AG Contract No. KR95 2591TRN
ADOT ECS File No. JPA 95-205
Project: Relocation Appeal
Hearing Officers

**INTERAGENCY AGREEMENT**
BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION
AND
THE ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT

THIS AGREEMENT is entered into 4 December, 1995, under the provisions of Arizona Revised Statutes Section 35-148, between agencies of the STATE OF ARIZONA, to wit; the ARIZONA DEPARTMENT OF TRANSPORTATION, acting by and through its INTERMODAL TRANSPORTATION DIVISION (the "ADOT") and ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS, DIVISION OF EMERGENCY MANAGEMENT, acting by and through its DIVISION DIRECTOR (the "ADEM").

I. RECITALS

1. The ADOT is empowered by Arizona Revised Statutes Section 28-108 and 35-148 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the ADOT.

2. The ADEM is empowered by Arizona Revised Statutes Section 26-306 to enter into this agreement and has resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the ADEM.

3. The ADEM, as part of the Clifton, Arizona Flood Control Relocation mission, has an ongoing requirement for relocation appeal hearing officers. The ADOT has agreed to provide the ADEM with qualified hearing officer services.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

1. The ADEM will:

a. Request the services of a hearing officer on an as needed basis, during other than regular State business hours, to adjudicate relocation appeals.

b. Under the provisions of ARS 35-148, advance ADOT funds in an amount sufficient to fund prompt hearing officer services to ADEM. Make monthly reimbursements of salary, employee related and mileage expenses after the initial advance. Reimburse ADOT for hearing officers services at 150 percent of their respective current state payroll compensation.

2. The ADOT will:

a. Following State policies, procedures and standards, and P.L. 91-646, provide ADEM with qualified hearing officer services of either David Edwards, Roxanne Turner or Coral Sheehan, each of whom has the appropriate expertise to accomplish the work contemplated herein. Such work to be completed during time ouside of scheduled work hours for ADOT.

b. Insure that hearing officers maintain a detailed accounting of services to ADEM, by project or case number, hours worked, hourly rate, mileage, etc. to accompany invoices to ADEM. No more often than monthly, invoice ADEM for costs incurred the previous month, with no ADOT profit or fee.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party or other competent authority.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. 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:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Division of Emergency Management
Division Director
5636 E. McDowell Road
Phoenix, AZ 85008-3495

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**STATE OF ARIZONA**

**DIVISION OF EMERGENCY MANAGEMENT** **DEPARTMENT OF TRANSPORTATION**

By _____
MICHAEL P. AUSTIN
Division Director

By _____
for PETER L. ENO
Contract Administrator

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14nov

JPA 95-205

RESOLUTION

BE IT RESOLVED on this 14th day of November 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the the Arizona Department of Emergency & Military Affairs, Division of Emergency Management for the purpose of defining responsibilities for ADOT to provide relocation appeal hearing officer services for the Clifton Flood Control Relocation project.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

for LARRY S. BONINE
Director