

## **INTERGOVERNMENTAL EQUIPMENT LOAN AGREEMENT BETWEEN THE CITY OF MESA AND THE RIO VERDE FIRE DISTRICT**

This Intergovernmental Equipment Loan Agreement (“Agreement”) is by and between the City of Mesa (the “City”), and Arizona municipal corporation, and the Rio Verde Fire District (“Rio Verde”), a political subdivision of the state of Arizona, collectively referred to herein as the “Parties” or individually as a “Party” depending on the context. This Agreement is made on behalf of the Parties’ respective Fire Departments.

### **1.0 Purpose and authority.**

1.1 The City owns two portable USDD-G2 encoding systems that operate to alert fire stations of incoming dispatch calls. The portable systems are intended to serve as backup systems in the event of an outage affecting the permanently installed system or for other uses identified by the Mesa Fire and Medical Department (“MFMD”).

1.2 Rio Verde needs a portable G2 encoding system for temporary use at its Fire Station 442 to enable it to expand service to 24 hours a day, and it desires to lease one of the City’s portable systems.

1.4 The City desires to assist Rio Verde by leasing one of its available portable systems to Rio Verde for use at its Fire Station 442.

1.5 The Parties are authorized to enter into this Agreement pursuant to Arizona Revised Statutes sections 11-951, et seq., and other provisions of their respective charters and codes.

### **2.0 Terms of lease.**

2.1 City will provide a portable G2 encoding system (the “System”) to Rio Verde for use at Rio Verde’s temporary fire station 442.

2.2 The System will be on loan from the Effective Date through expiration or termination of this Agreement.

2.3 Rio Verde will pay City in the amount of five-hundred dollars (\$500.00) per month for use of the System. The MFMD Technical Services Department will bill Rio Verde monthly.

2.4 Rio Verde agrees that it will be solely responsible for repairs to the System, or replacement cost, at the City’s sole discretion, if the unit is damaged or rendered inoperable while in Rio Verde’s possession.

2.5 Rio Verde accepts the System in “as is” condition. The City makes no warranties of any kind, express or implied, with respect to the System, including but not limited to, any

warranties or representations as to fitness for a particular purpose, physical condition, or operating condition.

### 3.0 Effective date; term; termination.

3.1 This Agreement is effective on and as of April 21, 2021 and shall expire on April 20, 2022 (the “Term”), unless terminated sooner in accordance with this section of the Agreement.

3.2 Either Party may terminate this Agreement for any or no reason by providing the other Party with written notice of its intent to terminate at least thirty (30) days prior to such termination.

3.3 Upon expiration or termination of this Agreement, Rio Verde shall return the System to the City in substantially the same condition as when received by Rio Verde.

### 4.0 Indemnification and Insurance.

4.1 To the fullest extent permitted by law, Rio Verde will defend, indemnify, and hold harmless the City of Mesa, its agents, officers, employees, elected and appointed officials, and volunteers, from and against any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys’, witnesses’ and expert witnesses’ fees, and expenses incident thereto imposed upon or asserted against the City by any third party, relating to, arising out of or resulting from this Agreement.

4.2 Rio Verde shall purchase and maintain during the Term insurance in the amounts specified in Exhibit A to this Agreement—Minimum Insurance Coverage, which is attached hereto and incorporated by this reference, from companies duly licensed or otherwise approved by the State of Arizona, and with forms reasonably satisfactory to the City. The insurance coverage, with the exception of workers’ compensation, shall name the City, its agents, officers, employees, elected and appointed officials, and volunteers as additional insured, and shall specify that such coverage shall be primary, and that any insurance coverage carried by the City shall be excess coverage, and not contributory coverage to that provided by Rio Verde. The insurance requirements under this section may be satisfied by a self-insurance program.

### 5.0 Contract Administrators.

The contract administrators for the City of Mesa will be the MFMD Deputy Chief over Technical Services, or his/her designee or successor. The contract administrator for Rio Verde will be the Fire Chief, or his/her designee or successor. The Contract Administrators shall be responsible for the day-to-day administration of the Agreement for their respective parties.

### 6.0 Miscellaneous.

6.1 This Agreement contains the entire understanding of the Parties. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the Parties.

6.2 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

6.3 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 on the Parties.

6.4 The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court. In the event of any litigation arising out of this Agreement, the substantially prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees, expert witness fees and other costs of litigation.

6.5 The Parties acknowledge that this Agreement is subject to the cancellation provisions of A.R.S. section 38-511, as amended.

6.6 To the extent applicable under the provisions of A.R.S. section 41-4401, both Parties warrant to the other that each Party will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. section 23-214(A).

## 7.0 Notices.

All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed or delivered to the respective Party as follows:

If to the City:

Brian Yox  
Deputy Fire Chief  
708 W. Baseline Road, Bldg. 1  
Mesa, AZ 85210

If to Rio Verde:

Jay Ducote  
Fire Chief  
18934 Avenida Del Ray  
Rio Verde, AZ 85263

In witness whereof, the Parties have executed this Agreement on \_\_\_\_\_,  
2021.

City of Mesa, an Arizona Municipal Corporation

By \_\_\_\_\_  
Christopher J. Brady  
City Manager

ATTEST:

\_\_\_\_\_  
DeeAnn Mickelsen  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jacqueline Ganier  
Assistant City Attorney III

Rio Verde Fire District

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

## **EXHIBIT A**

### **MINIMUM INSURANCE COVERAGE**

Commercial General Liability insurance with coverage limits of not less than three million dollars (\$3,000,000) for each occurrence and a five million (\$5,000,000) annual aggregate limit. The policy shall include coverage for bodily injury, property damage, personal injury, products, and blanket contractual coverage, but not be limited to the liability assumed under the indemnification provisions of the Agreement. If the policy is written on a “claims made” basis, coverage shall extend for two years past expiration or termination of the Agreement, as evidenced by annual Certificates of Insurance and endorsements, if applicable. The general liability policy shall contain a “severability of interests” provision (a.k.a. “cross liability” and “separation of insured”) and shall not contain a sunset provision or commutation clause, or any provision which would act to eliminate third-party action over claims.