AG Contract No. KR98 2057TRN
ADOT ECS File No. JPA 98-158
Project: Vehicle Maintenance

**INTERGOVERNMENTAL AGREEMENT**
BETWEEN
THE DEPARTMENT OF TRANSPORTATION
AND
THE BEAVER DAM - LITTLEFIELD FIRE DISTRICT

THIS AGREEMENT is entered into 26 October, 1998, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, acting by and through its Equipment Administrator (the "DOT") and BEAVER DAM - LITTFIELD FIRE DISTRICT, acting by and through its Board of Directors (the "BDLFD").

I. RECITALS

1. The DOT 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 DOT.

2. The BDLFD is empowered by Arizona Revised Statutes Section 48-801 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 BDLFD.

3. The BDLFD has a continuing requirement for motor vehicle maintenance and repair (M&R) services. The DOT is capable of providing motor vehicle M&R services to the BDLFD at competitive costs at the Littlefield (Beaver Dam) equipment maintenance shop located on Old Highway 91 at MP8.

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

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NO. 22751
Filed with the Secretary of State
Date Filed: 10/26/98
Betsey Bayless
Secretary of State
By Vicky V. Groenewold

## II. SCOPE

1. The State will:

a. Appoint DOT personnel with appropriate authority to administer and coordinate the work contemplated herein with the School. Notify the School of business and emergency M&R telephone numbers and locations.

b. Annually provide the School with a price list for routine M&R and preventative maintenance (PM) functions. Perform M&R and PM functions in accordance with the price list. Perform repair activities not covered by the price list at the current DOT fully burdened labor rate for actual time (currently $32.00 per labor hour). In no event shall DOT invoice the School for repair costs/labor hours which would exceed the "Mitchell Flat Rate" manual. Parts provided by DOT for School M&R or PM will be invoiced at cost plus ten percent.

c. Provide the School M&R and PM services priority whenever possible. In the event of a conflict DOT shop supervisors scheduling decisions shall prevail.

d. No more often than monthly, invoice the School for services provided, supported by individual vehicle work orders, detailing work performed and parts used.

2. The School will:

a. Appoint School personnel with appropriate authority to administer and coordinate the work contemplated herein with DOT.

b. Provide DOT common M&R and PM parts, including tires. Provide DOT with electronic data necessary to load master equipment records and points of contact into the DOT data system.

c. Reimburse the DOT within 30 days after receipt of invoices for work performed under this agreement.

## 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
Equipment Administrator
2225 South 22 Avenue, Mail Drop 071R
Phoenix, AZ 85009-6997

Littlefield School District
Business Manager
PO Box 317
Littlefield, AZ 86432

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

**LITTLEFIELD SCHOOL DISTRICT**

By _____

**STATE OF ARIZONA**
**Department of Transportation**

By _____
JOSEPH H. O'NEILL
Equipment Administrator

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JPA 98-158

RESOLUTION

BE IT RESOLVED on this 29th day of August 1998, that I, the undersigned MARY E. PETERS, 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 Intermodal Transportation Division, to enter into an agreement with the Beaver Dam - Littlefield Fire District for the purpose of defining responsibilities for providing motor vehicle maintenance and repair.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Equipment Administrator for approval and execution.

DAVID ALLOCCO, Manager
Engineering Technical Group
for Mary E. Peters, Director

JPA 98-160

DETERMINATION

Arizona Contract No. JPA 98-160, which is an agreement between public agencies; to wit; the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the LITTLEFIELD SCHOOL DISTRICT, has been reviewed by the undersigned for the District who has determined that it is in the proper form and within the powers and authority granted to the District.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 21st day of September, 1998.

By _____

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2997

GRANT WOODS
ATTORNEY GENERAL

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# INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR98-2057TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE October 16, 1998.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/16009

Enc.