

## **AGREEMENT**

This Agreement made and entered into on the 22<sup>nd</sup> day of April 2025, by and between the City of Scottsdale, an Arizona municipal corporation (“City”) and the City of Douglas, an Arizona municipal corporation (“City of Douglas”) for the purpose of donating/transferring, a 2016 BMW Motorcycle, designated by the City as Fleet shop number 16686 with vehicle identification number WB10A130XGZ196448, (“Vehicle”) to be used by the City of Douglas for law enforcement purposes. The parties may be collectively referred to herein as the “Parties”.

## **RECITALS**

WHEREAS, the City, through its Police Department, purchased the Vehicle using grant funding from the Arizona Governor’s office of Highway Safety (“GOHS”) pursuant to Grant Agreement 2017-405d-052, also referenced as City of Scottsdale Contract No. 2017-039-COS (the “Grant Agreement”).

WHEREAS, under the Grant Agreement, the City must consult with GOHS relating to the disposition of the purchased Vehicle, and GOHS has requested the vehicle be transferred to the City of Douglas.

WHEREAS, the City has identified that this Vehicle that can no longer be utilized by the Police Department or City for operational purposes.

WHEREAS, in conformance with the Scottsdale City Charter and the City’s operating department (Police Department) has determined that the City’s donation of such a vehicle to the City of Douglas serves a public purpose as described above and the benefits received by the City are substantially equal to the value of the vehicle and are in compliance with the original GOHS grant agreement.

WHEREAS, it has been determined and declared by the operating department (Police Department) pursuant to Scottsdale Revised Code Section 2-206(b) that the vehicle is excess/surplus property and that there is a limited fair market value for the property in the amount of \$6,000. Furthermore, in accordance with Scottsdale Procurement Code section 2-181, the City shall comply with all terms and conditions of any grant, gift or bequest accepted by the City Council.

WHEREAS, the Purchasing Director concurs with the operating department’s assessment that the property is surplus, that there is a limited fair market value for the property of \$6,000 as determined by the City’s Fleet Department.

WHEREAS, the Purchasing Director pursuant to Scottsdale Revised Code Section 2-206(a) authorizes that the vehicle be declared surplus property subject to disposition by the Director and be donated to the City of Douglas subject to the terms of this Agreement.

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

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

1. The above recitals are incorporated into this Agreement by this reference.
2. The City hereby conveys all right, title, ownership and interest in the following City vehicle “as is” to the Academy.
  - a. One (1) decommissioned Police Department vehicle, a 2016 BMW Motorcycle, Fleet shop number 16686, VIN WB10A130XGZ196448.
3. The vehicle is conveyed in “as is” condition meaning that the City makes no warranties or promises as to suitability or condition for use.
4. From the effective date of this agreement, the City of Douglas shall be solely responsible for all costs associated with the vehicle including insurance. The City of Douglas agrees to maintain appropriate insurance levels on the vehicle as required by Arizona law.
5. The City of Douglas agrees to release, indemnify, hold harmless and defend the City of Scottsdale, 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 vehicle.
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 Douglas, an Arizona Municipal Corporation :**

\_\_\_\_\_  
Kraig Fullen  
Chief of Police

\_\_\_\_\_  
Date

**On behalf of the City of Scottsdale, an Arizona Municipal Corporation :**

\_\_\_\_\_  
Joe LeDuc  
Chief of Police

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jenn Myers  
Purchasing Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved as to form:  
Luis Santaella  
Deputy City Attorney

\_\_\_\_\_  
Date