS**

and

**ROCK ISLAND-MILAN SCHOOL DISTRICT 41**

This Intergovernmental Agreement ("Agreement") is entered into pursuant to the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., by and between the City of Rock Island, Illinois ("City"), acting through its Public Works Department, and Rock Island-Milan School District 41 ("District").

### 1. Purpose

The purpose of this Agreement is to allow the District to obtain fleet maintenance and repair services from the City's Public Works garage on a voluntary, as-needed basis.

### 2. Services

The City agrees to provide fleet maintenance and repair services for District equipment brought to the City's Public Works garage. The District may bring any equipment it chooses for service. Services include, but are not limited to, repairs, preventive maintenance ("PM"), and body shop work, as requested by the District and accepted by the City, subject to garage capacity and scheduling.

### 3. Rates

The District shall pay the City for services performed under this Agreement on a labor-plus-materials basis. Hourly labor rates are as follows:

- Repair: One Hundred Twenty-Five and 00/100 Dollars ($125.00) per hour;
- Preventive Maintenance (PM): Seventy-Five and 00/100 Dollars ($75.00) per hour;
- Body Shop Repairs: Sixty and 00/100 Dollars ($60.00) per hour.

Labor is billed at the hourly rates above for time actually worked. In addition, the District shall pay the actual cost of all parts and materials used for the work. All repairs, PM services, and body shop work under this Agreement are billed as labor plus materials.

The City will update the hourly labor rates in this section annually. The City shall give the District written notice of any rate change at least thirty (30) days before the new rates take effect. Updated rates apply only to services performed on or after the effective date of the change.

### 4. Maintenance Records

The City shall keep a log of all maintenance and repair work performed under this Agreement on each piece of District equipment. The District may request and receive those records for any piece of equipment at any time during the term of this Agreement.

### 5. Non-Exclusive / No Obligation

This Agreement is non-exclusive. The District is not obligated to use the City for any fleet services and may obtain maintenance and repair services from any other provider at any time. Nothing in this Agreement requires the District to bring any minimum amount of equipment or work to the City.

**6. Scheduling and Acceptance of Work**

The District shall contact the City's Public Works garage to schedule services. The City may accept or decline a particular job based on workload, staffing, parts availability, or the nature of the work. Acceptance of equipment for service does not create an ongoing obligation beyond the work agreed for that job.

**7. Payment**

The City will invoice the District for completed services, including hourly labor and materials. The District shall pay invoices within thirty (30) days of receipt.

**8. Term and Termination**

This Agreement begins on the date of the last signature below and continues for one (1) year. It will automatically renew for successive one-year terms unless either party gives written notice of non-renewal at least thirty (30) days before the end of the then-current term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice to the other party. Termination does not relieve the District of payment for services already performed.

**9. Independent Entities**

Each party remains an independent governmental entity. Nothing in this Agreement creates a partnership, joint venture, or employment relationship between the parties or their employees.

**10. Liability**

Each party is responsible for the acts and omissions of its own officers, employees, and agents. Neither party waives any immunities or defenses available under Illinois law, including the Local Governmental and Governmental Employees Tort Immunity Act.

**11. Entire Agreement**

This Agreement is the entire agreement between the parties on this subject and may be amended only by a written instrument signed by both parties.

**12. Authorization**

Each person signing below represents that they are authorized to bind the party on whose behalf they sign.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

| **CITY OF ROCK ISLAND, ILLINOIS** | **ROCK ISLAND-MILAN SCHOOL DISTRICT 41** |
|---|---|
| By: _____ | By: _____ |
| Name: Todd Thompson | Name: Dr. Sharon Williams |
| Title: City Manager | Title: Superintendent |
| Date: _____ | Date: _____ |