

**INTERGOVERNMENTAL AGREEMENT BETWEEN AND  
AMONG THE ARIZONA FIRE & MEDICAL AUTHORITY, CITY OF  
AVONDALE, THE CITY OF BUCKEYE, THE CITY OF EL  
MIRAGE, THE CITY OF GLENDALE, THE CITY OF GOODYEAR,  
THE CITY OF PEORIA, THE CITY OF SURPRISE, THE CITY OF  
TOLLESON, THE DAISY MOUNTAIN FIRE AND MEDICAL  
DISTRICT, AND THE SUN CITY FIRE DISTRICT  
FOR USE OF FIRE APPARATUS**

This Intergovernmental Agreement (“Agreement”) is entered into as of the day and date set forth on the respective signature pages between and among the Arizona Fire & Medical Authority (“AZ Fire”), City of Avondale (“Avondale”), the City of Buckeye (“Buckeye”), the City of El Mirage (“El Mirage”), the City of Glendale (“Glendale”), the City of Goodyear (“Goodyear”), the City of Peoria (“Peoria”), the City of Surprise (“Surprise”), the City of Tolleson (“Tolleson”), the Daisy Mountain Fire and Medical District (“Daisy Mountain”), and the Sun City Fire District (“Sun City”) (individually a “Lending Partnering Agency” or “Borrowing Partnering Agency” as applicable and as set forth in each Equipment Use Letter, collectively “Partnering Agencies” and also referred to as “Parties”).

The Partnering Agencies are authorized and empowered by provisions of their respective city laws and A.R.S. §11-951 et seq to enter into this Agreement.

IN CONSIDERATION of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency which is acknowledged, the Parties agree as follows:

**ARTICLE I. PURPOSE**

The Partnering Agencies would like the ability to lend and borrow the use of various fire apparatus on an as-needed basis to benefit public safety.

**ARTICLE II. STATEMENT OF SERVICES**

1. Partnering Agencies agree to lend and borrow, the following described fire apparatus ("Loaned Equipment") AS IS:
  - Engine(pumper)
  - Ladder
  - Ambulance
  - other emergency response vehicle
2. Loaned Equipment Pickup. After the commencement of the Term, when a loan of Equipment has been arranged, Borrowing Partnering Agency shall be responsible for picking up the Loaned Equipment from the Lending Partnering Agency’s designated facility and filling out the Equipment Use Letter “Exhibit A” attached.
3. Use. Borrowing Partnering Agency shall use the Loaned Equipment in a careful and proper manner and solely for the purpose of fire prevention, firefighting, and life-saving treatment and transportation. Proper use shall be within the specifications set forth by the manufacturer(s) of the Loaned Equipment. Borrowing Partnering

Agency further shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Loaned Equipment.

4. Right to Lend Equipment. Lending Partnering Agency warrants to Borrowing Partnering Agency that Lending Partnering Agency is authorized to lend the Loaned Equipment to the Borrowing Partnering Agency as provided in this Agreement and Borrowing Partnering Agency warrants to Lending Partnering Agency that Borrowing Partnering Agency is authorized to borrow the Loaned Equipment from the Lending Partnering Agency as provided in this Agreement.
5. Ownership. Title to the Loaned Equipment and ownership thereof shall at all times be registered in the name of the City or the name of the District of the Lending Partnering Agency and the Borrowing Partnering Agency shall have no right to use or possess the Loaned Equipment, except as set forth in this Agreement.
6. Repairs. Borrowing Partnering Agency shall not be responsible for damage caused from ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the Loaned Equipment caused by ordinary, reasonable and proper use of the Loaned Equipment and within the specifications set forth by the manufacturer(s) thereof. The Borrowing Partnering Agency and the Lending Partnering Agency shall operate in good faith in determining what constitutes damage by use that is not "ordinary wear and tear."
7. Operating Costs. Borrowing Partnering Agency shall pay all applicable operating costs necessary for its use of the Loaned Equipment, including the cost of fuel, oil, other necessary vehicular fluids (such as diesel exhaust fluid), licenses, license registration fees, municipal licenses and inspection fees.
8. Inspection. Lending Partnering Agency shall have the right to inspect the Loaned Equipment, without prior notice at all reasonable times during the Term. Borrowing Partnering Agency further agrees to comply with the inspection per the Lending Partnering Agency's requirements and have the Loaned Equipment inspected per the Lending Partnering Agency's requirements at such location as Lending Partnering Agency shall designate.
9. Alteration. Borrowing Partnering Agency shall not alter, add, or allow any other party to alter or add to the Loaned Equipment in any way without the prior written approval of Lending Partnering Agency. Any approved alterations or additions to the Loaned Equipment shall become and remain the property of the Lending Partnering Agency.
10. Surrender. Upon the expiration of the Term or earlier termination of this Agreement, Borrowing Partnering Agency shall return the Loaned Equipment to Lending Partnering Agency in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted
11. Warranty. Borrowing Partnering Agency acknowledges and agrees that Lending Partnering Agency makes no warranties whatsoever, either express or implied, including without limitation the Loaned Equipment's merchantability or fitness for any particular purpose.

12. Notwithstanding any repossession or any other action which Lending Partnering Agency may take, Borrowing Partnering Agency shall be and remain liable for the full performance of all obligations on the part of Borrowing Partnering Agency to be performed under this Agreement. All of Lending Partnering Agency's remedies are cumulative and may be exercised concurrently or separately.

### **ARTICLE III. TERM OF THE AGREEMENT**

1. **Term:**  
This Agreement shall commence on the Effective Date referenced above and shall continue in force for five (5) years or until terminated by formal act of the Parties.
2. **Termination and Cancellation:**
  - 2.1 **Termination**  
Any Party at their convenience, by written notice, may terminate this Agreement in whole or in part by providing thirty days (30) written notice to the other Parties. The Parties acknowledge that this Agreement is subject to the cancellation by any Party pursuant to the provisions of A.R.S. § 38-511. Upon cancellation or termination of this Agreement, each Party will retain ownership of their solely provided property for the purposes of disposing of property on termination.
  - 2.2 **Cancellation**  
Further, the Parties agree that a Lending Partnering Agency shall have the right to cancel a specific equipment use upon five (5) days prior written notice of cancellation of an Equipment Use Letter, if the Lending Partnering Agency's Fire Chief determines in his sole discretion that the Lending Partnering Agency has a need for the Loaned Equipment. Within five (5) calendar days of the Borrowing Partnering Agency's receipt of such a notice, the Borrowing Partnering Agency shall return the Loaned Equipment to the Lending Partnering Agency at its designated facility.

### **ARTICLE IV. GENERAL TERMS AND CONDITIONS**

1. **Governing Law; Forum; Venue:**  
This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern its interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts in the State of Arizona, Maricopa County, and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.
2. **Implied Terms:**  
Each and every provision of law and any clause required by law to be in this Agreement shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of any Party, the Agreement shall be amended to make such insertion or correction.

**3. Entire Agreement; No Waiver; Amendment:**

This Agreement and each Equipment Use Letter is intended by the undersigned Parties as the final expression of the applicable Parties' agreement and are intended to be the complete and exclusive statement of the terms of the agreement between the Parties. No course of prior dealings between the Parties and no usage in the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing Party has knowledge of the nature of the performance and the opportunity to object. Any delay or failure to exercise or enforce any right, power, privilege, or remedy under this Agreement by a Party may not be deemed a waiver, release, or modification of the requirements of this Agreement or any of its terms or provisions by that Party. This Agreement may not be modified or amended except in a writing signed by all Parties.

**4. Third-Party Beneficiary Clause:**

The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any third-Party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**5. Fund Appropriation Contingency:**

The Parties understand that the continuation of this Agreement is subject to the budget of the Parties providing for the associated expenditures. The Parties cannot assure that the funding for this Agreement will be approved in the future. In such event, either Party may terminate this Agreement.

**6. No Joint Venture:**

No term or provision in this Agreement is intended to create a legal partnership, joint venture or agency arrangement between any of the Parties.

**7. Assignment and Delegation:**

Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by any Party without the prior written consent of all Parties. Any attempt to assign this Agreement without prior written consent will be void and may result in penalties up to and including termination of the Agreement.

**8. Independent Contractor Status:**

To the extent required by law, the Parties agree that no Party shall be deemed to be an employee or agent of any other Party to this Agreement and that the relationship created by this Agreement is that of independent contractors. To the extent applicable by law, none of the Partnering Agencies nor any of the Partnering Agencies' agents, employees or helpers will be deemed to be the employee, agent, or servant of any other Partnering Agency.

**9. Workers' Compensation:**

Pursuant to A.R.S. § 23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The entity which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the entity solely liable for payment of all workers'

compensation and related benefits. All Parties shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

**10. Severability.**

The provisions of this Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement which shall remain in effect without the invalid provision or application.

**11. Compliance with Laws:**

The Parties will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs, a request for an amendment may be submitted pursuant to this Agreement.

**12. Drug Free Workplace:**

The Parties will comply with the Drug Free Workplace Act of 1988. Upon request, the Lending Partnering Agency shall provide copies of any applicable drug free workplace policies enacted by the Lending Partnering Agency. A Party's failure to comply with the Drug Free Workplace Act of 1988 shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

**13. Immigration Requirements:**

To the extent applicable by law, the Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41- 4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

**14. Legal Worker Requirements:**

To the extent applicable by law, the Partnering Agencies are prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any organization who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, the Partnering Agencies shall agree that:

**14.1** To the extent applicable by law, each subcontractor a Partnering Agency uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214.

**14.2** To the extent applicable by law, a breach of warranty will be deemed a material breach of the Agreement and is subject to termination of the Agreement by the Agency.

**14.3** To the extent applicable by law, the Partnering Agencies will have the legal right to inspect the papers of a Partnering Agency and any contractor or subcontractor who work(s) on this Agreement to ensure that the contractor or subcontractor is complying with this Section.

**15. Disposition of Property:**

Upon cancellation or termination of this Agreement, each Party will retain ownership of their solely provided property for the purposes of disposing of property on termination.

**ARTICLE V. INSURANCE AND INDEMNIFICATION**

**1. Indemnification:**

With respect to each Equipment Use Letter, each of the Borrowing Party Agency and the Lending Party Agency as set forth on the Equipment Use Letter (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party and its officers, officials, employees and agents (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. If a claim or claims by third parties become subject to this indemnity provision, the Parties to this Agreement that are the subject of the claim arising out of the Equipment Use Letter shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations under this Article V, Section 1 shall survive termination of this Agreement.

**2. Insurance for Loaned Equipment:**

Loaned Equipment shall be insured by the Lending Party Agency. Damage to the Loaned Equipment shall be covered by the Lending Party Agency's insurance. Any insurance that the Borrowing Partnering Agency may have is excess to that coverage provided by the Lending Party Agency and applicable only to liability to third parties arising out of the Borrowing Partnering Agency use of . the Loaned Equipment.

**Scope and Limits of Insurance:** Lending Partnering Agency must provide coverage with limits of liability not less than those stated below.

**3. Automobile Liability and Physical Damage:**

Bodily Injury and Property Damage for the Loaned Equipment used in connection with this Agreement: Combined Single Limit (CSL) \$2,000,000

This insurance requirement is a minimum requirement for this Agreement and in no way limits the indemnity covenants contained herein. Lending Partnering Agency does not in any manner warrant that the minimum limits contained in this Section are sufficient to protect the Borrowing Partnering Agency from liabilities that might arise under this Agreement and Borrowing Partnering Agency is free to purchase such additional insurance as Borrowing Partnering Agency may determine to be necessary.

## ARTICLE VI. NOTICES

1. Any notice, consent, or other communication (“notice”) required or permitted under this Agreement must be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

### **Arizona Fire & Medical Authority**

18818 N. Spanish Garden Drive  
Sun City West, AZ 85375

Attn: Mark Burdick Arizona Fire & Medical Authority Fire Chief  
Telephone: (623) 544-5400  
Fax: (623) 544-5455  
Email: MBurdick@AFMA.Az.gov

### **Avondale Fire & Medical Department**

11465 W. Civic Center Dr.  
Avondale, AZ 85323

Attn: Larry Rooney Avondale Fire Chief  
Telephone: (623) 333-6000  
Fax: (623) 333-0690  
Email: lrooney@avondaleaz.gov

### **Buckeye Fire-Medical Department**

21699 W. Yuma Rd, Suite 101  
Buckeye, AZ 85326

Attn: Jake Rhoades Buckeye Fire Chief  
Telephone: (623) 349-6700  
Fax: (623) 349-6750  
Email: jrhoades@buckeyeaz.gov

### **Daisy Mountain Fire and Medical District**

41018 N. Daisy Mtn Drive  
Anthem, AZ 85086

Attn: Brian Tobin Daisy Mountain Fire Chief  
Telephone: (623) 456-7400  
Email: brian.tobin@dmfd.org  
Fax: N/A

### **El Mirage Fire-Medical Department**

13601 N. El Mirage Rd  
El Mirage, AZ 85335

Attn: Michael R. Long El Mirage Fire Chief  
Telephone: (623) 251-3509  
Email: mlong@elmirageaz.gov

**Glendale Fire Department**

11550 W. Glendale Ave  
Glendale, AZ 85307

Attn: Ryan Freeburg Glendale Fire Chief  
Telephone: (623) 930-4400  
Email: rfreeburg@glendaleaz.com

**Goodyear Fire Department**

14455 W. Van Buren St., Suite E-102  
Goodyear, AZ 85338

Attn: Paul Luizzi Goodyear Fire Chief  
Telephone: (623) 882-7109  
Email: Paul.Luizzi@goodyearaz.gov

**Peoria Fire-Medical Department**

8351 W. Cinnabar Ave  
Peoria, AZ 85345

Attn: Gary Bernard Peoria Fire Chief  
Telephone: (623) 773-7279  
Email: gary.bernard@peoriaaz.gov

**Sun City Fire and Medical Department**

18602 N. 99<sup>th</sup> Ave  
Sun City, AZ 85373

Attn: Rob Schmitz Sun City Fire & Medical Department Fire Chief  
Telephone: (623) 974-2321  
Email: schmitz@scfmd.az.gov

**Surprise Fire-Medical Department**

14250 W. Statler Plaza, Suite 101  
Surprise, AZ 85374

Attn: Brenden Espie Surprise Fire Chief  
Telephone: (623) 222-5000  
Fax: (623) 222-5001

**Tolleson Fire-Medical Department**

203 N. 92<sup>nd</sup> Ave  
Tolleson, AZ 85353

Attn: Michael Young Tolleson Fire Chief  
Telephone: (623) 471-8914  
Email: michael.young@tolleson.az.gov

2. Notice will be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission or, upon deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as provided above. Any Party may change its mailing address, fax number, or the contact information for the person to receive notice by notifying the other Parties as provided herein. Notice sent by facsimile transmission must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

**IN WITNESS WHEREOF**, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

[SIGNATURE PAGE TO FOLLOW]

**ARIZONA FIRE & MEDICAL AUTHORITY**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
ARIZONA FIRE & MEDICAL AUTHORITY CLERK

**CERTIFICATION BY LEGAL COUNSEL**

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the Arizona Fire & Medical Authority granted under the laws of the state of Arizona.

**APPROVED AS TO FORM AND AUTHORITY:**

\_\_\_\_\_  
ARIZONA FIRE & MEDICAL AUTHORITY ATTORNEY

**CITY OF AVONDALE**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
AVONDALE CITY CLERK

**CERTIFICATION BY LEGAL COUNSEL**

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Avondale granted under the laws of the state of Arizona.

**APPROVED AS TO FORM AND AUTHORITY:**

\_\_\_\_\_  
AVONDALE CITY ATTORNEY

**CITY OF BUCKEYE**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
BUCKEYE CITY CLERK

**CERTIFICATION BY LEGAL COUNSEL**

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Buckeye granted under the laws of the state of Arizona.

**APPROVED AS TO FORM AND AUTHORITY:**

\_\_\_\_\_  
BUCKEYE CITY ATTORNEY

**CITY OF EL MIRAGE**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
EL MIRAGE CITY CLERK

**CERTIFICATION BY LEGAL COUNSEL**

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of El Mirage granted under the laws of the state of Arizona.

**APPROVED AS TO FORM AND AUTHORITY:**

\_\_\_\_\_  
EL MIRAGE CITY ATTORNEY

**CITY OF GLENDALE**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
GLENDALE CITY CLERK

**CERTIFICATION BY LEGAL COUNSEL**

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the state of Arizona.

**APPROVED AS TO FORM AND AUTHORITY:**

\_\_\_\_\_  
GLENDALE CITY ATTORNEY

**CITY OF GOODYEAR**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
GOODYEAR CITY CLERK

**CERTIFICATION BY LEGAL COUNSEL**

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Goodyear granted under the laws of the state of Arizona.

**APPROVED AS TO FORM AND AUTHORITY:**

\_\_\_\_\_  
GOODYEAR CITY ATTORNEY

**CITY OF PEORIA**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
PEORIA CITY CLERK

**CERTIFICATION BY LEGAL COUNSEL**

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Peoria granted under the laws of the state of Arizona.

**APPROVED AS TO FORM AND AUTHORITY:**

\_\_\_\_\_  
PEORIA CITY ATTORNEY

**CITY OF SURPRISE**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
SURPRISE CITY CLERK

**CERTIFICATION BY LEGAL COUNSEL**

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Surprise granted under the laws of the state of Arizona.

**APPROVED AS TO FORM AND AUTHORITY:**

\_\_\_\_\_  
SURPRISE CITY ATTORNEY

**CITY OF TOLLESON**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
TOLLESON CITY CLERK

**CERTIFICATION BY LEGAL COUNSEL**

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Tolleson granted under the laws of the state of Arizona.

**APPROVED AS TO FORM AND AUTHORITY:**

\_\_\_\_\_  
TOLLESON CITY ATTORNEY

**DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT CLERK

**CERTIFICATION BY LEGAL COUNSEL**

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Avondale granted under the laws of the state of Arizona.

**APPROVED AS TO FORM AND AUTHORITY:**

\_\_\_\_\_  
DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT ATTORNEY

**SUN CITY FIRE DISTRICT**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
SUN CITY FIRE DISTRICT CLERK

**CERTIFICATION BY LEGAL COUNSEL**

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Tolleson granted under the laws of the state of Arizona.

**APPROVED AS TO FORM AND AUTHORITY:**

\_\_\_\_\_  
SUN CITY FIRE DISTRICT ATTORNEY

**EXHIBIT A**  
**PARTNERING AGENCIES**  
**EQUIPMENT USE LETTER**

XXXX XX, 202X

Lending Partnering Agency Name  
Address  
XXXX, AZ 85XXXX

Purpose: This Equipment Use Letter allows Partnering Agencies to lend and borrow fire apparatuses on an as-needed basis. Pursuant to all terms of the **DATE TBD**, Intergovernmental Agreement, Lending Partnering Agency, XXXX, is transferring Unit # XXXX to XXXX Borrowing Partnering Agency, XXXX, for X months use, with an anticipated return date of XXXX. This truck is a **Enter Description Here** VIN # XXXX, License # XXXX.

Term: This Equipment Use Letter is effective as of \_\_\_\_\_ and terminates on \_\_\_\_\_.

Lending Partnering Agency:

Vehicles Issued By (Print) \_\_\_\_\_ Date \_\_\_\_\_

Vehicles Issued By (Sign) \_\_\_\_\_ Date \_\_\_\_\_

Borrowing Partnering Agency:

I confirm that I am taking possession of the vehicles noted above. I have confirmed that the Loaned Equipment appears to be in good working order and are without obvious defects, and I am accepting the Loaned Equipment AS IS. \_\_\_\_\_(initial).

Vehicles Received By (Print) \_\_\_\_\_

Vehicles Received By (Sign) \_\_\_\_\_ Date \_\_\_\_\_