

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF YUMA AND YUMA COUNTY AIRPORT AUTHORITY,  
PROVIDING FOR MAINTENANCE, INSPECTION, DIAGNOSTICS, REPAIR AND  
RELATED TECHNICAL SUPPORT FOR FIRE APPARATUS AND EMERGENCY  
RESPONSE EQUIPMENT**

This Intergovernmental Agreement (“Agreement”) is entered into by and between the City of Yuma, Arizona, an Arizona municipal corporation (“City”) and Yuma County Airport Authority, Inc., an Arizona non-profit corporation and a political body of the State of Arizona (“YCAA”). YCAA and the City are referred to collectively as the “Parties.”

**RECITALS**

**WHEREAS**, A.R.S. § 11-251 and A.R.S. § 11-951 *et seq.*, together with the City Charter authorize the Parties to enter into this Agreement; and,

**WHEREAS**, the City operates a public works fleet maintenance program with personnel, equipment, facilities, and the technical expertise necessary to perform inspection, preventative maintenance, diagnostics, and repair of specialized emergency response vehicles and related equipment; and,

**WHEREAS**, the YCAA, has an Intergovernmental Support Agreement (IGSA) to assist the United States Government, Yuma Proving Ground Fire Department (“YPG”), with maintaining aircraft rescue and firefighting apparatus, emergency response vehicles, and related fire equipment in support of aviation operations and public safety functions; and,

**WHEREAS**, the City and the YCAA seek to establish the terms under which the City may provide fleet maintenance services, technical support, and related repair services for fire apparatus and emergency response equipment utilized in support of YCAA’s contracted responsibilities at the Yuma Proving Ground,

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein, the Parties agree as follows:

**1. Purpose.** The purpose of this Agreement is to establish the terms under which the City shall provide maintenance, inspection, diagnostics, repair, and related technical support for fire apparatus and emergency response equipment for YPG through its IGSA with YCCA.

**2. Duration.** This Agreement shall become effective upon execution by both Parties. This Agreement shall remain in effect until such time as the City of Yuma enters into and executes its own direct Intergovernmental Support Agreement with the United States Government for fire fleet maintenance services at the Yuma Proving Ground, unless earlier terminated by mutual written agreement of the Parties.

Either Party may terminate this Agreement upon ninety (90) days written notice to the other Party.

**3. Scope of Services.** The City may provide the following services:

- scheduled preventative maintenance;
- annual inspections;
- diagnostics and troubleshooting;
- unscheduled maintenance and repair;
- coordination of specialty subcontractor repairs when necessary;
- maintenance documentation and service reporting.

Services shall be performed in accordance with applicable manufacturer recommendations, accepted industry practices, and applicable fire apparatus maintenance standards.

Nothing in this Agreement shall require the City to perform services beyond available staffing, facility capacity, or operational priorities. The City is not a party to the IGSA and is not bound by the terms of the IGSA.

#### **4. Billing, and Invoicing**

The City shall invoice the YCAA for services performed. Invoices may include labor, diagnostics, inspection time, subcontractor costs, consumables parts and materials.

Invoicing. The City may submit invoices monthly or upon completion of major repairs. Invoices shall include supporting documentation identifying work performed.

Payment. YCAA shall remit payment within **thirty (30) days** after receipt of a City invoice unless disputed in writing.

**5. Authorization of Repairs.** The City shall communicate repair findings and estimated costs to the YCAA. The YCAA shall designate authorized personnel for approval of repairs exceeding mutually agreed thresholds. Nothing in this Agreement shall obligate the City to perform work that has not been authorized.

**6. Records and Documentation.** The City shall maintain service records documenting maintenance performed. The City shall provide reasonable documentation necessary for the YCAA's administration of its federal IGSA.

**7. Rework and Additional Labor.** All mechanic labor performed by the City shall be billable, including but not limited to: diagnostics, troubleshooting, repair work, follow-up work, additional labor associated with previously identified deficiencies. No labor shall be presumed to be no-cost warranty work unless expressly agreed in writing by the Parties.

**8. Authorization.** The governing bodies of the City and the YCAA approved this Agreement and authorize and direct the undersigned to execute this Agreement.

**9. Conflict of Interest.** This Agreement is subject to the conflict-of-interest provisions of A.R.S. § 38-511, as amended, the provisions of which are incorporated herein.

**10. Termination.** This Agreement shall terminate upon the completion of an Agreement between the United States Government for the same services for YPG or upon written agreement between the Parties, whichever occurs first.

**11. Compliance with Law.** The YCAA and the City will comply with all Federal, State, and Local Laws and Ordinances applicable to its performance under this Agreement.

**12. Attorney Fees and Costs.** If an action or proceeding is brought for failure to observe any of the terms or provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs as determined by the court.

**13. Severability.** If any provision of this Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Agreement, which shall continue to be enforceable.

**14. Integration.** This Agreement contains the entire agreement between the Parties, and no oral or written statements, promises, or inducements made by the City or the YCAA, or either of their agents which is not contained or specifically referred to in this Agreement is valid or binding. All modifications to this Agreement must be in writing, signed and executed by the Parties.

**15. No Partnership.** Nothing in this Agreement constitutes a partnership or joint venture between the Parties, and neither the City nor the YCAA is the principal or agent of the other.

**16. Hold Harmless/Indemnification Clause.** Each party (as “indemnitor”) agrees to indemnify, defend and hold harmless the other party (as “indemnatee”) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney’s fees) (collectively referred to as “claims”) arising out of the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers-

**17. Notices.** All notices or demands upon the City or the YCAA to this Agreement shall be in writing and all shall be delivered in person or sent by certified mail addressed as follows:

City of Yuma  
Public Works Director

155 W. 14<sup>th</sup> Street  
Yuma, Arizona 85364

Yuma County Airport Authority, Inc.  
Airport Director

2191 E. 32<sup>nd</sup> Street, STE 218  
Yuma, Arizona 85365

**18. Employment Eligibility.** The City and the YCAA warrant and shall require all subcontractors to warrant compliance with all federal immigration laws, regulations that relate to employees, and A.R.S. § 23-214 relating to the verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and subject to termination of this Agreement. The Parties retain the legal right to inspect the-documents of any Party to ensure that the other Party or its subcontractors are complying with the warranty.

**19. Third-Party Beneficiaries.** The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency, or organization.

Nothing expressed in this Agreement shall impose any standard of care different from the standard of care imposed by law.

**20. Assignment.** This Agreement is not assignable without the mutual written consent of both Parties.

**21. Applicable Law; Venue.** Any action to enforce any provision of this Agreement or to obtain any remedy with respect to this Agreement shall be brought exclusively in the Superior Court, Yuma County, Arizona (or, as may be appropriate, in the United States District Court for the District of Arizona, if, and only if, the Superior Court lacks or refuses jurisdiction over such action and the United States District Court for the District of Arizona accepts venue at the John M. Roll United States Courthouse). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove such action.

**22. Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but which shall constitute one and the same instrument.

**23. Insurance.** Each Party acknowledges and agrees that the other Party is self-insured or maintains adequate insurance under a self-insured retention.

IN WITNESS WHEREOF, this Agreement has been executed on the dates and year below.

DATE: \_\_\_\_\_, 2026

DATE: \_\_\_\_\_, 2026

**CITY OF YUMA**

**YUMA COUNTY AIRPORT  
AUTHORITY, INC.**

\_\_\_\_\_  
John D. Simonton  
Acting City Administrator

\_\_\_\_\_  
Gladys Brown, CM, CAE  
Airport Director

ATTEST:

ATTEST:

\_\_\_\_\_  
Janet L. Pierson  
City Clerk

\_\_\_\_\_  
Andrea Lopez  
Executive Assistant

Pursuant to A.R.S. § 11-952, the foregoing Agreement has been submitted to the undersigned City Attorney for the City of Yuma, Arizona. The undersigned has determined this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona and City Charter to the City of Yuma.

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Richard W. Files, City Attorney

Pursuant to A.R.S. § 11-952, the foregoing Agreement has been submitted to the undersigned County Attorney for Yuma County, Arizona. The undersigned has determined this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Yuma County.

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Kesia Morrison, Deputy County Attorney, Civil Division