



# CITY CLERK ORIGINAL

City of Peoria

**COMMUNITY SERVICES  
DEPARTMENT**

9875 North 85th Avenue  
Peoria, Arizona 85345  
T 623.773.7137  
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## Agreement for Vehicle Lease Between City of Peoria and City of Glendale

THIS AGREEMENT for vehicle lease is entered into this 30<sup>th</sup> day of January, 2015 by and between the **City of Peoria**, an Arizona municipal corporation ("**Peoria**") and **City of Glendale**, an Arizona municipal corporation ("**Glendale**").

### RECITALS

1. Peoria, through its Community Services Department, offers recreation programs and events to the citizens of Peoria and surrounding communities;
2. Peoria, through its Community Services Department, has passenger vans that are used to transport participants in recreation programs;
3. Glendale, through its Communications Department, offers recreation programs and events to the citizens of Glendale and surrounding communities;
4. Glendale, through its Communications Department, offers the Chocolate Festival and has a need to transport event attendees.
5. Consistent with the spirit of cooperation between Peoria and Glendale, both entities desire to enter into this Agreement concerning vans for transportation.

### AGREEMENT

- A. **COMMENCEMENT DATE** – Commencement of this Agreement is confined to activities and related actions scheduled to begin on January 30-31, 2015.
- B. **TERM OF AGREEMENT** – This Agreement runs through the duration of the event – January 30-31, 2015.
- C. **CITY OF GLENDALE RESPONSIBILITIES:**
  1. The four City of Peoria vans are located at the Peoria Community Center, 8335 W. Jefferson St., Peoria. The keys can be picked up at the customer service desk.
  2. On January 30 the vans can be picked up at the following times:
    - 1 – 12 passenger van and 1 – 15 passenger van after 2pm
    - 1 – 12 passenger van and 1 – 15 passenger van after 6pm
  3. On January 31, the vans can be used all day.
  4. Vans need to be returned to the same location at the Peoria Community Center on Monday, February 2 between 7:45am – 8:15am.
  5. Glendale will use the vans only for the purpose of transporting attendees to and from the Chocolate Festival.

6. Glendale shall be responsible for hiring and paying the van drivers. Drivers must be trained to use 15 passenger vans.
7. Glendale shall be solely responsible for all repairs and maintenance while the vans are in its possession. It is fully expected that the vans will be returned to Peoria in the same or better condition.
8. Glendale will be responsible for fuel while the vans are in its possession and each van will be returned with a full tank of gas.
9. Glendale will return the vans clean – interior and exterior.
10. Glendale shall be solely responsible for all background checks and determining the van drivers' suitability.
11. Glendale shall be liable and shall indemnify and hold Peoria harmless for all damages and injuries caused by a driver that is employed by Glendale. Glendale shall be in first position under State law for any liability claims resulting from Glendale's use of the vans.
12. Glendale will insure Peoria vehicles to the same level as Glendale fleet vehicles.
13. Should an accident occur that causes the van(s) to be inoperable for Peoria's programs, Glendale will supply a leased van of the same size until Peoria's van is fixed by Glendale.
14. Glendale will provide a certificate of insurance to Peoria prior to the event listing the City of Peoria as additionally insured.

**D. CITY OF PEORIA RESPONSIBILITIES:**

1. City will provide 4 vans; two – 12 passenger and two – 15 passenger vans at the times indicated above. All vans will be ready to use.
2. Peoria will not charge Glendale for rent on the vans.

**E. INSURANCE AND INDEMNIFICATION**

1. Each Party shall secure and maintain during the term of this Agreement statutory worker's compensation and employer's liability insurance, commercial general liability and automobile liability insurance, including contractual liability, with limits of at least \$1,000,000. Each Party shall retain the option of discharging this obligation by means of funded self-insurance. Should coverage be provided on a claims-made basis, the reporting period for claims shall be written so that it can be extended for two years. Contractors retained to provide work or service required by the Agreement will maintain Professional Liability Insurance covering acts, errors, mistakes, and omissions arising out of the work or service performed by the Contractor or any person employed by the Contractor, with limits of no less than \$1,000,000 per claim.
2. Glendale shall indemnify, provide a defense, and hold Peoria, including its officers, employees and volunteers, harmless, to the extent permitted by law, from and against any and all claims, demands, suits, actions, proceedings and expenses of any kind or nature, for damages to property or injuries to or death of any person or persons, including employees or agents of Peoria, and including, but not by way of limitation, worker's compensation claims, resulting from or arising out of the negligent or wrongful acts, errors or omissions of Glendale, its employees or subcontractors.

**F. TERMS OF PAYMENT:**

Glendale shall have no expenses or charges not expressly authorized in writing by Peoria in this Agreement.

**G. CONTACTS:**

CITY OF PEORIA

City of Glendale

**CONTACT:** Brenda Rehnke  
Recreation Manager

Dory Ludwig  
Special Events Program Manager

**ADDRESS:** City of Peoria  
9875 N. 85<sup>th</sup> Ave.  
Peoria, AZ 85345

City of Glendale  
5850 W. Glendale Ave.  
Glendale, AZ 85301

**PHONE:** (623) 773-7131

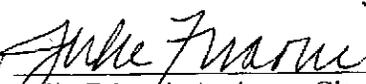
(623) 930-2961

**IN WITNESS WHEREOF**, the Parties have executed this Agreement the day and year first above written.

**CITY OF PEORIA**

**City of Glendale**

By   
Carl Swenson, City Manager

By   
Julie Frisoni, Assistant City Manager

ATTEST:

ATTEST:

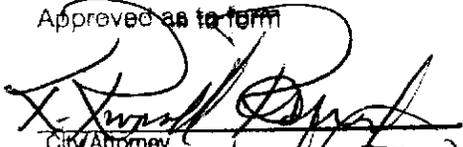
for   
Rhonda Geriminsky  
City Clerk



By   
Pamela Hanna  
City Clerk

APPROVED AS TO FORM:

By   
Stephen M. Kemp  
City Attorney

Approved as to form  
  
City Attorney  
