

**CITY CLERK
ORIGINAL**

**C-10686
02/29/2016
DACA27-9-16-133**

**DEPARTMENT OF THE ARMY
LOUISVILLE DISTRICT CORPS OF ENGINEERS
P.O. BOX 59
LOUISVILLE, KENTUCKY 40201-0059
ACCESS AGREEMENT
FOR TRAINING OPERATIONS**

FOR AN IN CONSIDERATION of the desire to assist the United States of America in its military efforts, the undersigned, hereinafter called "**Owner**", grants to the United States of America, hereinafter called "**Government**", access to conduct military training operations on the property owned by **Glendale Regional Public Safety Training Center**, located at **11550 West Glendale Avenue, Glendale, AZ, 85307**, as described in the attached Exhibit "A".

1. The Owner grants to the Government the right to enter upon the land described above for the period beginning 1-Mar-16 and ending 1-Mar-21 in order that the 160th Special Operations Aviation Regiment (SOAR), Fort Campbell, Kentucky may conduct training operations at this location.

2. If any action of the Government's employees or agents in the exercise of this Access Agreement results in damage to the real property, the Government will, at its discretion, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. The Government's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet any deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any damages other than those provided for herein.

3. The Owner shall not be responsible or liable for injuries to persons or damage to property when such injuries or damages are caused by or result from the Government's use of the premises under the terms of this agreement and are not due to negligence of the Owner.

4. It is understood that the Owner does not grant the right to use timber or any other products of the land and does not grant the right to enter with or use tanks or live ammunition on the land.

5. Training will be limited to **Urban MH-60 helicopter infill and exfill training, to include fast rope approach and airland**. Any other type of training will be coordinated with the Owner on a case by case basis.

6. Prior to any such entry, use or occupancy, the Government shall notify the Owner at least 14 days prior to any use. Direct notification by the USASOC, 160th Special Operations Aviation Regiment (Airborne), Fort Campbell, Kentucky (POC) is authorized.

7. Property of the Government placed upon the land will be removed within a reasonable time after each use.

8. The Owner agrees to notify the District Engineer, U.S. Army Corps of Engineers, Real Estate Division, P.O. Box 59, Louisville, KY 40201-0059, as soon as possible if any damages or losses result from the training operations conducted under this agreement.

9. The Owner or the Government may cancel this agreement at any time by giving at least 14 days' notice in writing to the other party.

10. Any notice of modification of the terms of this license shall be in writing signed by a duly authorized representative of the party given such notice.

If to Owner: **Glendale Regional Public Safety Training Center, Attn: LT John Wolfe, 11550 West Glendale Avenue, Glendale, AZ, 85307, jwolfe@glendale.com, (623) 772-7173.**

If to the Government: (USASOC, ATTN: 160TH Special Operations Aviation Regiment (Airborne), Bldg 7277 Night Stalker Way, Fort Campbell, KY 42223

AND

District Engineer, U.S. Army Corps of Engineers, ATTN: Real Estate Division (RM 137) P.O. Box 59, Louisville, Kentucky 40202-0059

WITNESS MY HAND AND SEAL this _____ day of _____ 20__.

UNITED STATES OF AMERICA

Veronica Hiriams
Chief, Real Estate Division

THIS AGREEMENT is also executed by the Owner this 29 day of February 2016.

PROPERTY OWNER

By: Kevin B. Phelps
(Print Name)

By: Kevin B. Phelps
(Signature)

Title: City Manager

Approved as to form

[Signature]
City Attorney
is noted on green sheet

9. The Owner or the Government may cancel this agreement at any time by giving at least 14 days' notice in writing to the other party.

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If to Owner: Glendale Regional Public Safety Training Center, Attn: LT John Wolfe, 11550 West Glendale Avenue, Glendale, AZ, 85307, jwolfe@glendale.com, (623) 772-7173.

If to the Government: (USASOC, ATTN: 160TH Special Operations Aviation Regiment (Airborne), Bldg 7277 Night Stalker Way, Fort Campbell, KY 42223

AND

District Engineer, U.S. Army Corps of Engineers, ATTN: Real Estate Division (RM 137) P.O. Box 59, Louisville, Kentucky 40202-0059

WITNESS MY HAND AND SEAL this 1st day of March 2016

UNITED STATES OF AMERICA

Jackie Preston

Jackie Preston
Chief, Military Branch

THIS AGREEMENT is also executed by the Owner this 29 day of February 2016.

PROPERTY OWNER

By: Kevin R. Phelps
(Print Name)

By: Kevin R. Phelps
(Signature)

Title: City Manager

Approved as to form

[Signature]
City Attorney



CERTIFICATE OF AUTHORITY

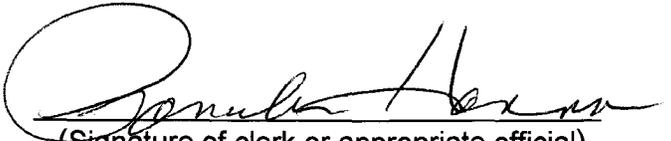
I, PAMELA HANNA certify that I am the CITY CLERK
(Name of clerk or appropriate official) (Title)

of the CITY OF GLENDALE that KEVIN PHELPS,
(Name of Organization) (Name of Officer Signing Agreement)

who signed the foregoing instrument on behalf of the grantee, was then

CITY MANAGER of CITY OF GLENDALE
(Office Held) (Name of Organization)

I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the corporation in executing said instrument.


(Signature of clerk or appropriate official)

02/29/16
(Date)