

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
SEPTEMBER 22, 2009 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Agreement with Grasshopper Shuttle, LLC for the Joint Purchase of Vehicle Fuel	✓ Resolution Ordinance Motion Discussion Only	Judy Buttny Finance Director

SYNOPSIS

A resolution has been prepared to enter into an agreement with Grasshopper Shuttle, LLC to allow Grasshopper Shuttle to purchase compressed natural gas (CNG) fuel from Village CNG filling station.

STRATEGIC PLAN ALIGNMENT

The Five Year plan and Goals for 2008-2013 identified *Exceptional Municipal Organization*. A supporting objective of this goal is *Financially Sustainable Village Government*.

FISCAL IMPACT

Grasshopper expects to purchase approximately 2,000 gallons of gas equivalency (gge) for CNG fuel per year. The Village would receive approximately \$360 per year as an administrative fee.

RECOMMENDATION

Approval on the October 6, 2009 consent agenda.

BACKGROUND

The Village of Downers Grove owns and operates a central vehicle fueling facility located at the Public Works Facility at 5101 Walnut Avenue. All Village vehicles use this site to fuel. In addition, the Village has intergovernmental agreements with a number of other local agencies such as the Downers Grove Sanitary District and Downers Grove Grade School District 58 for the purpose of dispensing fuel to these agencies. Through this cooperation, the Village has the opportunity to offer fuel to other agencies at significant cost savings compared to open market pump prices.

The proposed resolution would put into place an agreement with Grasshopper Shuttle, LLC for the purpose of dispensing fuel to this agency. If approved, the proposed agreement would be in place for a period of six months and the agreement could be renewed for two subsequent six month periods by mutual agreement of both parties. Grasshopper Shuttle, LLC is an eco-friendly transportation service located on Ogden Avenue in Downers Grove. Grasshopper wished to acquire and/or convert its vans to CNG but required a reliable and local source of high pressure CNG. In early 2009, Grasshopper approached the Village about utilizing the CNG station located at the Public Works facility. The DuPage County Forest Preserve District recently authorized Grasshopper to purchase CNG fuel from their facility in West Chicago. Grasshopper determined that purchasing fuel from this location would not be feasible. The proposed agreement would allow Grasshopper to pay either the cost to the Village of CNG plus a \$0.15 cents/gge administrative fee, or the average retail price of the nearest ten CNG stations, whichever is higher.

By allowing the CNG station to be utilized by retail customers the Village will generate additional revenue, promote a green initiative with the use of CNG fuel, and eventually have the potential of expanding the station, making it self-sustaining.

ATTACHMENTS

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND GRASSHOPPER SHUTTLE, LLC. FOR THE SALE OF CNG FUEL**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the “Agreement”), between the Village of Downers Grove (the “Village”) and Grasshopper Shuttle, LLC (“Grasshopper”), for the sale of CNG Fuel, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

1
2 **AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND**
3 **GRASSHOPPER SHUTTLE LLC. FOR THE SALE OF CNG FUEL.**
4

5 **THIS AGREEMENT** "Agreement"), is made and entered into as of the ____ day of
6 _____ ("Agreement Date") by and between the **VILLAGE OF DOWNERS**
7 **GROVE, ILLINOIS**, an Illinois municipal home rule corporation, located in DuPage County,
8 Illinois (the "Village"), and Grasshopper Shuttle LLC. ("Grasshopper"). (The Village and
9 Grasshopper are sometimes referred to individually as a "Party" and collectively as the
10 "Parties").

11 **RECITALS**

12 **WHEREAS**, the Village is a home rule unit of government in accordance with Article
13 VII, Section 6, of the Constitution of the State of Illinois, 1970; and

14 **WHEREAS**, The Village, through a grant from the City of Chicago, operates a
15 compressed natural gas (CNG) dispensing station located at its Public Works Facility, 5101
16 Walnut Ave, Downers Grove; and

17 **WHEREAS**, Grasshopper seeks to convert its company vehicles to the more efficient
18 and cleaner option available with CNG fuel; and

19 **WHEREAS**, CNG is not offered for sale at any other facility located in or near Downers
20 Grove, and

21 **WHEREAS**, Grasshopper seeks to purchase CNG fuel from the Village to use for the
22 operation of its vehicles; and

23 **WHEREAS**, The Village desires to promote environmentally conscious businesses and is
24 not prohibited from selling CNG fuel to a third party; and

1 **NOW THEREFORE**, in consideration of the foregoing and of the mutual covenants and
2 agreements herein contained, and other good and valuable consideration, the receipt and
3 sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

4 1. Grasshopper shall provide the Village with a list of Grasshopper employees, or
5 agents who are authorized to fuel Grasshopper vehicles at the fueling facility. The list shall
6 include the make, model and license plate number of all Grasshopper vehicles, which shall be
7 updated by Grasshopper whenever necessary or at a minimum, by January 1 of each year.

8 2. Grasshopper agrees to pay the retail price of CNG including all applicable taxes. The
9 retail price shall be the higher of: (1) the cost to the Village of CNG on a \$/gge basis plus .15
10 cents/gallon administrative fee, (2) the average retail price of 10 CNG stations located between
11 Hammond, IN and West Bend, WI based on the website www.cngprices.com or similar website.

12 3. Grasshopper agrees to pay a deposit equal to one month's anticipated usage times the
13 number of vehicles using the fueling facility.

14 4. The Village shall issue a key fob to persons designated in writing by Grasshopper.
15 Grasshopper shall notify the Village immediately of any changes in personnel authorized to use
16 the key fobs. Grasshopper shall pay the Village for the cost of each key fob issued to
17 Grasshopper, including any replacement costs for lost, stolen or damaged key fobs. The cost
18 shall be the then current purchase price paid by the Village for each key fob. A \$25 replacement
19 cost shall be paid for each key fob that is lost, stolen or damaged. Key fobs of any person no
20 longer authorized to fuel Grasshopper vehicles shall be immediately returned to the Village.

21 5. Grasshopper employees and agents shall comply with Village rules and regulations
22 concerning use of the key fobs which have been provided to Grasshopper in writing, including,
23 but not limited to, the following: (a) The key fob shall only be used by the person to whom it
24 was issued; (b) The key fob and any fuels obtained using the key fob shall be for Grasshopper's

1 | use only; (c) The person to whom the key fob is issued shall be responsible for any
2 | unauthorized use of the key fob; and (d) any lost or stolen key fob shall be immediately
3 | reported to the Village's Public Works Department.

4 | 6. Grasshopper shall be financially responsible for all fuel dispensed pursuant to key
5 | fobs issued to Grasshopper.

6 | 7. The Village will cooperate and coordinate with Grasshopper in obtaining any CNG
7 | rebates due to Grasshopper.

8 | 8. The Village will invoice Grasshopper once a month for all fuel dispensed by
9 | Grasshopper. Payment shall be due thirty (30) days from the invoice date.

10 | 9. Grasshopper will strictly comply with all ordinances of the Village of Downers
11 | Grove and laws of the State of Illinois.

12 | 10. Grasshopper is specifically denied the right of using in any form or medium the
13 | name of the Village for public advertising unless express permission is granted by the Village.

14 | 11. Grasshopper shall, as a party to a public contract:

15 | (a) Refrain from unlawful discrimination in employment and undertake affirmative
16 | action to assure equality of employment opportunity and eliminate the effects of
17 | past discrimination;

18 | (b) By submission of this proposal, the Proposer certifies that he is an "equal
19 | opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S.
20 | Code Annotated and Executive Orders #11246 and #11375, which are
21 | incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of
22 | the Rules and Regulations of the Department of Human Rights of the State of
23 | Illinois, is a material part of any contract awarded on the basis of this proposal.

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1 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry,
2 age, marital status, physical or mental handicap or unfavorable discharge for military
3 service. Proposer shall comply with standards set forth in Title VII of the Civil Rights
4 Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois,
5 775 ILCS 5/1-101et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs.
6 12101 et. seq.

7 12. Grasshopper, as a party to a public contract, shall have a written sexual harassment policy
8 that:

9 Notes the illegality of sexual harassment;

10 Sets forth the State law definition of sexual harassment;

11 Describes sexual harassment utilizing examples;

12 Describes the Proposer's internal complaint process including penalties;

13 Describes the legal recourse, investigative and complaint process available through the

14 Illinois Department of Human Rights and the Human Rights Commission and how to

15 contact these entities; and

16 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

17 13. In the event of Grasshopper's non-compliance with the provisions of this Equal
18 Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of
19 the Illinois Department of Human Rights ("Department"), Grasshopper may be declared
20 ineligible for future contracts or subcontracts with the State of Illinois or any of its political
21 subdivisions or municipal corporations, and the contract may be canceled or voided in whole or
22 in part, and such other sanctions or penalties may be imposed or remedies invoked as provided
23 by statute or regulation. During the performance of this contract, Grasshopper agrees as follows:

1 That it will not discriminate against any employee or applicant for
2 employment because of race, color, religion, sex, marital status, national origin or
3 ancestry, age, physical or mental handicap unrelated to ability, sexual orientation,
4 sexual identity or an unfavorable discharge from military service; and further that
5 it will examine all job classifications to determine if minority persons or women
6 are underutilized and will take appropriate affirmative action to rectify any such
7 underutilization.

8 That, if it hires additional employees in order to perform this contract or
9 any portion thereof, it will determine the availability (in accordance with the
10 Department's Rules and Regulations) of minorities and women in the area(s) from
11 which it may reasonably recruit and it will hire for each job classification for
12 which employees are hired in such a way that minorities and women are not
13 underutilized.

14 That, in all solicitations or advertisements for employees placed by it or on
15 its behalf, it will state that all applicants will be afforded equal opportunity
16 without discrimination because of race, color, religion, sex, marital status,
17 national origin or ancestry, age, physical or mental handicap unrelated to ability,
18 or an unfavorable discharge from military services.

19 That it will send to each labor organization or representative of workers
20 with which it has or is bound by a collective bargaining or other agreement or
21 understanding, a notice advising such labor organization or representative of the
22 Proposer's obligations under the Illinois Human Rights Act and the Department's
23 Rules and Regulations. If any such labor organization or representative fails or

1 refuses to cooperate with the Proposer in its efforts to comply with such Act and
2 Rules and Regulations, the Proposer will promptly so notify the Department and
3 the contracting agency and will recruit employees from other sources when
4 necessary to fulfill its obligations thereunder.

5 That it will submit reports as required by the Department's Rules and
6 Regulations, furnish all relevant information as may from time to time be
7 requested by the Department or the contracting agency, and in all respects comply
8 with the Illinois Human Rights Act and the Department's Rules and Regulations.

9 That it will permit access to all relevant books, records, accounts and work
10 sites by personnel of the contracting agency and the Department for purpose of
11 investigation to ascertain compliance with the Illinois Human Rights Act and the
12 Department's Rules and Regulations.

13 That it will include verbatim or by reference the provisions of this clause
14 in every subcontract it awards under which any portion of the contract obligations
15 are undertaken or assumed, so that such provisions will be binding upon such
16 subcontractor. In the same manner as with other provisions of this contract, the
17 Proposer will be liable for compliance with applicable provisions of this clause by
18 such subcontractors; and further it will promptly notify the contracting agency and
19 the Department in the event any subcontractor fails or refuses to comply
20 therewith. In addition, the Proposer will not utilize any subcontractor declared by
21 the Illinois Human Rights Commission to be ineligible for contracts or
22 subcontracts with the State of Illinois or any of its political subdivision or
23 municipal corporations.

1 14. Grasshopper, as a party to a public contract, certifies and agrees that it will provide a drug
2 free workplace by:

3 Publishing a statement: (1) Notifying employees that the unlawful manufacture,
4 distribution, dispensation, possession or use of a controlled substance, including
5 cannabis, is prohibited in the Village's or proposer's workplace. (2) Specifying the
6 actions that will be taken against employees for violations of such prohibition. (3)
7 Notifying the employee that, as a condition of employment on such contract or grant, the
8 employee will: (A) abide by the terms of the statement; and (B) notify the employer of
9 any criminal drug statute conviction for a violation occurring in the workplace no later
10 than five (5) days after such conviction.

11 Establishing a drug free awareness program to inform employee's about: (1) the
12 dangers of drug abuse in the workplace; (2) the Village's or proposer's policy of
13 maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and
14 employee assistance programs; (4) the penalties that may be imposed upon employees for
15 drug violations.

16 Providing a copy of the statement required above to each employee engaged in
17 the performance of the contract or grant and to post the statement in a prominent place in
18 the workplace.

19 Notifying the contracting or granting agency within ten (10) days after receiving
20 notice of any criminal drug statute conviction for a violation occurring in the workplace
21 no later than five (5) days after such conviction from an employee or otherwise receiving
22 actual notice of such conviction.

1 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse
2 assistance or rehabilitation program by any employee who is so convicted as required by
3 Section 5 of the Drug Free Workplace Act.

4 Assisting employees in selecting a course of action in the event drug counseling,
5 treatment and rehabilitation is required and indicating that a trained referral team is in
6 place.

7 Making a good faith effort to continue to maintain a drug free workplace through
8 implementation of the Drug Free Workplace Act.

9 15. Grasshopper represents and warrants to the Village that neither it nor any of its
10 principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity
11 named as a Specially Designated National and Blocked Person (as defined in Presidential
12 Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a
13 Specially Designated National and Blocked Person. Grasshopper further represents and warrants
14 to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates,
15 as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions
16 contemplated by this Agreement on behalf of any person or entity named as a Specially
17 Designated National and Blocked Person. Grasshopper hereby agrees to defend, indemnify and
18 hold harmless the Village, and its elected or appointed officers, employees, agents,
19 representatives, engineers and attorneys, from and against any and all claims, damages, losses,
20 risks, liabilities and expenses(including reasonable attorney's fees and costs) arising from or
21 related to any breach of the foregoing representations and warranties.

22 16. To the fullest extent permitted by law, Grasshopper shall indemnify, keep and save
23 harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses,

1 damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or
2 indirectly from any negligence or from the reckless or willful misconduct of Grasshopper, its
3 employees, or its subcontractors, and the Grasshopper shall at its own expense, appear, defend
4 and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in
5 connection therewith, and, if any judgment shall be rendered against the Village in any such
6 action, Grasshopper shall, at its own expense, satisfy and discharge the same. This Agreement
7 shall not be construed as requiring Grasshopper to indemnify the Village for its own negligence.
8 The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused
9 by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its
10 Subcontractors.

11 17. Grasshopper shall submit an executed Campaign Disclosure Certificate, attached hereto.

12 The Campaign Disclosure Certificate is required pursuant to the Village of Downers
13 Grove Council Policy on Ethical Standards and is applicable to those campaign contributions
14 made to any member of the Village Council.

15 Said Campaign Disclosure Certificate requires any individual or entity bidding to
16 disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-
17 1.4), made to current members of the Village Council within the five (5) year period preceding
18 the date of the bid or proposal release.

19 Grasshopper agrees to refrain from making any campaign contributions as defined in
20 Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any
21 challengers seeking to serve as a member of the Downers Grove Village Council.

1 18. No contract awarded by the Village shall be assigned or any part sub-contracted without
2 the written consent of the Village Manager. In no case shall such consent relieve the Awarded
3 Proposer from their obligation or change the terms of the contract.

4 19. The term of this contract shall be ~~six (6) months~~ from its date of execution. This contract
5 may be extended ~~twice for subsequent six (6) month periods (two six (6) month extensions)~~ by
6 mutual agreement of both parties. ~~A new contract will be written at the end of eighteen (18)~~
7 ~~months at the discretion of the Village Council.~~

Deleted: three (3) years

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8 20. The Village reserves the right to terminate the whole or any part of this contract, upon
9 ~~ninety (90)~~ days written notice to Grasshopper.

10 21. This Agreement will be governed by and construed in accordance with the laws of the
11 State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the
12 County of DuPage and the Northern District of Illinois.

13 22. The terms of this Agreement will be binding upon and inure to the benefit of the parties
14 and their respective successors and assigns; provided, however, that neither party will assign this
15 Agreement in whole or in part without the prior written approval of the other. The Proposer will
16 provide a list of key staff, titles, responsibilities, and contact information to include all expected
17 sub Proposers.

18 23. The waiver by one party of any breach of this Agreement or the failure of one party to
19 enforce at any time, or for any period of time, any of the provisions hereof will be limited to the
20 particular instance and will not operate or be deemed to waive any future breaches of this
21 Agreement and will not be construed to be a waiver of any provision except for the particular
22 instance.

1 24. This Agreement will not be subject to amendment unless made in writing and signed by
2 all parties.

3 25. If any provisions of this Agreement are held to contravene or be invalid under the laws of
4 any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it
5 will be construed as if not containing the invalid provision and the rights or obligations of the
6 parties will be construed and enforced accordingly.

7 26. Any notice will be in writing and will be deemed to be effectively served when deposited
8 in the mail with sufficient first class postage affixed, and addressed to the party at the party's
9 place of business. Notices shall be addressed to the Village as follows:

10 **Village Manager**
11 **Village of Downers Grove**
12 **801 Burlington Ave.**
13 **Downers Grove, IL 60515**

14 **Grasshopper Shuttle LLC.**
15 **807 Ogden Avenue, Suite 15**
16 **Downers Grove, Illinois 60515**

17 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be

18
19
20
21 executed on or as of the day and year first above written.

22 **VILLAGE OF DOWNERS GROVE**, an Illinois
23 municipal corporation

GRASSHOPPER SHUTTLE, LLC.

24
25
26
27 _____
28 By: Mayor

29
30 **ATTEST:**

ATTEST:

31 _____
32 By: Village Clerk

33
34
35 1\mw\agr.09\GrasshopperCNG-final-9-9-09

1 **Campaign Disclosure Form**

2 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the
3 Village of Downers Grove shall be required to submit with its bid submission, an executed
4 Campaign Disclosure Certificate, attached hereto.

5
6 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove
7 Council Policy on Ethical Standards and is applicable to those campaign contributions made to
8 any member of the Village Council.

9
10 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose
11 campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4),
12 made to current members of the Village Council within the five (5) year period preceding the
13 date of the bid or proposal release.

14
15 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making
16 any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4)
17 to any Village Council member and any challengers seeking to serve as a member of the
18 Downers Grove Village Council.

19 _____
20 Under penalty of perjury, I declare:

21 Bidder/vendor has not contributed to any elected Village position within
22 the last five (5) years.

23
24
25 _____
26 Signature Print Name

27
28 Bidder/vendor has contributed a campaign contribution to a current
29 member of the Village Council within the last five (5) years.

30
31 Print the following information:
32 Name of Contributor: _____
33 (company or individual)

34
35 To whom contribution was made: _____

36
37 Year contribution made: _____ Amount: \$ _____

38
39
40 _____
41 Signature Print Name