

**INTERGOVERNMENTAL AGREEMENT FOR TRANSFER
OF CITY OF APACHE JUNCTION USED VEHICLES AND
EQUIPMENT TO THE TOWN OF SUPERIOR**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between THE CITY OF APACHE JUNCTION, ARIZONA, an Arizona municipal corporation (hereinafter referred to as “Apache Junction”), and the TOWN OF SUPERIOR, ARIZONA, an incorporated Arizona Town (hereinafter referred to as “Superior”), both of which are referred to collectively as the “Parties” or individually as a “Party”.

RECITALS

- A. Apache Junction is in possession of used vehicles (the “vehicle” or the “vehicles”) and miscellaneous equipment (the “equipment”).
- B. Superior is in need of vehicles and equipment for municipal functions.
- C. Apache Junction has the desire and the ability to assist Superior.
- D. Mutual cooperation would result in Superior’s obtaining vehicles and equipment from Apache Junction, and Apache Junction would avoid the additional expenditure of public funds for disposing of vehicles and equipment by directly relinquishing ownership to Superior.
- E. There is a need for mutual cooperation between Apache Junction and Superior.
- F. This Intergovernmental Agreement (“IGA”) will promote efficiency in the use of public funds and will encourage future cooperation between both public entities.
- G. Pursuant to Arizona Revised Statutes Annotated (“A.R.S.”) §11-951 *et seq.*, the Parties are authorized to enter into intergovernmental agreements for the purposes of exchanging property and taking joint or cooperative action.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties to this Agreement agree as follows:

1. **Superior’s Obligations**

- A. Accept vehicle ownership transfer documents from Apache Junction, forward to the Arizona Department of

Transportation, Motor Vehicle Division (“MVD”), and provide conformed copies to Apache Junction.

- B. Pick up any offered equipment at the Apache Junction Public Works Department and transport it to Superior.
- C. No later than 30 calendar days after receipt of any vehicle and/or equipment, remove or cause to remove all “Apache Junction” insignias, seals and other markings on used vehicle, replace with “Town of Superior” decal/insignias, or other markings clearly indicating that such vehicle is to be used by the Town of Superior for municipal purposes. Allow Apache Junction to inspect the vehicle after delivery to Superior and provide visual proof of complying with this section.
- D. Provide accounting of received equipment to Apache Junction at the time of receipt of any transferred equipment.
- E. Provide a monetary donation to the City of Apache Junction as determined by the Apache Junction City Manager in writing to the Superior City Manager for Apache Junction Public Works Department functions, including but not limited to roadway improvements.

2. Apache Junction’s Obligations

- A. Execute the appropriate MVD change of ownership/transfer documents, and provide original copies to Superior for any vehicles.

3. **Indemnification and Insurance.** To the extent permitted by law, Superior covenants and agrees to fully indemnify, hold harmless and defend Apache Junction and its mayor and city council, officers, agents, servants and employees from and against any and all claims or actions of whatsoever kind of character, whether real or asserted, arising out of or in connection with this Agreement, except to the extent such claims or suits arise out of or are based upon acts or omissions by Apache Junction or its mayor and city council, officers, employees or agents. If any action or claim shall be brought or asserted against Apache Junction or its mayor and city council, officers, agents, servants or employees for which indemnity may be sought from Superior, then Apache Junction, or any such person, shall promptly notify Superior in writing. Superior shall, within ten (10) city business days of receiving such notice, assume the defense thereof, and the payment of all expenses, including any attorney fees and all court costs that shall be paid as incurred. This indemnification provision shall apply to any and all acts or omissions, willful

misconduct or negligent conduct, whether passive or active, on the part of Superior, its mayor and city council, officers, employees and agents. It is understood and agreed that Superior may elect to self-insure or obtain insurance through its pooling agreement with other governmental entities against any or all of the risks related to this Agreement. Superior shall provide Apache Junction with a current insurance certificate or other evidence of coverage as appropriate, Superior shall also deliver to Apache Junction upon execution of this Agreement a statement from its insurance company that Apache Junction, its mayor and city council, officers, agents, and employees are additional insured parties. This section shall survive the expiration or early termination of this Agreement.

4. Duration of Agreement/Termination. This Agreement shall be valid upon execution and shall continue for a term of one (1) year, but shall automatically renew for ten (10) years unless either Party terminates this Agreement for any reason upon sixty (60) calendar days' written notice to the other Party by overnight delivery service or first class certified mail, postage prepaid, addressed to the other Party as set forth in Section 9 of this Agreement.

5. Binding Effect. The obligations and rights created in this Agreement are binding upon and shall inure to the benefit of the Parties and their successors, assigns and legal representatives. Neither Party may assigns its rights under this Agreement without the prior written approval of the other Party. Such successor or assignee shall assume, in writing, all duties and obligations hereunder of the prior Party and shall further agree to be bound by and to fully perform the terms of this Agreement.

6. Entire Agreement. This Agreement and any attachments represent the entire agreement between Apache Junction and Superior and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Written and signed amendments shall automatically become part of the supporting documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

7. Severability. Apache Junction and Superior each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring Apache Junction to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or city code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively

**TOWN OF SUPERIOR, an incorporated
Arizona Town**

**By: _____
Mila Besich-Lira, Mayor**

ATTEST:

_____, Town Clerk

**CITY OF APACHE JUNCTION, ARIZONA,
an Arizona municipal corporation**

**By: _____
Jeff Serdy, Mayor**

ATTEST:

Kathleen Connelly, City Clerk

COUNSEL APPROVAL AS TO FORM:

I have read this Agreement and have determined such Agreement is in proper form and is entered into within the powers of and authority granted under the laws of the State of Arizona.

Stephen R. Cooper, Superior Town Attorney

Date

I have read this Agreement and have determined such Agreement is in proper form and is entered into within the powers of and authority granted under the laws of the State of Arizona.

Richard J. Stern, Apache Junction City Attorney

Date