

RESOLUTION R-25-16

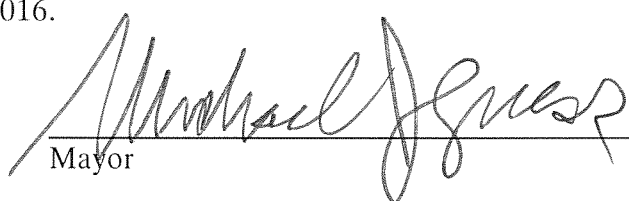
A RESOLUTION AUTHORIZING THE EXECUTION OF A
RECIPROCAL FUEL AGREEMENT/COUNTY OF DUPAGE

WHEREAS, the City of Wheaton, DuPage County, Illinois, ("City") and County of DuPage, Illinois ("County") are both desirous of establishing a backup and/or emergency site to fuel City and County vehicles; and

WHEREAS, it is necessary for the City and County to enter into a Reciprocal Fuel Agreement for the purposes of using each other's fueling facilities as a backup and/or emergency site.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is hereby authorized to execute a Reciprocal Fuel Agreement between the City of Wheaton and County of DuPage for using each other's fueling facilities as a backup and/or emergency site, and the City Clerk is hereby authorized to attest to the Mayor's signature.

ADOPTED this 6th day of June, 2016.



Mayor

Attested by:


City Clerk

Roll Call Vote

- Ayes: Councilman Scalzo
- Councilman Sues
- Councilwoman Fitch
- Councilman Prendiville
- Councilman Rutledge
- Mayor Gresk
- Councilman Saline

Nays: None
Absent: None

Motion Carried Unanimously

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
CITY OF WHEATON
AND THE
COUNTY OF DU PAGE
RECIPROCAL FUEL AGREEMENT**

This AGREEMENT entered into this 28th day of June, 2016 by and between the City of Wheaton (hereinafter referred to as the "CITY") and the County of DuPage (hereinafter referred to as the "COUNTY"), concerning the purchase of bio-diesel, unleaded gasoline and compressed natural gas fuel.

WITNESSETH

WHEREAS, the COUNTY and the CITY have fueling facilities which are equipped to dispense bio-diesel, unleaded gasoline and/or compressed natural gas (CNG) fuels (hereinafter referred to as "Fuels"); and

WHEREAS, the COUNTY and the CITY desire the use of each other's fueling facilities as a backup and/or emergency site; and

WHEREAS, it is in the best interest of the COUNTY and the CITY to enter into an agreement wherein the COUNTY and the CITY can use each other's fueling facilities and purchase Fuels from each other; and

WHEREAS, pursuant to Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), units of local government may contract to share services or perform any activity authorized by law,

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein set forth and other good and valuable consideration, the parties hereto agree as follows:

1. The provisions of the preamble are incorporated herein and made a part hereof.
2. The COUNTY and the CITY may purchase Fuels from each other, to be used exclusively for their own governmental operations.
3. The COUNTY and the CITY shall inform each other in writing prior to each January 1st during the term of this AGREEMENT of the estimated number of gallons (or gallon equivalent) of Fuels it is expected to need each month for the subsequent twelve (12) months.
4. The COUNTY and the CITY shall provide each other with a list of persons authorized to fuel vehicles at the fueling facilities and a list of the vehicles which may be fueled (make, model, license plate number, COUNTY or CITY unit number). The COUNTY and the CITY will issue a chip key for each vehicle and a personal identification number (PIN) to each person on the list that will allow the person to access the fueling facilities. The COUNTY and the CITY shall pay each other for the actual cost of chip keys issued to COUNTY and CITY employees or

agents including any replacement chip keys if lost, stolen or damaged (2015 cost is \$10.00 per chip key). The COUNTY and the CITY shall notify each other immediately of any changes in personnel authorized to fuel vehicles at the fueling facilities. The chip key of any vehicle no longer authorized to fuel shall be immediately returned to the COUNTY or the CITY.

5. COUNTY and CITY employees and agents shall comply with COUNTY and CITY rules and regulations including, but not limited to, the following:

- a) the PIN shall only be used by the person to whom it was issued;
- b) the chip key and any fuel obtained using the chip key shall be for COUNTY and CITY governmental operations only; and
- c) any lost or stolen chip keys or PINs shall be immediately reported to the COUNTY's Vehicle Maintenance Supervisor or the CITY's Fleet Manager.

6. The COUNTY and the CITY shall be financially responsible for all fuel dispensed pursuant to chip keys issued to COUNTY and CITY vehicles or employees.

7. The COUNTY and the CITY will invoice each other for all Fuels dispensed for COUNTY and CITY use on a monthly basis based on usage. The invoiced amount for bio-diesel and unleaded fuel will be the per gallon charge by the supplier multiplied by the number of gallons dispensed for COUNTY and CITY use. The invoiced amount for CNG fuel will be the per-gallon gasoline equivalent charge by the supplier multiplied by the number of gallons of gasoline equivalent fuel dispensed for COUNTY and CITY use. The per-gallon gasoline (or if CNG the gasoline gallon equivalent) charge shall be based on the most recent fuel purchase cost paid by the COUNTY and CITY. In addition, the COUNTY and CITY will be assessed a proportionate share of the supplier's delivery charges and taxes based on the COUNTY and CITY's usage as compared to the total monthly usage for CNG fuel. Payment shall be due 45 days from the invoice date. The COUNTY and CITY shall supply each other with proof of the supplier charges upon the COUNTY and CITY's written request.

8. The COUNTY and CITY shall also pay to each other a fee for fueling facility equipment and maintenance costs with each invoice. This fee shall be calculated as follows: number of gallons dispensed to COUNTY and CITY multiplied by \$0.08 for CNG (the gasoline gallon equivalent) and number of gallons dispensed to COUNTY and CITY multiplied by \$0.08 for bio-diesel and unleaded fuel. The equipment and maintenance charges are subject to change by the COUNTY and CITY depending on actual fueling facility equipment and maintenance costs incurred. The COUNTY and CITY shall also pay each other a \$15.00 charge for administration fee with each invoice. The \$15.00 fee is subject to change by each other depending on actual administration costs. The COUNTY and CITY will invoice each other for these fees and payment shall be made by the COUNTY and CITY within 45 days from the invoice date.

9. The COUNTY and CITY warrant that the Fuels it purchases under this AGREEMENT are for its exclusive use for its governmental operations such that the sale of the fuel is exempt from federal excise tax. As requested by the supplier, the COUNTY and CITY agree to cooperate in execution of any necessary federal excise tax exemption certificates.

10. Each party to this AGREEMENT (as "Indemnitor") shall defend, indemnify, keep and hold harmless the other party to the extent permitted by law (as "Indemnitee") and all of the elected officials, officers, agents and employees of the Indemnitee from and against all liabilities, claims, causes of action, judgments, settlements, damages, costs and expenses (including reasonable expert witness and attorney fees) that may at any time arise or be claimed by any person, governmental agency, company, corporation or any other entity as a result of bodily injury, death or property damage, or as a result of any other claim or cause of action of any nature whatsoever, arising from or in any manner connected with, directly or indirectly, the negligent or intentional acts or omissions of the Indemnitor in exercising its rights or carrying out its responsibilities as set forth in this AGREEMENT.

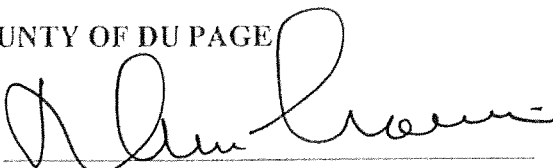
11. It is the intent of the parties that this AGREEMENT shall continue in effect until termination in accordance with this paragraph. Either party may terminate this AGREEMENT upon thirty (30) days' written notice to the other party.


12. The parties hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the parties intend to be bound by the terms and conditions contained herein.

13. This AGREEMENT shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

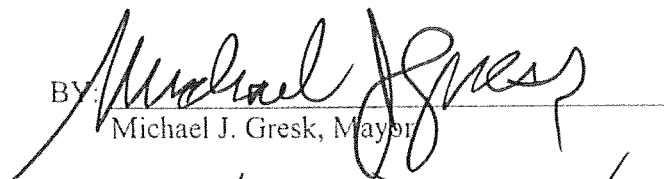
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the day and year above written.

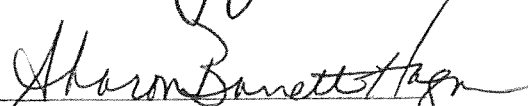
COUNTY OF DU PAGE

By: 
Daniel J. Cronin
Chairman, DuPage County Board

ATTEST: 
Paul Hinds, County Clerk

CITY OF WHEATON

By: 
Michael J. Gresk, Mayor

ATTEST: 
Sharon Barrett-Hagen, City Clerk