



**CITY OF GOODYEAR
DONATION AGREEMENT
CON -18-4347**

190 North Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338

This Donation Agreement ("Agreement") is made by and between the City of Goodyear, an Arizona municipal corporation, ("City"), and Quartzsite ("Quartzsite"). The City and Quartzsite 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 a 2007 Chevrolet Police Tahoe, VIN #1GNFK03067R412064 ("Vehicle"), which has been used by the City of Goodyear Police Department;

WHEREAS, the City is no longer in need of the Vehicle and therefore may transfer and dispose of the Vehicle as provided in Goodyear City Code Section 3-4-5;

WHEREAS, Quartzsite has a need for the Vehicle; and

WHEREAS, the City desires to transfer ownership of the Vehicle to Quartzsite and Quartzsite desires to accept the Vehicle.

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 Quartzsite subject to the terms and conditions contained herein.
2. Quartzsite agrees to the transfer of ownership of the Vehicle and acknowledges that the City is transferring ownership of the Vehicle to Quartzsite 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, Quartzsite 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 Quartzsite'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, Quartzsite 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 Quartzsite'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.

**CITY OF QUARTZSITE
POLICE DEPARTMENT**

By: William Ponce
Printed Name
W. Ponce
Signature
CITY OF POLICE
Title
4/20/18
Date

CITY OF GOODYEAR

By: _____
Jacque Behrens
Procurement Manager

Date

ATTESTED:

Darcie McCracken, City Clerk

APPROVED AS TO FORM:

Roric Massey, City Attorney