

	<p>PROPERTY EXCHANGE AGREEMENT BETWEEN THE CITY OF GOODYEAR AND CITY OF GLENDALE CON - _____</p>	<p>OFFICE OF PROCUREMENT 190 North Litchfield Road P.O. Box 5100 Goodyear, Arizona 85338 Phone: 623-882-7879 Fax: 623-882-7890</p>
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This Donation Agreement (“Agreement”) is made on this 16th day of December, 2013, by and between the City of Goodyear, an Arizona municipal corporation, (“Goodyear”), and the City of Glendale, an Arizona municipal corporation (“Glendale”). Goodyear and Glendale are referred to herein individually as a “City” and collectively as the “Cities.”

RECITALS

WHEREAS, Goodyear is currently in possession of and lawfully owns 17 cases of new Speer .45 caliber 230 grain TMJ ammunition (“Ammunition”), which are more fully identified in **Exhibit A**, which is incorporated herein by reference;

WHEREAS, Glendale is currently in possession of and lawfully owns 17 Tasers Model X26 (“Tasers”), which are more fully identified in **Exhibit A**, which is incorporated herein by reference;

WHEREAS, Goodyear has a need for the Tasers and Glendale has a need for the Ammunition, collectively referred to as “Equipment”;

WHEREAS, the Cities desire to enter into this Agreement for the exchange of the 17 Tasers for the 17 cases of ammunition;

WHEREAS, each City has determined that the Equipment in its possession is surplus to that City’s needs and cannot be sold in accordance with City Surplus Property Disposition code/regulations;

WHEREAS, Goodyear has authority to transfer and dispose of the Equipment, as provided in the Goodyear City Code Section 3-4-5 (C) and Goodyear Procurement Regulations Section 3-6-3.03(D);

WHEREAS, Glendale has authority to transfer and dispose of the Equipment, as provided in Glendale Code § 2-171, *et seq.*; and

WHEREAS, entering into this Agreement is in the best interest of the Cities.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Cities agree as follows:

1. Goodyear will give Glendale Ammunition and in exchange Glendale will give Goodyear the Tasers, as identified in Exhibit A, subject to all terms and conditions contained herein.

2. Each City agrees and acknowledges that each City is transferring ownership of the Equipment to the other in an "as is" expired condition, with all faults, and without any warranties of any kind, including without limitation, any implied warranties or warranties of merchantability or fitness for a particular purpose and without any warranty of any kind as to the current or future use/condition of the Equipment.
3. Each City agrees to accept receipt of the Equipment from the other City in the "as is" condition with all faults, and without any warranties of any kind, including without limitation, any implied warranties or warranties of merchantability or fitness for a particular purpose and without any warranty of any kind as to the current or future use/condition of the Equipment.
4. Each City agrees and acknowledges that the Equipment may only be used for lawful law enforcement purposes.
5. In consideration for the donation of the Equipment, each City agrees to assume all risk in connection with the ownership, possession, custody, control, use, maintenance and/or transfer and subsequent use of the Equipment, and releases the other City, its officers, agents, council and employees from any and all liability for any harm, injury, damage or liability related to, arising out of or in connection with the ownership, possession, use, maintenance and/or transfer and subsequent use of the Equipment, whether caused by negligence or otherwise.
6. Each City further agrees to indemnify, defend, and hold harmless the other City, its officers, agents, council and employees, for and from any and all claims of any kind or any nature, including but not limited to any claims brought by any third party, its own employees, agents, representatives and contractors, for any damage or injury to any thing, person or property proximately caused or in any way related to the ownership, possession, custody, control, use, maintenance, transfer and subsequent use of the Equipment.
7. The Cities agree and acknowledge that the transfer and receipt of the donated Equipment does not violate any applicable law and that all necessary approvals by the Parties have been obtained.
8. This Agreement is subject to cancellation pursuant to A.R.S. Section 38-511.
9. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without regard to choice of law or conflicts of laws principles thereof. Any action arising out of this Contract shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa.
10. If any provision in this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
11. This document sets forth the full and complete Agreement between the Parties regarding this matter. The signatures below constitute consent to the Agreement and transfer of ownership of the Equipment.

NOW THEREFORE, the Parties intending to be bound have caused this Agreement to be executed by their duly authorized representatives, who represent and warrant that they are so authorized.

CITY OF GLENDALE

By: 

Its: 12/16/13

CITY OF GOODYEAR

By: _____

Its: Procurement Manager

ATTEST

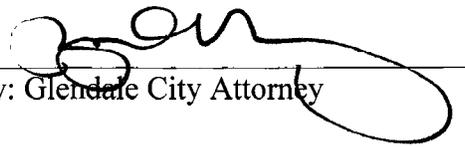


By: Pam Hanna, City Clerk

ATTEST

By: Maureen Scott, City Clerk

APPROVED AS TO FORM


By: Glendale City Attorney

APPROVED AS TO FORM

By: Goodyear City Attorney

EXHIBIT A

EQUIPMENT

CON – _____

Goodyear

17 cases of new Speer .45 caliber 230 grain TMJ ammunition

Glendale

X00-539539	2010
X00-539573	2010
X00-539774	2010
X00-551611	2010
X00-551648	2010
X00-551661	2010
X00-551655	2010
X00-552720	2010
X00-553551	2010
X00-553599	2010
X00-639166	2011
X00-642591	2011
X00-642597	2011
X00-642602	2011
X00-642606	2011
X00-649055	2011
X00-652437	2011

17 Tasers Model X26