

**INTERGOVERNMENTAL AGREEMENT BETWEEN
PINAL COUNTY AND
CITY OF APACHE JUNCTION FOR
COMMERCIAL DRIVER LICENSE TESTING SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") dated the _____ day of _____, 20_, is made by and between PINAL COUNTY, a political subdivision of the State of Arizona ("**County**") and CITY OF APACHE JUNCTION, an Arizona municipal corporation ("**City**"), both collectively as the "**Parties**" or individually as a "**Party**".

RECITALS

- A. County and City are authorized pursuant to Arizona Revised Statutes ("A.R.S.") §§ 9-240 and 11-251, respectively, to provide Commercial Driver License ("**CDL**") Testing Services ("Services") for their respective employees.
- B. County and City are authorized pursuant to A.R.S. § 11-951, *et seq.* to enter into intergovernmental agreements for the purposes of taking joint or cooperative action.
- C. County currently provides CDL Testing Services for its employees.
- D. The Parties desire that County make the Services available for City employees.
- E. This Agreement will promote efficiency in the use of public funds and will encourage future cooperation between the Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

- 1. **SERVICES**. County will make available to City employees the Services as described in attached **Exhibit A**.
- 2. **TERM**. This Agreement shall commence upon execution by both Parties and shall automatically renew for successive one (1) year periods unless terminated sooner as provided in Paragraph 9 below. County shall have the right to adjust the price(s) of the Services at the time of any annual renewal.
- 3. **INDEMNIFICATION**. To the extent provided by law, the Parties shall indemnify, defend and hold each other harmless and their officials, employees and agents from all suits, actions, claims, demands, losses, costs or damages of every kind and description, including any attorneys' fees, arbitration and litigation expenses, which may be brought or made against or incurred by each other on account of injuries, death or damages received or sustained by any person, persons, or property due to any negligent or willful act, omission, neglect or misconduct of either Party, their employees, agent or anyone acting on each other's behalf or under its direction, arising under this Agreement. Such indemnity shall not be limited by reasons of remuneration of any insurance coverage.
- 4. **INDEPENDENT CONTRACTOR**. The Parties acknowledge and agree that the

Services provided under this Agreement are being performed by County as an independent contractor and not as an employee or agent of City. This Agreement is not intended to constitute, create, give rise to or otherwise recognize any agency, partnership or joint venture agreement or relationship of any kind or create an employer/employee relationship between the Parties and their respective employees, subcontractors, subcontractors' employees or any other persons.

5. NO THIRD PARTY BENEFICIARY. This Agreement shall not create any third party beneficiary right to any person or entity who is not a Party to this Agreement.

6. WORKERS COMPENSATION. Each Party hereto shall be responsible for its own employees' workers' compensation claim, if any arises under the performance of this Agreement.

7. ASSIGNMENT. This Agreement is non-assignable in whole or in part by either Party hereto.

8. NOTICE. All notices and other communications connected with this Agreement shall be in writing and shall be deemed to have been given when delivered personally or deposited in a U.S. mail box, in a postage, prepaid envelope addressed to the other Party to the address provided herein:

Pinal County
ATTN: Joe Ortiz
PO Box 749
Florence, AZ 85132

City of Apache Junction
ATTN: Ted Wolff
575 E Baseline Ave
Apache Junction, AZ 85119

9. TERMINATION. This Agreement may be terminated at any time and for any reason by either Party giving the other Party at least thirty (30) calendar days prior written notice of such termination.

10. APPLICABLE LAW. This Agreement shall be governed by and construed under the laws of the state of Arizona, and any litigation shall take place only in Pinal County, Arizona.

11. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated into this Agreement.

12. MODIFICATIONS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by all Parties hereto or their respective successors in interest.

13. SEVERABILITY. The provisions of this Agreement shall be deemed severable and should any provision of this Agreement be declared or be determined by a court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement, notwithstanding any other provision of this Agreement to the contrary.

14. CANCELLATION. This Agreement is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.

15. ISRAEL BOYCOTT PROVISION. Each Party to this Agreement certifies to the other that it is not currently engaged in and agrees for the duration of this Agreement not to engage in a boycott of Israel as defined in A.R.S. § 35-393.

16. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be an original.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives.

CITY OF APACHE JUNCTION, an
Arizona municipal corporation

PINAL COUNTY, a political subdivision of
the State of Arizona

By: _____
Mayor
Date: _____

By: _____
Chairman, Board of Supervisors
Date: _____

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____
Clerk/Deputy Clerk of the Board

APPROVED AS TO FORM

Counsel for the Parties have determined
this Agreement is in proper form and is
within the powers and authority granted
under the laws of this state.

City Attorney

Deputy County Attorney

EXHIBIT A

Description of Services

Pinal County's Third-Party Tester will administer the Commercial Driver's License ("CDL") Roads/Skills Test for a fee of \$500.00 per applicant. This will include three attempts to pass the test. Applicants must wait at least 2 business days to retake any failed portion of the skills test.

A CDL Instruction/Learner Permit holder is not eligible to take the CDL Road/Skills Test within 14 calendar days of the initial issuance of the Commercial Instruction Permit.

The Road/Skills Test is a three-part test that consists of a Pre-Trip Inspection, a Basic Vehicle Controls Test and an ON-Road Driving Test. The applicant will be required to take the test in the same class and type of motor vehicle that they were issued a permit. If the applicant fails any one part of the Road/Skills Test, they will be required to retake the entire test again. Only one Road/Skills Test can be taken per day.

Pre-Trip Inspection: Before the applicant can take the CDL driving tests, they will first be tested on their knowledge of the class of vehicle they plan on driving. The Pre-Trip inspection also determines if the commercial vehicle is safe enough to drive on public roads. If the applicant fails the Pre-Trip Inspection, they may not be allowed to take the Road Skills Test.

Basic Controls Test: Before the applicant can take the Road Skills Test, they will first need to prove they have the skills to operate a commercial motor vehicle on public roads. This test consists of various off-road maneuvers such as backing up, moving forward, and making turns within a defined area.

Road Skills Test: Once the first two tests are passed, the applicant will be required to drive a commercial vehicle on public roads in various traffic situations.

The Road/Skills Test will be given by appointment only. To schedule a test appointment, the applicant shall contact Pinal County Public Work's Highway Superintendent at (520)866-6419. Applicants need to schedule their Road/Skills test a few weeks in advance and to arrive early for their test appointment. Appointments will be scheduled based upon availability of Pinal County's Third-Party Tester

Pinal County will not provide a vehicle to test in and the applicant must provide their own test vehicle. If the test vehicle is not legally equipped and safe to drive, the applicants will not be able to proceed with the Skills Test.

On the day of the CDL Skills Test appointment the applicant shall:

1. Arrive on time.
2. Bring validated commercial learner's permit & Driver's License.
3. Bring ADOT sealed envelope with DOT Medical Certificate.
4. Bring a passenger (age 21 or older) who is qualified to drive a commercial motor vehicle with the same class of CDL or greater than the test vehicle.
5. Bring a test vehicle that is the same class of license that is being tested for that is safe to drive.