



Staff Report

Agenda Item: **Clarkdale-Jerome School District Repair and Maintenance Services Agreement - Approval of the 2010-2011 Intergovernmental Agreement between the Clarkdale-Jerome School District and the Town of Clarkdale for repair and maintenance services.**

Staff Contact: Steve Burroughs, Public Works Director

Meeting Date: May 25, 2010

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. The School District has expressed a desire to expand the IGA services contract to include Carpentry, Plumbing, Electrical and Ground Keeping.

The School District will follow the Town's current hourly salary schedule plus 10% for services requested. For any services requested through an emergency, those services will be billed at an hourly rate of one and half times plus 10%. For mechanic services required outside of the town's facility and with a ten (10) mile maximum radius limit, those services will be billed at a rate of two (2) times the hourly rate of the mechanic. All Town furnished parts, supplies, and shop materials will be billed at cost plus 10% rate.

Recommendations: To approve the 2010-11 Intergovernmental Agreement between the Clarkdale-Jerome School District and the Town of Clarkdale for repair and maintenance services.

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

INTERGOVERNMENTAL REPAIR AND MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2010, by and between the CLARKDALE-JEROME SCHOOL DISTRICT, hereinafter called "School District", and TOWN OF CLARKDALE, a municipal corporation of the State of Arizona, hereinafter called "Clarkdale."

WHEREAS, both School District and Clarkdale are desirous of entering into a cooperative agreement to share the services of an in-house mechanic, plumber, carpenter, electrician, and grounds keeper; and

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

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

NOW THEREFORE, the parties mutually agree as follows:

1. Clarkdale shall be responsible for paying the wages, taxes, social security, and other benefits of said employee providing services to the Clarkdale-Jerome School District.
2. School District may request use of the Town's employees for services on an as-needed basis. School District shall be charged for such services at the rates on the attached fee schedule.
3. When requesting services, a minimum Forty Eight (48) hour notice is required, unless required due to an emergency in which services will be on a case by case basis.
4. Services will be granted at the discretion of the Public Works Director, provided regular town duties are not jeopardized.
5. Scheduled services will be paid at the Towns full cost of employee's salary plus benefits and 10%.
6. Emergency required services will be paid at the Towns full cost of one and half times the employee's salary and benefits plus 10%.

7. School District will be billed by Clarkdale on a monthly basis.
8. Payment of invoice is due within 30 days or a 15% late fee will be charged.
9. The rates stated within the attachment to be paid by the School District to the Town of Clarkdale are subject to change based on wage or benefit increases paid by Clarkdale to their employees. It is understood and agreed that charges to School District 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 their employees increase, said increase shall reflect only the increased costs actually incurred by Clarkdale. School District 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 School District.
10. See attachment for services fee schedule.
11. School District 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.
12. This Agreement shall be for a period of one year commencing on July 1, 2010, and expiring on June 30, 2011.
13. If a dispute arises out of or relates to this Agreement, or breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator within ten (10) days, either party may request the Presiding Judge of the Superior Court of Yavapai County to assign a mediator from a list of experienced mediators maintained by the Arizona Municipal Risk Retention Pool.
14. This Agreement may be terminated by either party upon thirty (30) days written notice delivered to the other party.
15. 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.
16. This Agreement shall be filed with the Secretary of State or the County Recorder as provided in ARS 11-952.
17. This Agreement may be cancelled pursuant to the provisions of ARS 35-511.

18. All books, accounts, reports, files and other records relating to this Agreement shall be subject to inspection and audit by the Town for five years after completion of the Agreement as provided in ARS 35-214.

19. Non-Availability of Funds: Every payment obligation of the Town under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Town at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the Town shall not be obligated or liable for any future payments as a result of termination under this paragraph.

20. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Town Clerk
Town of Clarkdale

890 Main Street
P.O. Box 308
Clarkdale, AZ 86324

Town Attorney
Boyle, Pecharich, Cline, Whittington & Stallings,
P.L.L.C.
Attention: Robert S. Pecharich
125 North Granite Street
Prescott, AZ 86301

21. In accordance with ARS 11-952(D) the attached written determination of each party's legal counsel that the parties are authorized to enter into this Agreement and that the Agreement is in proper form.

22. The parties agree to comply with Executive Order 99-4 concerning equal opportunity.

ATTORNEY APPROVAL FORM

Pursuant to ARS 11-951 through 11-954 the undersigned has reviewed the attach Intergovernmental Agreement between the Town of Clarkdale and Clarkdale-Jerome School District and find the Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona and the Town Code.

Dated this _____ day of _____, 2010

Robert S. Pecharich
Boyle, Pecharich, Cline, Wittington & Stallings, P.L.L.C.
Clarkdale Town Attorney

Pursuant to ARS 11-951 through 11-954 the undersigned has reviewed the attach Intergovernmental Agreement between the Town of Clarkdale and Clarkdale-Jerome School District and find the Agreement to be in proper form and within the powers and authority granted to the Clarkdale-Jerome School District under the laws of the State of Arizona and the

_____.

Dated this _____ day of _____, 2010

Attorney for Clarkdale-Jerome School District

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

**TOWN OF CLARKDALE
DISTRICT**

CLARKDALE-JEROME SCHOOL

Doug Von Gausig, Mayor

Kathleen Fleenor, CJSD
Superintendent

(Town of Clarkdale Seal)

ATTEST:

Kathy Bainbridge, Town Clerk

Dale Williams, Clarkdale-Jerome
School District Governing Board
President

FEE ATTACHMENT

(Fees listed below will be updated to reflect changes made by the Town Council and the School District will be notified of those changes as they may occur, per paragraph 12)

- ***Mechanic:*** Twenty Eight dollars and 20/100 cents (**\$28.20**) per hour
- ***Plumber:*** Twenty Four dollars and 80/100 cents (**\$24.80**) per hour,
- ***Carpenter:*** Twenty Six dollars and 65/100 cents (**\$26.65**) per hour,
- ***Electrician:*** Twenty Five dollars and 50/100 cents (**\$25.50**) per hour,
- ***Grounds Keeper:*** Twenty Seven dollars and 60/100 cents (**\$27.60**) per hour,

1. Mechanic 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. Work done at the shop facility in Clarkdale will be billed out as stated above

2. For mechanic services: a Fifteen dollars and 50/100 cents (\$15.50) shop supply charge will be included on each work order.

3. School District will furnish own equipment and supplies. Parts and supplies furnished by the Town will be at cost plus 10%