



Staff Report

Agenda Item: **Clarkdale-Jerome School District Mechanical Repair Services Agreement - Approval of the 2008-2009 Intergovernmental Agreement between the Clarkdale-Jerome School District and the Town of Clarkdale for mechanic repair services.**

Staff Contact: Steve Burroughs, Public Works Director

Meeting Date: May 27, 2008

Background: Since 1995 the Clarkdale-Jerome School District has been contracting with the Town of Clarkdale to share the cost and services of an in-house mechanic. This mechanic is a full-time employee of the Town of Clarkdale and the school may use the mechanic's services on an as-needed basis. The school will be charged a rate of \$28.20 per hour for work done at the Town shop facility in Clarkdale, and pay for their own equipment and supplies plus 10%. Service calls outside of the shop facility will be billed at \$56.40 per hour with a mileage radius limit of 10 (ten) miles from Clarkdale Shop. Each work order issued to the school will include a \$15.50 supply charge. A 15% late fee will be charged for invoices not paid within 30 days.

The terms of this agreement contain no changes from the 2007 – 2008 agreement.

Recommendations: To approve the 2008 – 2009 Intergovernmental Agreement between the Clarkdale-Jerome School District and the Town of Clarkdale for mechanic repair services.

When recorded return to:
Town of Clarkdale
Town Clerk
PO Box 308
Clarkdale, AZ 86324

INTERGOVERNMENTAL MECHANICAL REPAIR SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2008, by and between the **CLARKDALE-JEROME SCHOOL DISTRICT**, hereinafter called "the school", and **TOWN OF CLARKDALE**, a municipal corporation of the State of Arizona, hereinafter called "Clarkdale."

WHEREAS, the school and Clarkdale are desirous of entering into a cooperative agreement to share the services of an in-house mechanic; and

WHEREAS, both the school and Clarkdale have determined that the cost of such services could be substantially reduced if they were performed by Clarkdale employees; and

WHEREAS, the school and Clarkdale have determined that such an agreement would be the wisest and most economical means for providing mechanical services.

NOW THEREFORE, the parties mutually agree as follows:

1. Clarkdale shall hire a mechanic who shall be a full-time employee of Clarkdale. Clarkdale shall be responsible for paying the wages, taxes, social security, and other benefits of said employee.
2. The School may use the services of said mechanic on an as-needed basis. The School shall be charged for such services at the rate of Twenty Eight dollars and 20/100 cents (**\$28.20**) per hour for work done at the shop facility in Clarkdale. The School will pay for their own equipment and supplies including, but not limited to, oil, grease, and automotive parts at cost plus 10%.
3. Service calls outside of the Clarkdale shop facility will be billed at Fifty Six dollars and 40/100 cents per hour (**\$56.40**). Service calls will be limited to a maximum limit of 10 (ten) miles from Clarkdale shop facility.
4. The school will be billed by Clarkdale on a monthly basis.
5. A Fifteen dollars and 50/100 cents (**\$15.50**) shop supply charge will be included on each work order.
6. Payment of invoice is due within 30 days or a 15% late fee will be charged.
7. The above-stated rates to be paid by the school to Clarkdale are subject to change based on wage or benefit increases paid by Clarkdale to the mechanic employee. It is understood and agreed that charges to the school are based solely upon costs expected to be incurred by Clarkdale without profit. In the event the rate charged to and/or benefits paid to the mechanic employee increase, said increase shall reflect only the increased costs actually incurred by Clarkdale. The School shall at all times have free access to the payroll records of Clarkdale for the purpose of verifying the validity of the rate charged to the school.

8. The School will indemnify and hold Clarkdale harmless from any and all claims for damages made by third parties arising from or related to the mechanical services contemplated herein and will indemnify Clarkdale against any damages that may be paid or ordered to be paid to third parties, together with cost of defense, including reasonable attorney's fees. Those claims arising solely out of the errors or omissions of Clarkdale are exempted from the provisions of this paragraph.
9. This Agreement shall be for a period of one year commencing on July 1, 2008, and expiring on June 30, 2009.
10. This Agreement may be terminated by either party upon thirty (30) days written notice delivered to the other party.
11. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and it may be amended or modified only by an instrument in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officials on the aforementioned date.

CLARKDALE-JEROME SCHOOL

TOWN OF CLARKDALE

School Board President

Doug Von Gausig, Mayor

Superintendent

ATTEST:

Kathy Bainbridge, Town Clerk

APPROVED AS TO FORM:

Attorney,
Clarkdale-Jerome School District

Robert Pecharich
Town Attorney