

	CITY OF GOODYEAR DONATION AGREEMENT CON – 21-5904	190 North Litchfield Road P.O. Box 5100 Goodyear, Arizona 85338
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This Donation Agreement (“Agreement”) is made by and between the City of Goodyear, an Arizona municipal corporation, (“City”), and the Buckeye Valley Fire District (“BVFD”). The City and BVFD are collectively referred to herein as the “Parties.” This Agreement is effective on the date last signed below.

RECITALS

WHEREAS, the City is currently in possession of and lawfully owns 2014 Chevrolet Tahoe, VIN: 1GNLC2E03ER194719 (“Vehicle”); which has been used by the City of Goodyear Police Department;

WHEREAS, the City no longer needs the Vehicle and desires to transfer ownership of the Vehicle to the Buckeye Valley Fire District subject to the terms and conditions contained in a donation agreement;

WHEREAS, The Buckeye Valley Fire District would benefit from the donation of the Vehicle, which would replace older equipment and improve communication capabilities within the Terrorism Liaison Officer (TLO) Program; and

WHEREAS, the City desires to transfer ownership of the Vehicle to BVFD and BVFD desires to accept the Vehicle, which enhances the region’s response in and around Goodyear for TLO Operations.

AGREEMENT

THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The City agrees to donate the Vehicle to BVFD subject to the terms and conditions contained herein.
2. BVFD agrees to the transfer of ownership of the Vehicle and acknowledges that the City is transferring ownership of the Vehicle to BVFD in an “as is” condition with all faults, and without warranties of any kind including, without limitation, implied warranties, warranties of merchantability or fitness for a particular purpose, and warranties of any kind as to the Vehicle’s current or future use or condition.
3. In consideration for the donation of the Vehicle, BVFD agrees to assume all risks in connection with the ownership, possession, custody, control, use, maintenance and/or transfer and subsequent use of the Vehicle, and releases the City, its officials, officers, agents, and employees from any and all liability for any harm, injury, or damage that may occur in connection with BVFD’s ownership, possession, use, maintenance and/or transfer and subsequent use of the Vehicle, whether caused by negligence or otherwise.

4. In consideration for the donation of the Vehicle, BVFD agrees to indemnify, defend, and hold harmless the City, its officials, officers, agents, and employees for and from any and all claims of any kind or nature, including but not limited to claims brought by a third party, for injury to any person or damage to property that occurs as a result of BVFD's ownership, possession, use, and/or maintenance of the Vehicle.
5. The Parties agree and acknowledge that the transfer and receipt of the donated Vehicle does not violate any applicable law and that the Parties have obtained all necessary approvals.
6. This Agreement is subject to cancellation pursuant to A.R.S. Section 38-511.
7. This Agreement shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of Arizona, without regard to choice of law or conflict of laws principles. Any action arising out of this Agreement shall be commenced and maintained in the Maricopa County Superior Court, State of Arizona.
8. This document sets forth the full and complete Agreement between the Parties regarding this matter.

NOW THEREFORE, the Parties intending to be bound have caused this Agreement to be executed by their duly authorized representatives, who represent and warrant that they are so authorized.

NAME OF ENTITY

BUCKEYE VALLEY FIRE DISTRICT

By: Mark Burdick
Printed Name

Signature
Fire Chief
Title
2/8/21
Date

By: _____
Jacque Behrens
Procurement Manager

Date

ATTESTED:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney