



Staff Summary Report

Council Meeting Date: 04/09/2009

Agenda Item Number: _____

SUBJECT: Request approval of a resolution approving and authorizing the City Manager to sign an Intergovernmental Agreement between Maricopa County and the City of Tempe for heavy equipment and driver awareness training services for eligible employees.

DOCUMENT NAME: 20090409fst05 **MARICOPA COUNTY (0109-29) RESOLUTION NO. 2009.23**

COMMENTS: Total expenditure shall not exceed \$55,000 per fiscal year.

PREPARED BY: Ted Stallings, CPPB, Procurement Officer, 480-350-8617

REVIEWED BY: Michael Greene, Central Services Administrator, 480-350-8516
Laura Guerrero, Risk Manager, 480-350-2916
Don Hawkes, Water Utilities Manager, 480-350-2660

LEGAL REVIEW BY: David Park, Assistant City Attorney, 480-350-8907

DEPARTMENT APPROVAL: Jerry Hart, Financial Services Manager, 480-350-8505

FISCAL NOTE: Sufficient funds have been appropriated in various City-wide cost centers for the anticipated expenditures in the current fiscal year.

RECOMMENDATION: Adopt Resolution No. 2009.23 approving and authorizing the City Manager to sign the Intergovernmental Agreement.

ADDITIONAL INFO: Training services to include but not limited to backhoe, grader, and dump truck training and driver awareness training for eligible City employees.

RESOLUTION NO. 2009.23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TEMPE AND THE CITY OF MARICOPA COUNTY FOR HEAVY EQUIPMENT AND DRIVER AWARENESS TRAINING.

WHEREAS, Maricopa County is a party to agreements for heavy equipment and driver awareness training;

WHEREAS, the City of Tempe and Maricopa County wish to partner in heavy equipment and driver training; and

WHEREAS, the City of Tempe and Maricopa County receive a substantial benefit from the cooperative administration related heavy equipment training and driver awareness training, including reduced costs for employee training;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

That the Intergovernmental Agreement between the City of Tempe and Maricopa County is approved and the City Manager is authorized to sign the Agreement for the City of Tempe.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this ____ day of _____, 2009.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND THE CITY OF TEMPE
FOR HEAVY EQUIPMENT AND DRIVER AWARENESS TRAINING: FOR
THE CITY OF TEMPE

This Agreement is between the County of Maricopa, a body politic, acting through the Maricopa County Risk Management Safety Division (COUNTY), and the City of Tempe, a municipal Corporation (CITY).

This agreement shall become effective as of the date it is filed with the Maricopa County Recorder pursuant to Arizona Revised Statutes 11-952, as amended.

STATUTORY AUTHORIZATION

1. Arizona Revised Statutes 11-951, et seq., provide that public agencies may enter into Intergovernmental Agreements for the provision of services or for joint cooperative action.

BACKGROUND

2. The Maricopa County Risk Management Safety Division conducts monthly Driver Safety Awareness Courses and periodic Heavy Equipment Training for County personnel to assist in the reduction of motor vehicle collisions and to train employees on heavy equipment use. Utilizing a proactive approach to driver awareness training, the COUNTY Public Works Departments have reduced their vehicular accident rates by 50 percent over the past 10 years. The City does not have the resources to conduct adequate training and would like to participate in the COUNTY driver awareness and heavy equipment training program.

PURPOSE OF THE AGREEMENT

3. The purpose of this Intergovernmental Agreement is to identify and define the responsibilities of the COUNTY and the CITY for the driver and equipment training, driver participation, cost sharing, invoicing and payment of services rendered.

TERMS OF THE AGREEMENT

4. The COUNTY agrees to:
 - 4.1 Allot a maximum of five (5) quotas for the CITY to participate in the COUNTY's Drivers Safety Awareness Training and three (3) quotas for the City to participate in the COUNTY's Heavy Equipment Training Program.
 - 4.2 Bill the CITY for services rendered. Billing to include normal County overhead, labor burden, equipment, labor and materials cost with no provisions for profit.

- 4.3 Publish a list of class dates, time(s) and location(s) and forward to the City for assignment of participants. COUNTY to notify the CITY of any date, time or classroom location changes no later than 24 hours prior to the start of any class.
 - 4.4 COUNTY to include the City participants in scheduled monthly four (4) hour driver awareness training and periodically scheduled heavy equipment classes. Forward class completion certificates to the CITY for all participants that satisfactorily complete the course. Heavy Equipment Instruction course times vary and are dependent on type of equipment utilized.
 - 4.5 Furnish instructor, audio-visual equipment, handouts, workbooks and classroom location necessary to complete a minimum of four (4) hours of driver awareness training and scheduled heavy equipment operator training.
5. **The CITY agrees to:**
- 5.1 Forward list of class participants to the COUNTY Safety Division via phone, fax or mail no later than 10 working days prior to a scheduled class. Assign a class leader for each group of participants to act as liaison with County instructor.
 - 5.2 Provide transportation of participants to scheduled location to arrive prior to start of class. Participants that arrive to training more than 15 minutes late will not be allowed to participate in training.
 - 5.3 Provide and set aside sufficient fund to defray the cost of driver awareness and heavy equipment training with the CITY, said funds to be reimbursed as incurred within 30 days of billing, and not to exceed \$18.00 per student for driver training and \$150.00/day per student for Heavy Equipment training.
6. The parties hereby agree that to the extent permitted by law, each party will indemnify and save the other parties harmless, including any of the party's departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying party of any of the provisions of this agreement. Each party hereby indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this agreement, except such injury or damage as shall have been occasioned by the negligence of that other party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any party, their departments, agencies, officers, employees, elected officials or agents shall include in the event of an action, court cost, expenses for litigation and reasonable attorney's fees.
7. This Agreement shall be effective as of the date it is filed with the Maricopa County Recorder pursuant to A.R.S. Section 11-952 and remain in force and in effect for ten (10)

year except that it may be amended or terminated upon written agreement of both parties. If both parties agree to terminate, written notice shall be made to the other party 30 days prior to the effective date of termination.

8. Pursuant to Arizona Revised Statutes 11-952, as amended, attached to this Agreement are copies of appropriate action by ordinance, resolution or otherwise authorizing the respective parties to enter into this Agreement.
9. This agreement shall be subject to the provisions of ARS Section 38-511.

WITNESS WHEREOF, the parties hereto have executed this Agreement.

MARICOPA COUNTY

CITY OF TEMPE

Recommended by:

Paul McKee Date
Risk Services Manager

Approved and Accepted:

Approved and Accepted:

By: _____
Chairman, Board of Supervisors

By: _____
Mayor, City of Tempe

Attest:

Attest:

By: _____
Clerk of the Board Date

By: _____
City Clerk Date

APPROVAL OF COUNTY COUNSEL AND CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement, between the County of Maricopa, and the City of Tempe, and declare the agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona.

Deputy County Counsel

City Attorney

Date

Date