

AGREEMENT

This Agreement is made and entered into on the day of , 2026, by and between the City of Glendale, an Arizona municipal corporation (“Glendale”) and the City of Scottsdale, an Arizona municipal corporation (“Scottsdale”). The purpose of this Agreement is for the donation of a 2005 Freightliner CL120 and 2005 Stoughton AVW535TAR18D custom trailer, referred to as “Blue Ox” command vehicle with vehicle identification numbers 1FUJA6CK05DU06306 and 1DW1A53275S802014, (“Command Vehicle”) to be used by Scottsdale for police related activities. The parties may be collectively referred to in this Agreement as the “Parties.”

RECITALS

WHEREAS, the City of Glendale, through its Police Department, purchased the Vehicle using grant funding from the Arizona Department of Homeland Security (DOHS).

WHEREAS, under the Grant Agreement, Glendale must consult with DOHS relating to the disposition of the purchased Command Vehicle, and the City has submitted a request to DOHS that the vehicle be transferred to Scottsdale for use by the City of Scottsdale Police Department.

WHEREAS, Glendale has identified the Command Vehicle as an asset that is no longer utilized by the Glendale Police Department or any other Glendale department for operational purposes.

WHEREAS, in conformance with the Glendale City Charter and the Grant Agreement between the City of Glendale and the Arizona Department of Homeland Security, the operating department (which is the Glendale Police Department) has determined that the City’s donation of such a vehicle to the City of Scottsdale Police Department serves to meet the determination of the Arizona Department of Homeland Security’s request per the grant agreement.

WHEREAS, it has been determined and declared by the Glendale Police Department) pursuant to the Glendale City Charter, Article VIII, Section 5, and Glendale City Code Section 2-171 that the vehicle is excess/surplus property and that there is a limited fair market value for the property in the amount of \$40,000 – \$60,000. Furthermore, in accordance with Glendale City Code Section 2-171(c), because the original purchase price of the asset was greater than \$100,000, the City Council shall determine the manner of disposal of the property that is in the best interest of the city and in accordance with any disposition requirements under the original grant agreement.

WHEREAS, the City of Scottsdale willingly agrees to accept the vehicle subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and for the good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. The above recitals are incorporated into this Agreement by this reference.
2. Glendale conveys all rights, title, ownership and interest in the following Glendale Command Vehicle to Scottsdale at no cost to Scottsdale:
 - a. One (1) decommissioned Police Department vehicle, a 2005 Freightliner CL120, Vehicle Identification Number 1FUJA6CK05DU06306.
 - b. One (1) decommissioned Police Department custom trailer, a 2005 Stoughton, Vehicle Identification Number AVW535TAR18D.
3. The Command Vehicle is conveyed in “as is” condition, meaning that Glendale makes no warranties or promises as to its suitability or condition for use. Scottsdale acknowledges this condition and expressly agrees to take the Command Vehicle in its “as is” condition.
4. Beginning on the effective date of this agreement, Scottsdale is solely responsible for all costs associated with the vehicle, including insurance. Scottsdale agrees to maintain appropriate insurance levels on the vehicle as required by Arizona law, though Glendale has no obligation to enforce this provision.
5. Scottsdale agrees to release, indemnify, hold harmless and defend the City of Glendale, its officers, appointed and elected officials, departments, agents, and employees from any and all claims (real or imagined), expenses, lawsuits, payments, liabilities, or any other form of damage that might arise due to the ownership or use of the Command Vehicle from the time Scottsdale takes ownership.
6. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

THIS PORTION INTENTIONALLY LEFT BLANK

IN WITNESS TO this agreement the parties have executed it by signing below on or about the date first written above.

On behalf of the City of Scottsdale, An Arizona municipal corporation (“Scottsdale”):

Greg Caton
City Manager

Date

Approved as to form:
Luis E. Santaella
Interim City Attorney

Date

On behalf of the City of Glendale, an Arizona Municipal Corporation (“Glendale”):

Colby Brandt
Chief of Police

Date

Jerry P. Weiers
Mayor

Date

Julie K. Bower Attest
City Clerk

Date

Approved as to form:
Michael D. Bailey
City Attorney

Date