

INTERGOVERNMENTAL AGREEMENT FOR USE OF POLICE VEHICLES

This Intergovernmental Agreement for Use of Police Vehicles (Agreement) is entered into on _____, 2019 (Effective Date), by and between the City of Yuma, through the Yuma Police Department (City) and Arizona Western College (AWC).

WHEREAS, AWC, in cooperation with the City, conducts a police officer training academy as part of its curriculum (Academy); and,

WHEREAS, defensive driving classes and traffic-stop classes are part of the Academy curriculum; and,

WHEREAS, AWC is in need of additional police vehicles to utilize for training academy students in defensive driving and traffic stop classes; and,

WHEREAS, the City has police vehicles it can allow AWC to utilize for Academy training purposes.

NOW THEREFORE, in consideration of their mutual rights and obligations as set forth herein, the parties agree as follows:

1. The parties are authorized to enter into this Agreement pursuant to Arizona Revised Statutes (A.R.S.) § 11-951, et. seq., Article III, Section 13 of the Charter of the City of Yuma, and A.R.S. § 13-3872.

2. The City will provide two operational Police Vehicles for the purpose of conducting defensive driving and traffic stop training for Academy students only and for no other purpose.

3. The vehicles will be kept and stored at the City's Public Safety Training Facility (PSTF). The vehicles will be made available to the AWC Academy, as well as other agencies authorized to use the PSTF and participating in defensive driving and traffic stop training. The AWC Academy will have priority vehicle use over other agencies.

4. AWC will provide the cost for vehicle maintenance for each vehicle up to \$2,500.00 per year to keep the vehicles in appropriate operational condition, including the cost of fuel for the vehicles. If needed repairs or maintenance exceed \$2,500.00, the City, in consultation with AWC, will determine the disposition of the vehicle.

5. The other agencies will indemnify and reimburse AWC or the City for the costs of repairing any damage caused to the vehicles during the time the other agencies have possession of the vehicles. "Possession" begins upon receipt by the other agencies of the vehicles. Damage includes, but is not limited to, excessive wear and tear on the tires of the vehicles, normal wear and tear excepted, and damages to the vehicle body,

engine, transmission, or brakes. If a vehicle is damaged beyond repair, during use by any agency or during any agencies possession, the agency responsible for the damage shall replace the vehicle with a like sized and equipped vehicle acceptable to the City.

6. The City agrees to replace the two vehicles with newer vehicles every two years.

7. AWC must provide Commercial/Business Automobile Liability insurance with a combined single limit of \$1,000,000.00 for bodily injury and property damage of not less than \$1,000,000 for each occurrence on all vehicles loaned by the City.

8. AWC must also carry Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 General Aggregate Limit. The insurance policies herein must be primary, non-contributory, shall contain a waiver of rights of recovery (subrogation) against the City and coverage must extend for two years past the completion of the training. AWC must provide to the City a Certificate of Insurance evidencing coverage with the required endorsements with the City named as an additional insured on the policies. By requiring insurance, the City does not represent that the coverage and limits will be adequate to protect AWC. Proof of such insurance coverage shall be provided to the City Risk Coordinator through the City Attorney's Office at One City Plaza, Yuma, AZ 85364 before the effective date, upon request by the City, or any time such coverage or insurance carrier changes.

9. AWC agrees to indemnify, defend and hold the City harmless from and against all claims, losses, liabilities, acts or other expenses (including but not limited to reasonable attorneys fees)(collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including but not limited to claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of AWC or its students, officers, officials, agents, employees or volunteers. The insurance required above does not limit the scope of indemnity under this paragraph.

10. No Partnership. Nothing in the Agreement is intended or shall be construed to constitute a partnership or joint venture between the parties, and neither party shall be deemed the principal, agent, officer, or member of the other.

11. Duration of Agreement. This Agreement shall be for a term of five (5) years, starting on the Effective Date. The Agreement will be reviewed annually by AWC and the City to ensure the arrangement is beneficial to both entities. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

12. Conflict of Interest. This Agreement shall be subject to the Conflict of Interest provisions of A.R.S. § 38-511, as amended.

13. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

14. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter thereof. Any amendment or modification of this Agreement shall be made only by a written instrument executed by authorized representatives of the parties.

15. Severability. The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first written above.

CITY OF YUMA

ARIZONA WESTERN COLLEGE

John D. Simonton, City Administrator

By: _____

ATTESTED:

Lynda L. Bushong
City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF YUMA

ARIZONA WESTERN COLLEGE

Richard W. Files
City Attorney

Attorney/Legal Representative