City of Phoenix

HUMAN SERVICES DEPARTMENT
INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT Agreement# 81105

CONTRACTOR NAME (name & address)	AMENDMENT #: 1
Arizona Department of Health Services ATTN: Christy Dye, Bureau Chief 150 N. 18th Avenue Phoenix, AZ 85007	EFFECTIVE DATE OF AMENDMENT: Upon execution SERVICE: Cost Share-Local Alcoholism Reception Center

THE ORIGINAL INTERGOVERNMENTAL AGREEMENT IS AMENDED AS FOLLOWS:

The purpose of this amendment is to update the agreement by adding, revising, and/or deleting various sections of the Intergovernmental Agreement as follows:

1. Add a paragraph regarding coverage on service provider's contents.
2. Add vehicle documentation requirements for the service provider when its employees drive City-owned vehicles.
3. Add a paragraph regarding City's duty to maintain insurance coverage on the building.
4. Add paragraphs regarding establishment of the LARC Capital Replacement Fund by both Department and City.
5. Revise and replace the insurance requirements of the service provider
6. Revise and replace the indemnification paragraph

Revision #1 - ADD new Section 2.1.6 Service Provider's Contents

The City and the Department shall not be responsible for loss or damage to any contents or equipment belonging to the service provider.

Revision #2 – ADD new Section 2.1.7 Service Provider's Use of City-Owned Vehicle(s)

According to the City's Driver Qualification Policy (Personnel Department Letter #96) which is attached hereto, the Department shall require the service provider and its employees authorized to drive an assigned LARC City vehicle to adhere to all general regulations concerning the operation of City vehicles. As stated in PD Letter #96, employees of the service provider must acknowledge in writing they have read PD Letter #96 once annually.

Revision #3 - ADD new Section 2.2.3 Building Insurance

The City shall be responsible, for the term of this Agreement, to maintain insurance coverage for loss or damage to the building.

Revision #4 - Establish a permanent LARC Capital Replacement Fund (Fund) pursuant to Article III, Funding, Sections 3.1 and 3.4 of the referenced agreement. Therefore, ADD the following paragraphs after Paragraph 3.1.1:

3.1.2 Permanent LARC Capital Replacement Fund

The Department and City shall establish a permanent LARC Capital Replacement Fund which is to be administered by the Department or its subcontractor.

Before July 1, 2007, the Department and City shall provide initial contributions to the Fund in the amounts of $23,600 and $16,400 respectively, with initial and subsequent City contributions paid directly to the Department. Thereafter during each fiscal year, beginning October 1, 2007, the Department and City shall make quarterly contributions to the Fund in the amounts of $14,750 and $10,250 respectively, to be paid by

July 1, October 1, January 1, and April 1. If the Department determines the balance of the Fund exceeds $200,000 by the 15th day prior to the end of any quarter, the Department shall notify the City to suspend contributions to the Fund until the amount of the Fund is $200,000 or less.

3.1.3 Approval of LARC Capital Replacement Fund Expenditures

The Department or its subcontractor will prepare an Annual LARC Facility Improvement Plan ("Plan") by March 15th each year for submittal to the City for review and comment. This plan will identify proposed capital projects with cost estimates for the upcoming fiscal year, and will list the projects in priority order. The Department and City shall review the Plan prior to the beginning of each fiscal year and shall approve the capital projects to be completed during the next fiscal year. Subsequently, the Department shall review and approve all capital replacement expenditures charged to the Fund. Eligible expenditures are defined as capital items $5,000 and above as listed in Section 3.1, and does not include operations or facility maintenance costs

Revision #5 - DELETE Article V. Insurance, Paragraphs 5.1 and 5.2 and REPLACE with the following:

Insurance Requirements for Governmental Parties to an IGA:

None

Insurance Requirements for Any Contractors Used by a Party to the Intergovernmental Agreement:

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: "The City of Phoenix and the Department of Health Services/State of Arizona shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**
   Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

   Combined Single Limit (CSL) $5,000,000

   a. The policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the operation and/or use of any City-owned automobile. The Department of Health Services/State of Arizona shall be named as an additional insured with respect to liability arising out of the operation of any covered automobile.'

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

a. Policy shall contain a waiver of subrogation against the City of Phoenix.

b. This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. **Professional Liability (Errors and Omissions Liability)**
The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(City of Phoenix Department Representative's Name & Address).**

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(City Department Representative's Name and Address).** The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all

insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Law Department, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

Revision #6 - REPLACE Paragraphs 6.1, 6.2 and 6.3 with the following:
INDEMNIFICATION:

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, the Arizona Department of Health Services shall cause its contractor(s), if any, to indemnify, defend, save and hold harmless the City of Phoenix, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Arizona Department of Health Service's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

Signatures are on Page 5 of this amendment.

All the terms and conditions of the original contract not specifically modified herein or in conflict with this amendment shall remain unchanged and in full force and effect. This amendment shall become effective on the date of the last signature unless otherwise specified herein.

ARIZONA DEPARTMENT OF HEALTH SERVICES	**CITY OF PHOENIX**
Karen Boswell	Gloria Hurtado
SIGNATURE OF AUTHORIZED SIGNATOR	SIGNATURE OF AUTHORIZED SIGNATOR
KAREN BOSWELL	GLORIA HURTADO
TYPED NAME	TYPED NAME
CHIEF PROCUREMENT OFFICER	HUMAN SERVICES DIRECTOR
TITLE	TITLE
8/16/07	6-11-07
DATE	DATE

IN ACCORDANCE WITH ARS §11-952, THIS IGA AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS IGA AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

PUBLIC AGENCY LEGAL COUNSEL

ACTING CITY ATTORNEY Margaret Wilson

CITY CLERK

DATE

NO. 22104
Filed with the Secretary of State
Date Filed: 8-20-07
Secretary of State
By:

PERSONNEL DEPARTMENT
LETTER #96
Revised 5/1/96

TO: Department and Function Heads

FROM: Carlos G. Arauz
Personnel Director

SUBJECT: DRIVER QUALIFICATION POLICY

(NOTE: The bold italic words underlined in the body of the text are defined at the end of the document.)

I. PURPOSE

A. The three primary objectives of this Personnel Department (PD) Letter are to:

1. Ensure the safest practical working environment for our driving ***employees***
2. Protect the citizens of Phoenix
3. Control the financial liability of the City in driving situations

B. These goals are achieved by reviewing the driving histories of City employees and applicants for City jobs that require ***driving on City business***. Only those applicants having ***permissible driving historles*** are hired. Employees who do not maintain ***acceptable driving records*** are disciplined.

II. POLICY

An employee must have the ***appropriate license*** in his/her possession to drive on City business. Only ***authorized*** employees are allowed to drive vehicles on City business. Employees are required to comply with all applicable federal, state, and local regulations relevant to driving a motor vehicle.

III. MANAGEMENT RESPONSIBILITIES

City management is responsible for:

A. Identifying ***driving positions***

B. Establishing and maintaining a list of driving positions. A copy of the current list is sent to the Personnel Department Safety Section in January of each year. The list identifies the:

1. Department name
2. Payroll group number
3. Job classifications
4. Position numbers

5. Employees' names

C. Allowing only those employees who maintain the appropriate driver's license to drive a motor vehicle on City business.

D. Reviewing the ***driving record*** for each employee in a driving position at least once per year. This review is immediately prior to the employee's performance appraisal. The employee's driving rating on his/her performance appraisal should reflect his/her driving record.

E. Reviewing the driving records from the Arizona Department of Transportation Motor Vehicle Division (MVD) for individuals recommended for employment for full-time, part-time, permanent, temporary, contract, or volunteer driving positions prior to an offer of employment.

F. Immediately removing from a driving position any employee whose license is ***cancelled***, ***expired***, ***refused***, ***revoked***, ***suspended***, or ***restricted*** in a manner which affects the employee's ability to drive on City business.

G. Periodically checking with each employee in a driving position to verify that an appropriate license is in the employee's possession.

H. Prohibiting any employee without an appropriate driver's license in his/her possession from driving on City business.

IV. EMPLOYEE RESPONSIBILI TY

A. An employee in a driving position must be able to drive as a job function. Each driving employee is responsible for:

1. Being aware of, understanding, and complying with the federal, state, and local laws and the City policies applying to the operation of vehicles on City business.

2. Ensuring that the privilege to drive is maintained.

B. An employee driving on City business is responsible for complying with the provisions of PD #96 and the following regulations:

1. Administrative Regulation (AR) S. II, "City-Owned Motor Vehicles and Other Fleet Equipment" –

This AR limits the use of a City vehicle to an employee who has a valid Arizona driver's license. This AR requires the employee to notify the supervisor if his/her driver's license is cancelled, expired, refused, revoked, suspended, or restricted in a manner affecting the employee's ability to drive on City business.

2. AR 2.31 1, "Vehicle Accident Reporting Procedures and Action at Scene of Collision" –

This AR outlines driver responsibilities if an accident occurs.

C. Failure to pay traffic fines, appear for a court date, or maintain financial responsibility (auto insurance) may result in a license suspension. A driver's license suspension is cause for discipline.

D. An employee in a driving position is required to:

1. Maintain in his/her possession the appropriate driver's license at all times while driving on City business.

2. Comply with all license restrictions issued by MVD while driving on City business.

3. Immediately notify his/her supervisor of:

a. A ***change in status*** of his/her driver's license
b. An arrest for a violation of any part of the A6zona Revised Statutes (ARS) concerning driving under the influence of drugs or alcohol

The notification must be made as soon as the employee becomes aware of the change in status or arrest and no later than before the start of the employee's next scheduled work shift (see Section VII.B.2 of this PD Letter).

4. Refrain from driving on City business after there has been a change in status of his/her driver's license, even if the cancellation, expiration, refusal, revocation, suspension, or restriction has ended, unless the license has been reinstated. Proof of ***reinstatement*** must be provided to the supervisor before driving on City business.

E. An employee in a ***non-driving position*** must:

1. Comply with federal, state, and local driving laws.

2. Follow all regulations pertaining to driving on City business if requested to drive a vehicle on City business.

3. Immediately notify his/her supervisor if the employee is requested to drive a vehicle on City business and the employee does not have the appropriate d6vees license in his/her possession.

F. No employee will drive on City business after consuming alcoholic beverages or any other substance that may impair driving. Any physical or mental impairment affecting the ability to operate a vehicle safely must be reported immediately to the supervisor.

V. HIRING PROCEDURES

A. Driving records of applicants for driving positions, including present City employees, must be reviewed before making an offer of employment. Applicants

must have a permissible driving history to be considered for employment.

B. Driving records are evaluated based on moving violation convictions, ***chargeable accidents*** and related performance. The MVD Acceptable Violation Code Table determines driving record points. Any violation not listed is assigned points according to the currently accepted practices of the MVD. Other factors such as chargeable accidents or ***zero point violations*** are considered in determining if the applicant has a permissible driving record.

C. The employee's driving record must be checked before an employee is promoted, transferred, placed, etc. into a driving position. An employee who does not have a permissible driving history is not promoted, transferred, placed, etc. into a driving position. If a department head requests, the Personnel Director may approve an exception to this requirement.

VI. PERFORMANCE STANDARDS (See Addendum)

A. The Personnel Department Safety Section and the operating department review the driving record of each employee in a driving position at least once per year. This review is conducted immediately before the employee's performance appraisal using the following:

MVD POINTS	DRIVING RECORD RATING	TERMINOLOGY
0 - 3	3 or higher	Meets or exceeds requirements
4 - 7	2	Needs improvement
8 or more	1	Unacceptable

B. An employee receiving a rating of "2" (needs improvement) or "1" (unacceptable) for the evaluation of his/her driving record will have a goal of zero points set for the next twelve months. Additionally, an employee who receives a rating of "1," who then accumulates any additional points during the next twelve months, will be removed from the driving position. This does not preclude the supervisor from setting a different evaluation period for other performance issues.

C. An unacceptable driving record is not tolerated. Discipline is handled according to the City's disciplinary guidelines. Other factors considered in determining the employee's performance appraisal rating include:

1. Any change in status of the employee's driver's license affecting the employee's ability to drive on City business
2. Chargeable accidents
3. Zero point violations

D. Requests for driving record checks are made through the Safety Section of the Personnel Department. The Safety Section submits the driving record checks to the state and returns the findings to the requesting department.

VII. ADMINISTRATIVE ACTION

A. The following guidelines should be used when an employee does not follow the requirements of this PD Letter. References to "driving" mean driving on City business. No employee should be displaced to accommodate an employee who can no longer remain in a driving position because of a change in status of his/her driver's license or because his/her driving record is unacceptable.

B. Employees in Driving Positions:

Situation	Discipline
1. Employee drives when he/she knows the license is expired:	Minimum two-day suspension.
2. If employee can demonstrate that he/she had been unaware that the license was expired and upon realizing that it was expired, the employee immediately renewed the license and immediately notified his/her supervisor:	Written reprimand.
3. Employee fails to notify supervisor that he/she is not in possession of license and drives:	First offense: written reprimand.
4. Employee drives without appropriate class of license:	Minimum two-day suspension.
5. Employee drives contrary to a restriction:	Minimum two-day suspension.
6. Employee drives while license is cancelled, refused, revoked, or suspended:	Termination, unless there are mitigating circumstances.
7. Employee fails to notify supervisor of change in driver's license status or fails to notify supervisor of any ARS citation concerning DUI/DWI by the beginning of the next scheduled work shift or return to active work status from leave status:	Minimum five-day suspension, even if license is presently valid or reinstated.
8. Violation of any ARS concerning DUI, while on City business or driving a City vehicle:	Termination.

The City's policy on substance abuse applies to an employee arrested and not yet convicted for DUI while driving on City business (see AR 2.324, "Policy on Substance
Abuse.")

An employee in a driving position who has a status change in his/her driver's license for a period not exceeding 30 days will be removed immediately from all driving responsibilities and will be placed on a leave of absence (unpaid leave or previously- accrued vacation time), if approved by management, or accommodated by being placed in a nondriving assignment, if one is available within the department.

If the status change is for a period of more than 30 days but less than one year, the employee may be placed on a leave of absence (unpaid leave or previously-accrued vacation time) for up -to 60 working days, during which time the

employee may seek a transfer to a nondriving position. All such leaves are subject to management approval. If a leave of absence is not approved, the employee shall be terminated. If a transfer occurs, the employee will not be terminated from City employment based solely on the loss of his/her driver's license that gave rise to the transfer. If such a transfer does not occur, the employee shall be terminated.

An employee in a driving position who has a status change in his/her driver's license for a period of one, year or more 5b3g be terminated. With management approval, the employee may be placed on a 60-day leave of absence (unpaid leave or previously- accrued vacation time) for up to 60 working days prior to termination, to seek a transfer to a nondriving position. If such a transfer occurs, the employee will not be terminated from City employment based solely on the loss of his/her driver's license that gave rise to the transfer. If such a transfer does not occur, the employee shall be terminated.

C. All Employees:

Situation	Discipline
1. Employee fails to notify supervisor that he/she is not in possession of license, and drives:	First offense: written reprimand.
2. Employee drives without appropriate class of license:	Minimum two-day suspension.
3. Employee drives contrary to a restriction:	Minimum two-day suspension.
4. Employee drives on an expired license:	Written reprimand.
5. Employee drives while license is cancelled, refused, revoked, or suspended:	Termination, unless there are mitigating circumstances.
6. Violation of any ARS concerning DUI, while on City business or driving a City vehicle:	Termination

VIII. REINSTATEMENT

An employee who is terminated under the provisions of this PD Letter may request reinstatement when his/her license has been lawfully reinstated by MVD, if the request is within the time specified in the Personnel Rules. An employee seeking reinstatement is subject to the same requirements as any person applying for a driving position.

IX. DEFINITIONS

The definitions in this section are supplemental to the definitions provided in ARS Title 28:

A. ***Acceptable Driving Record*** – The driving employee has accumulated three points or fewer in the previous twelve months. Points are as shown in the current MVD Acceptable Violation Code Table. In addition, any cancellation, expiration, refusal, revocation, suspension, or restriction affecting the employee's ability to drive on City business, or other factors such as a chargeable accident or zero

point violation, are considered in determining whether the employee's driving record is acceptable.

B. ***Appropriate License*** – An Arizona driver's license of the class required for the vehicle being driven. The license must be current and valid and have all endorsements required by the type of equipment, the class of the vehicle being driven, and the load being carried. The license may not have any restrictions that would preclude driving on City business. The appropriate Commercial Driver's License (CDL) is required when driving any CDL vehicle on City business, no matter where it is operated, except under the following circumstances:

- The vehicle is being moved within the City's facility. It is not being driven on the street or on any other property, and
- Movement of this type of vehicle is infrequent and does not constitute a significant portion of the operators duties, and
- The operator has, at a minimum, a regular driver's license, and
- The department has documentation that the operator successfully passed a CDL pre-trip inspection and basic skills test.

C. ***Authorized*** - The employee has been given explicit permission by his/her supervisor to drive a specific class of vehicle on City business.

D. ***Cancelled*** - The state has removed the person's driving privileges; e.g., for falsified application or lost driving privileges in another state before applying for a license in Arizona.

E. ***Change in Status*** - The driver's license has been cancelled, refused, revoked, suspended, or restricted in such a manner which affects the person's ability to drive on City business.

F. ***Chargeable Accident*** - The driver received a conviction of a moving violation for a collision or is found most at fault by the Personnel Department Safety Section. (This definition is to be used only within the context of PD Letter #96.)

G. ***Driving on City Business*** - The use of a motor vehicle to carry out the duties of the position. Driving on City business includes driving a vehicle owned, leased, rented, or otherwise controlled by the City, as well as the use of a personal vehicle on City business.

H. ***Driving Position*** - A job that requires driving a vehicle on City business regularly or occasionally as part of the range of duties. This includes permanent, temporary, full-time, part-time, contract, or volunteer positions requiring driving vehicles on City business.

I. ***Driving Record*** - The MVD moving violation record and, for City employees, any chargeable driving incidents.

J. ***Employee*** - Includes permanent, temporary, full-time, part-time, contract, and volunteer workers.

K. ***Expired*** - The driver's license is not renewed before its date of termination.

L. ***Non-Driving Position*** - Any position not designated as a driving position.

M. ***Permissible Driving History*** - The job applicant has the appropriate license. The following items preclude hiring:

1. Eight points or more in the previous 36 months. Points are shown in the current MVD Acceptable Violation Code Table.
2. More than two chargeable accidents within the previous 36 months.
3. A conviction of driving under the influence within the previous 36 months.
4. License has been cancelled, refused, revoked, suspended, or restricted as the direct result of a moving violation within the previous 36 months.
5. A current cancellation, expiration, refusal, revocation, suspension, or restriction that affects the applicant's ability to drive on City business.

Other factors, such as a chargeable accident, zero point violation, or pending DUI charge, are considered in determining if the applicant's driving record is permissible. If the applicant is already a City employee, he/she must meet the same requirements and have an acceptable driving record on all performance appraisals within the previous twelve months to be considered for a driving position.

N. ***Refused*** - A license is not issued by MVD; e.g., the person cannot pass the vision test.

O. ***Reinstatement*** - The restoration of driving privileges by MVD after the completion of a suspension, etc. The operator has satisfactorily met all requirements, fines, and reinstatement fees, and has had driving privileges restored by the MVD. The Moving Violation Record must show that the license has been reinstated.

P. ***Restricted*** - Any limitation imposed on the d6vees license that precludes the person from operating the vehicle on City business without meeting the restriction; e.g., wearing eyeglasses, or having an air brake endorsement for vehicles that have air brakes, etc.

Q. ***Revoked*** - A license that has been rescinded by MVD. The person's driving privileges are repealed for a minimum of one year.

R. ***Suspended*** - The temporary removal of the person's driving privileges, which may be 'or a definite or indefinite period.

S. ***Zero Point Violation*** - Traffic violations for which no driving points are assigned; e.g., driving without a license, defective equipment, failure to provide proof of financial responsibility (insurance), etc.

SC/pam

Carlos G. Arauz, Personnel Director

2/98

ADDENDUM TO PD 96

VI. PERFORMAINCE STANDARDS

A. The personnel Department Safety Section and the operating department review the driving record of each employee in a driving position at least once per year. This review is conducted immediately before the employee's performance appraisal using the following:

MVD POINTS	DRIVING RECORD RATING	TERMINOLOGY
0 - 3	Met	Meets or exceeds requirements
4 - 7	Not Met	Needs improvement
8 or more	Not Met	Unacceptable

B. An employee receiving 4 or more points on his/her driving record will have a goal of zero points set for the next twelve months. Additionally, an employee who receives 8 or more points and then accumulates any additional points during the next twelve months will be removed from the driving position. This does not preclude the supervisor from setting a different evaluation period for other performance issues.

C. An unacceptable driving record is not tolerated. Discipline is handled according to the City's disciplinary guidelines. Other factors considered in determining the employee's performance appraisal rating include:

1. Any change in status of the employee's driver's license affecting the employee's ability to drive on City business
2. Chargeable accidents
3. Zero point violations

D. Requests for driving record checks are made thought the Safety Section of the Personnel Department. The Safety Section submits the driving record checks to the state and returns the findings to the requesting department.

DRIVER QUALIFICATION POLICY

Personnel Department (PD) Letter #96

I, _____, SS# _____, have been given a copy of PD Letter #96, "Driver Qualification Policy," revised on 5/1/96. These procedures have been explained to me. I understand the requirement to maintain an acceptable driving record.

Employee Signature: _____

Date: _____

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Inside Phoenix *Last modified 09/25/2003 11:47:45*