## Memorandum of Agreement (MOA) Between City of Madison Engineering Division and Fleet

This Memorandum of Agreement between City of Madison Engineering Division and Fleet is intended to define each party's rights and responsibilities related to the maintenance of the Madison Sewer Utility and Stormwater Utility fleet assets.

The City Engineer is responsible for the management of the Madison Sewer and Stormwater Utilities. In order for the Engineering Division to fulfill its responsibilities to Utility ratepayers the fleet of vehicles and equipment owned by these utilities is required to be operated and maintained in an efficient and cost-effective manner.

**TERM OF AGREEMENT**. This Agreement shall commence on January 1, 2021 and continue through December 31, 2021. Thereafter, this agreement shall automatically extend on a calendar year basis to coincide with the City's budget year. Either party may terminate this agreement by providing written notice to the other party no later than May 31<sup>st</sup> of each year with termination being effective January 1<sup>st</sup> of the following year.

**ASSIGNED EMPLOYEE.** Fleet shall assign one (1) Fleet Technician to work at the Engineering Operations Facility located at 1600 Emil Street Monday through Friday 6:30 AM to 2:30 PM. Any proposed changes to these days and/or hours shall require Engineering's pre-approval. Existing Fleet policies and procedures shall be used for determining the employee assigned to the Engineering Operations Facility. The assigned employee shall be subject to a six-month trial period during which the Engineering Division can decide to return the employee to Fleet for reassignment. This trial period provision shall apply to any and all Fleet employees upon assignment to Engineering.

The assigned Fleet employee shall be subject to Engineering Division work rules including but not limited to procedures for timekeeping, time off requests, absence and tardiness notifications. Engineering shall communicate with Fleet as needed to assure that Fleet can effectively supervise the assigned employee. On occasion, Fleet or Engineering Division may send Fleet Technician to mandatory mechanical training or other work training, with approval from both sides.

**FACILITY, EQUIPMENT AND TOOLS.** The Engineering Division shall provide space at the Engineering Operations Facility for the assigned Fleet Technician to perform preventive maintenance and repair work. Such space shall be provided at no cost to Fleet. This space shall be equipped with a portable vehicle lift, fixed crane and compressed air system. Engineering and Fleet agree that this equipment shall be available for use by the assigned Fleet Technician and Engineering Operations employees. All affected employees shall work in a cooperative manner to share space and equipment to facilitate the efficient and cost-effective provision of services.

Fleet shall provide all other parts and equipment necessary to provide these services. The assigned Fleet Technician will bring their personal tools to the worksite in a toolbox secured on-site for most tool needs in accordance with Fleet protocol for all Fleet Technicians. Fleet will provide specialty tools and diagnostic software as needed. Engineering shall provide a secure location for storage of such tools and equipment which are not for use by Engineering employees without the express approval of the assigned Fleet Technician or Fleet Foreperson.

**RECORDKEEPING.** Fleets shall incorporate the Engineering Division's fleet assets into its existing Computerized Maintenance Management System (CMMS) to:

- 1. Maintain an accurate and current inventory of Engineering vehicles and equipment.
- 2. Establish scheduled preventive maintenance tasks and frequencies for each unit based on manufacturer recommendations.
- 3. Track all preventive maintenance, safety inspections and repair work performed and associated costs;
- 4. Provide vehicle/equipment operational cost analysis information.

Fleet shall provide a limited number of Engineering Division representatives with access to the CMMS input service requests, review status of existing requests and review costs.

**PREVENTIVE MAINTENANCE, SAFETY INSPECTIONS AND REPAIR.** Fleets shall develop, implement and maintain a costeffective preventive maintenance plan for the Engineering Division's fleet assets. The assigned Fleet Technician shall coordinate vehicle and equipment maintenance, inspections and repairs with Engineering supervisors to assure such work is performed within the required timeframes but does not adversely impact Utilities' operations. Fleet shall oversee costeffective inventory control system(s) relative to automotive parts, supplies and fuel.

**EQUIPMENT AND VEHICLE ACQUISITION AND DISPOSAL.** The Engineering Division shall be responsible for all equipment and vehicle acquisition and disposal activities. This includes, but is not limited to, determining the size and make of the Utilities' fleet; budgeting and funding; developing specifications and procuring fleet assets in compliance with City purchasing policies and procedures; disposition of surplus fleet assets. Engineering shall provide the Fleet Superintendent with its vehicle acquisition plan for Capital budget. The Fleet Superintendent will review and make any recommendations to the City Engineering within one week or less.

Engineering shall receive and inspect all new Utility vehicles and equipment at 1600 Emil St. GPS and fuel system equipment shall be installed at 1600 Emil St. by the assigned Fleet Technician starting sometime in early 2021, once Fleet has purchased a new Ward jet scanner and updated this process to allow assigned Fleet Technician to complete this work.

Prior to the vehicle or equipment being placed in service, Engineering shall schedule a new vehicle intake appointment with Fleet to enable Fleet to collect asset inventory data and set up preventive maintenance schedules. Engineering shall provide Fleet with at least one week's notice in scheduling this intake appointment. Engineering shall deliver the vehicle/equipment to Fleet's Nakoosa location. Fleet shall complete the vehicle intake within 3 business days, with the exception of extenuating circumstances in cases of which Fleet will notify Engineering. These are expected to be rare, if any. Fleet will notify Engineering when vehicle/equipment is ready to be picked up.

**CONTRACTED SERVICES.** The Engineering Division shall be responsible for determining what fleet maintenance and repair services shall be provided by outside vendors. For tracking purposes Fleet pays the vendor bills directly and is reimbursed from Engineering through monthly billing. Fleet shall not add any mark up to vendor invoices.

**ABILITY TO SELF-PERFORM SERVICES.** The Engineering Division shall retain its right to perform work on Utility owned fleet assets. Such work shall be recorded in the Fleet CMMS to have complete vehicle maintenance history records. A Fleet Foreperson shall be informed of such work, if any in order to input into CMMS.

**REGISTRATION, LICENSE PLATES AND INSURANCE CARDS.** Fleet shall perform all services required to obtain and maintain vehicle registration and proper license plates for Engineering vehicles. Fleet shall also place an insurance card in the glove box of each vehicle.

**EMERGENCY SERVICES.** Fleet shall provide emergency roadside assistance, breakdown, vehicle accident and after hours assistance as requested by the Engineering Division.

**COMMUNICATION.** The Engineering Division and Fleet shall maintain close communication to maximize service delivery.

**COSTS.** Fleet shall bill Engineering for labor, parts and supplies used in the performance of work on Utility fleet assets. Labor shall be billed at a flat rate of \$80 per hour. Parts and supplies purchased by Fleet and used in the provision of services to Engineering shall be marked up 16.2%.

**COMPLETE AGREEMENT.** This Service Level Agreement, together with any attachments hereto which are incorporated by reference herein, is the entire agreement between the parties. It supersedes all prior or contemporaneous communications, representations or agreement, whether written or oral, with respect to the subject matter hereof.

## AMENDMENTS TO AGREEMENT.

This Agreement and its attachments may be modified by a mutually agreed upon written notification.

## CITY OF MADISON ENGINEERING DIVISION:

11/30/2020

Date

Robert F. Phillips, P.E. City Engineer

CITY OF MADISON FLEET:

Mahanth Joishy Fleet Superintendent

11/30/2020 Date