



Chandler • Arizona
Where Values Make The Difference

14
JUN 12 2008

MEMORANDUM

Police Department - Staff Memo No. 2008-066 Amended

DATE: MAY 29, 2008

TO: MAYOR AND COUNCIL

THRU: W. MARK PENTZ, CITY MANAGER
SHERRY KIYLER, POLICE CHIEF 

FROM: RICK BRZUCHALSKI, ASSISTANT POLICE CHIEF 

SUBJECT: RESOLUTION 4183, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE TOWN OF GILBERT AND CITY OF CHANDLER FOR FUEL AND RELATED SERVICES

SUMMARY: The City of Chandler, through its Police Department, wishes to enter into an IGA with the Town of Gilbert for the provision of fuel and related services.

DISCUSSION: The purpose of the IGA is for Chandler Police Department (CPD) vehicles located at the Chandler Heights substation to refuel at the Town of Gilbert's South Area Service Center. The Town of Gilbert recently opened their first substation, located at Greenfield and Queen Creek Roads, which includes a fueling service center. Gilbert will allow CPD to refuel vehicles at Gilbert's facility on a reimbursement basis. Other services, such as a car wash, may be added at a later date. The Chandler Heights substation is currently using a City-contracted fueling facility located at Germann and Arizona Avenue. Use of Gilbert's facility will benefit the City by keeping vehicles in closer proximity to the Chandler Heights substation, will save approximately three miles travel time and associated wear and tear on the vehicles, and will help build rapport with Gilbert's Police Department.

FINANCIAL IMPLICATIONS: CPD would reimburse fuel expenses to Gilbert monthly following invoicing of actual costs based on the number of gallons used. The price per gallon is seven cents more than at the city contracted facility. It is estimated that CPD would use 109,000 gallons of fuel per year based on the vehicles currently assigned to the Chandler Heights substation. Using an estimated fuel price for the next year of \$4.00/gallon, the Department would spend an additional \$7,630 annually for this gas. The savings created by reducing the round trip distance to go to the city-contracted facility by six miles would offset the additional cost. This can only be an estimate due to the volatile nature of fuel prices.

RECOMMENDATION: That the Mayor and City Council approve the attached Resolution.

PROPOSED MOTION: Move to approve City of Chandler Resolution 4183, authorizing and approving an Intergovernmental Agreement (IGA) between Town of Gilbert and City of Chandler for Fuel and Related Services.

Attachments: Resolution No. 4183
Copy of IGA

RESOLUTION NO. 4183

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE TOWN OF GILBERT AND CITY OF CHANDLER FOR FUEL AND RELATED SERVICES

WHEREAS, the Town of Gilbert wishes to enter into an IGA with the City of Chandler for the provision of fuel and related services, and

WHEREAS, the City of Chandler, through its Police Department, wishes to have the Town of Gilbert provide fuel and related services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section I. THAT approval is granted for the Chandler Police Department to participate in receiving fuel and related services.

Section II. THAT the Chandler Police Chief is appointed agent for the City of Chandler, to administer, execute and submit all documents and any other necessary instruments in connection with said program. The Police Chief/designee is authorized to approve and execute, on behalf of the City of Chandler, any such future extensions to this Contract on the same terms and conditions.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2008.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4183 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2008.

APPROVED AS TO FORM:

CITY CLERK

CITY ATTORNEY



INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE TOWN OF GILBERT, ARIZONA
AND
THE CITY OF CHANDLER

This Intergovernmental Agreement ("Agreement") made this 1st day of April, 2008, by and between the Town of Gilbert, Arizona, a municipal corporation (hereinafter referred to as "Gilbert"), and the City of Chandler, a political subdivision of the State of Arizona (hereinafter, the "City").

1. STATUTORY AUTHORITY

Gilbert is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and has authorized the undersigned to execute this Agreement on behalf of Gilbert.

The City is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and has authorized the undersigned to execute this Agreement on behalf of the City.

2. BACKGROUND

Gilbert has constructed and operates a vehicle fueling station, vehicle wash facility and service center located at northwest corner of Queen Creek Road and Greenfield Road ("South Area Service Center").

The City operates certain vehicles at the Police Substation, ("City Vehicles").

3. TERMS OF THE AGREEMENT

Gilbert agrees to:

3.1.1 Dispense fuel at the South Area Service Center to City Vehicles subject to the following condition:

In the event Gilbert determines a fuel shortage or fuel rationing will impact its ability to provide necessary public services to Gilbert residents, after conferring with City of Chandler staff, Gilbert may elect to not dispense fuel at the Facility to City Vehicles, or to limit the amount of fuel dispensed to City Vehicles, or to take other measures Gilbert deems appropriate under the circumstances.

The City agrees to:

Reimburse Gilbert on a monthly basis for all fuel costs charged by Gilbert to the City for dispensation of fuel at the Facility. Such payments shall be made within 30 days of the date of the invoice from Gilbert.

Provide its own materials, time and manpower to clean up or minimize any spill or release of a hazardous substance, pollutant or contaminant and for removal and disposal of its own waste fluids. Any action taken to clean up or minimize a release of a hazardous substance, pollutant or contaminant shall be conducted pursuant to applicable federal, state and local laws, rules, regulations and codes. If a release occurs and City is unable or unwilling to perform the cleanup immediately, Gilbert may proceed with any actions it deems necessary to address the release of a hazardous substance, pollutant or contaminant and City shall pay all costs of such action. All materials which are disposed of shall be disposed of pursuant to applicable federal, state and local laws, rules, regulations and codes. Gilbert shall not be responsible for any such disposal. Gilbert is not responsible for designating the facility to which materials are taken for disposal; nor is Gilbert the owner of the waste treatment storage or disposal facility to which such materials are being transported.

3.2.3 Comply with Gilbert's security requirements, which may change from time to time. Gilbert will require each vehicle utilizing the South Area Service Center to obtain a security access card/identification card. City shall notify Gilbert promptly of any change in City staff utilizing the South Area Service Center. City shall pay the standard administrative fee for issuance of a card and any replacement card.

3.2.4 Use the access route(s) designated by Gilbert.

3.2.5 Pay the cost of repairing any damages caused by City or employees, contractors, agents or invitees to any South Area Service Center buildings or facilities within thirty (30) days of receiving an invoice from Town for such costs.

3.2.6 The provisions of this Paragraph 3.2 shall survive termination or expiration of this Agreement.

The Parties agree that:

City will initially pay a mark-up of 15 cents per gallon, above the Gilbert fuel cost. The Gilbert fuel cost is based on contract prices with third-party suppliers and may fluctuate. If requested in writing by either party, within thirty (30) days of such request, the parties will meet to discuss a change in the mark-up price.

4. LIABILITY

The Parties agree that to the extent permitted by law, each party shall indemnify and save the other party harmless, including any of the parties' 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 non-performance by the indemnifying party of any of the provisions of this Agreement.

The Parties shall in all instances be indemnified 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 non-performance of this Agreement, except such injury or damage as shall have been occasioned by the negligence of that other party. The damages incurred by the other party, their departments, agencies, officers, employees, elected officials or agents shall include in the event of any action, court costs, expenses for litigation and reasonable attorneys' fees.

The indemnification obligation set forth in this Paragraph 4 shall extend to losses, damages, expenses, liabilities and claims of any nature whatsoever suffered by or asserted against one party as a direct or indirect result of the actions of the other party, its employees, agents or officers in the disposal, escape, seepage, leakage, spillage, discharge, emission, or release of any hazardous waste, solid waste, hazardous substance, pollutant or contaminant and losses, damages, expenses, penalties, liabilities and claims asserted or arising under the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation and Liability Act, as amended; the Toxic Substances Control Act; the Clean Water Act, the Clean Air Act; the Occupational Safety and Health Act; the Arizona Water Quality Act Revolving Fund Act, the Arizona Hazardous Waste Management Act or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability of standards of conduct concerning any hazardous or solid waste or any hazardous substance, pollutant or contaminant.

The provisions of this Paragraph 4 shall survive termination of this Agreement.

5. TERM; TERMINATION

This Agreement shall be effective as of the date it is filed with the Maricopa County Recorder, pursuant to A.R.S. § 11-952, and shall remain in full force and effect until such time as it is terminated as provided for herein.

If either party breaches the terms of this Agreement, the non-breaching party may terminate this Agreement upon thirty (30) days written notice to the breaching party or pursue other remedies as provided by law.

5.3 Either party may terminate this Agreement at any time for cause or convenience upon thirty (30) days written notice to the other party of such intention.

6. GENERAL

Pursuant to A.R.S. § 11-952, as amended, attached to this Agreement are copies of appropriate actions by Ordinance, Resolution, or otherwise authorizing the respective parties to enter into this Agreement.

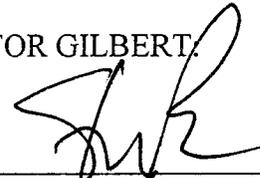
This Agreement shall be subject to the provisions of A.R.S. § 38-511.

This Agreement may be modified at any time, in writing, with the mutual assent of the parties and as provided in Gilbert Code.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first written above.

FOR THE CITY OF CHANDLER:

FOR GILBERT:



Title: _____

Steven M. Berman

Title: Mayor

Date: _____

Date: Approved by Council 9/1/08

ATTEST:

ATTEST:

City Clerk



Town Clerk

ATTORNEY DETERMINATION

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned counsel who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____ *[Signature]*

City Attorney

_____ *[Signature]*

Gilbert Attorney

Date: _____

Date: