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

This Memorandum of Agreement between City of Madison Engineering Division and Fleet Service 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 or about October 1, 2018 and continue through December 31, 2019. 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 31st of each year with termination being effective January 1st of the following year.

ASSIGNED EMPLOYEE. Fleet Service 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. 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 Service for reassignment. This trial period provision shall apply to any and all Fleet employees upon assignment to Engineering.

The assigned Fleet Service 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 Service as needed to assure that Fleet can effectively supervise the assigned employee. On occasion, Fleet Service 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 Services. This space shall be equipped with a portable vehicle lift, fixed crane, vehicle exhaust system and compressed air system. Engineering and Fleet Services 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. The Engineering Facility and/or site is not to be used to perform work on any private vehicles or equipment.

Fleet Services 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 Service protocol for all Fleet Technicians. Fleet Service 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 Service Foreperson.

RECORDKEEPING. Fleet Services 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 manufacturers recommendations.
- 3. Track all preventive maintenance, safety inspections and repair work performed and associated costs;
- 4. Provide vehicle/equipment operational cost analysis information.

Fleet Services 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. Fleet Services shall develop, implement and maintain a cost-effective 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 Services shall oversee cost-effective 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.

CONTRACTED SERVICES. The Engineering Division shall be responsible for determining what fleet maintenance and repair services shall be provided by outside vendors and procuring such services in compliance with City purchasing policies and procedures. Engineering shall enter all contracted work order into the fleet CMMS.

ABILITY TO SELF-PERFORM SERVICES. The Engineering Division shall retain its right to perform work on Utility owned fleet assets.

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

EMERGENCY SERVICES. Fleet Services shall be available to assist in providing emergency roadside assistance, breakdown, vehicle accident and after hours assistance as requested by the Engineering Division.

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

COSTS. Fleet Service 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 \$75 per hour. Parts and supplies purchased by Central Fleet Services and used in the provision of services to Engineering shall be marked up 10%. Parts and supplies purchased directly by the assigned Fleet Technician shall be paid directly by Engineering via pcard and shall not be marked up.

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:

Robert F. Phillips, P.E.

City Engineer

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CITY OF MADISON FLEET SERVICE:

Mahanth Jojsky

Fleet Superintendent

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Date