

ORIGINAL

C-11304  
10/27/2016

**CITY OF GLENDALE  
GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER  
Facilities Use Agreement**

This Facilities Use Agreement ("Agreement") is entered into between the City of Glendale, an Arizona municipal corporation ("CITY") and the United States Department of Homeland Security (DHS), a(n) *Department of the United States Federal Government* ("USER"), and collectively "Parties," is effective only for the date, location and type of use listed below.

1. **PURPOSE/EVENT.** USER has a nonexclusive right to occupy and use the Glendale Regional Public Safety Training Center ("Center") for the following purpose and no other: **Improvised Explosive Device Awareness / Bomb Threat Management Workshop.**

2. **REQUESTED USE AND FEES.** CITY grants to USER the right to use the Center and any authorized surrounding parking lots or staging areas located in the vicinity of the Center for and in consideration of the rents and costs listed below:

- a) **Date(s):** November 1, 2016 from 7:00 AM - 1:00 PM
- b) **Room(s):** 222 - Classroom
- c) **Equipment:** None requested
- d) **Rent:** Fees are being waived. This is a public safety training hosted by Glendale Police Department with other Arizona law enforcement agencies invited to attend
- e) **Costs:** \$0.00
- f) **Total Due:** \$0.00
- g) **Deposit:** \$0.00
- h) **Balance:** \$0.00

3. **RESERVATION.** Return of this Agreement properly signed along with a deposit of 50% of the total due listed above and proof of insurance as required under paragraph 17 below, constitutes a reservation for the planned date(s) of use. Payment in full of the balance is due before use begins. All payment instruments should be made payable to the City of Glendale. The CITY reserves the right to require further assurances of the method of payment.

4. **CANCELLATION OF RESERVATION.** Upon cancellation of the reservation by the USER with notice to the CITY of 14 or more calendar days prior to the planned use, USER will receive a full refund of any deposit, rent or other costs paid to the CITY. Upon cancellation of the reservation by the USER with less than 14 calendar days notice, CITY retains the deposit but the USER will be refunded any monies over and above the deposit amount. Upon cancellation of the reservation by the CITY, the USER will receive a full refund of any monies paid to the CITY in connection with the reservation. USER understands that CITY assumes no liability for cancellation of a reservation but that CITY will engage in reasonable efforts with the USER to secure a new reservation.

5. **TERMINATION BY CITY.** The CITY may terminate this Agreement at its convenience after commencement of use. If the CITY terminates this Agreement, it will prorate USER's rent. If the CITY terminates this Agreement, USER agrees to forego any and all claims for damages against CITY and further agrees to waive any and all rights which might arise by reason of the terms of this use and USER shall have no recourse of any kind against CITY.

6. **USE INTERRUPTION.** CITY retains the right to cause the interruption of any activity in the interests of public safety, and to likewise cause the termination of USER's activities, when in the sole judgment of CITY, the acts are necessary in the interest of public safety. If the interruption is due to an evacuation order, USER may re-enter the Center after release from the order for sufficient time to complete the planned use without additional rental charge so long as the time does not interfere with other CITY uses. If it is not possible to complete the planned use, rental and costs shall be forfeited, prorated, or adjusted, based upon the situation, at the discretion of the CITY. USER waives any claim for damages or compensation from the CITY for use interruption.

7. **ARRANGEMENTS AND DETAILS.** Center coordination details should be finalized at least ten calendar days prior to the starting day of the use with Chuck Montgomery, GRPSTC Director, at 623-772-7108. If coordination is not conducted or is insufficient, then CITY may determine USER facility needs based upon available information. Changes requested within ten days of the starting date of use are subject to additional costs.

8. **SERVICES INCLUDED.** All Center integrated equipment, chairs, tables, general house lighting, heating, air conditioning, restrooms and custodial service is included within this Agreement.

9. **ADDITIONAL SERVICES, STAFF AND EQUIPMENT.** Other services, staff and equipment, in addition to that arranged above, may be available at additional cost. Additional services, staff and equipment must be coordinated with the CITY's point of contact listed in paragraph 7 above.

10. **DAMAGE TO FACILITIES AND EQUIPMENT.** USER is responsible for damage to Center facilities and equipment as well as any damage caused by USER's guests, agents or contractors. USER shall take all precautions to maintain the Center in good repair and restore and return the Center back to the CITY upon termination of this Agreement in as good condition as it was provided to USER, ordinary wear excepted. If USER does not maintain the Center as required by this Agreement, the CITY may do all things necessary to restore the Center to the prior condition with all costs being charged to the USER.

11. **ATTACHMENTS.** No pins, staples, nails or similar fasteners nor adhesive tapes may be applied to any surface unless approved in advance by the CITY.

12. **PUBLIC SAFETY.** USER agrees that at all times it will conduct its authorized activities with full regard to public safety and will observe and abide by all applicable municipal, state and federal laws and regulations as well as requests by CITY and duly authorized governmental agencies responsible for public safety. CITY also reserves the right to eject or cause to be ejected from the Center any person engaging in objectionable conduct, including, but not limited to: disruption of other Center operations; exposing property or persons to risk of damage or injury; unreasonable noise; or any illegal conduct. Neither the CITY, nor any of its officers, agents or employees is liable to USER for any damages or injuries sustained by USER through CITY's exercise of its right to eject.

13. **PROPERTY LIABILITY.** CITY assumes no responsibility whatsoever for any property placed by USER in the Center. USER expressly releases and discharges CITY from any and all liabilities for any loss, injury or damages to property which may or do arise out of or be related to the use of the Center under this Agreement. Any additional security or other protective service desired by USER must be arranged for by special agreement with the CITY and USER is responsible for all costs connected with any additional services.

14. **COMPETENCY OF PERSONNEL.** USER certifies that all employees, agents or others assisting or performing on behalf of USER in the Center are knowledgeable in the use and operation of the Center equipment and facilities authorized under this Agreement.

15. **PROPERTY LEFT BEHIND.** The CITY assumes no responsibility for personal items, equipment or other items that remain in the Center after the expiration of this Agreement. Items left will be maintained for a period of 14 calendar days. If not claimed within 14 days, the items are subject to disposal at the CITY'S discretion. The CITY reserves the right to charge storage for items left in the Center.

16. **ACCESS.** The CITY reserves the right to control and manage the Center and to enforce all necessary and proper rules for its management and operation. Authorized CITY employees will have free access at all times to all spaces occupied by USER.

17. **INSURANCE.** ~~Comprehensive Liability Insurance is required for use of the Center. USER's insurance coverage must be primary insurance and non-contributory with respect to all other available sources. Insurance certificates must meet the following conditions: a) provide at least \$1 million combined single limit per occurrence of Comprehensive Liability Insurance from an insurance company with a Standard & Poor's rating of at least "BB"; b) if an Aggregate Policy, the combined limit must be at least \$2 million; c) name the City of Glendale as additional insured by endorsement; and d) specify the dates inclusive of the use requested.~~

~~See attached exhibits regarding liability to Port Claims against the Federal Government.~~

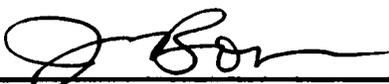
18. **INDEMNIFICATION.** USER shall indemnify, defend and hold harmless the CITY and its officers, agents, contractors, volunteers, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses including court costs, attorneys' fees, and costs of claim processing, investigation and litigation (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss of or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of USER or any of its owners, officers, directors, agents, employees, invitees or contractors, arising out of or related to USER's occupancy and use of the Center. It is the specific intention of the Parties that the CITY shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the CITY, be indemnified by USER from and against any and all claims. It is agreed that USER will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration for the use and occupancy of the Center, USER agrees to waive all rights of subrogation against the CITY and its officers, officials, agents and employees for losses arising from the use, occupancy or condition of the Center unless the rights arise due to the negligent or willful acts or omissions of the CITY.
19. **ASSIGNMENT.** USER may not assign or transfer the authorized use under this Agreement without the written consent of the CITY.
20. **COOPERATION.** USER and CITY mutually agree to provide reasonable notice and opportunity to address or cure the performance of the terms or issues related to the use authorized under this Agreement. USER acknowledges that certain situations involving safety of personnel and waste or risk of damage to the Center may provide little or no opportunity for notice or cure before CITY action.
21. **SCHEDULING OF OTHER EVENTS.** CITY may schedule and contract with other parties for uses that are adjacent to, in close proximity of or similar in nature to the use authorized under this Agreement so long as the other uses do not unreasonably affect the use authorized under this Agreement. The CITY may schedule and contract for these events during USER's planned use without notice to USER, unless otherwise specified in writing by the CITY.
22. **JURISDICTION.** The laws of the State of Arizona shall govern this Agreement.
23. **NOTICES.** Any notice permitted or required under this Agreement must be delivered personally or by United States Postal Service, certified mail with return receipt requested to the addresses as shown below. Notice is considered received upon date of delivery.
24. **CONFLICTS.** This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.
25. **PROHIBITIONS.** USER certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.
26. **ENTIRE AGREEMENT.** The Parties agree that all agreements are fully set forth above and that no oral statement or representations of any kind have been made upon which either party may rely. This provision does not limit the CITY from imposing any reasonable additional rules or regulations that may be necessary for the implementation of this Agreement or that would be in the best interests of the operation of the Center.
27. **AUTHORITY.** The individual signing below on behalf of USER certifies that the individual is authorized to enter this Agreement and to bind USER to all of its terms and conditions.
- The Parties have caused this Agreement to be executed as shown on the following page.**

**CITY:** CITY OF GLENDALE  
Glendale Regional Public Safety  
Training Center  
11550 West Glendale Avenue  
Glendale, Arizona 85307  
Attn: Center Director

**USER:** U.S. Department of Homeland Security  
National Protection and Programs  
Directorate, Office of Infrastructure  
Protection, Protective Security  
Coordination Division, Field Operations  
Branch  
Frank Galvillo  
Chief, Protective Security  
501 I St., STE 12-100  
Sacramento, CA 95814

**Signature:**   
**Date:** 10/27/16

**Signature:**   
**Date:** 19 September 2016

**ATTEST:**  
  
~~Pamela Hanna, City Clerk~~ (SEAL)  
Julie K. Bower

**APPROVED AS TO FORM:**  
  
Michael D. Bailey, City Attorney

## **Eismann, Mary**

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**From:** Wolfe, John  
**Sent:** Tuesday, September 20, 2016 11:24 AM  
**To:** Lungren, Jo  
**Subject:** FW: Facility Use Agreement for EOD IED Training on 11-1-16  
**Attachments:** Facility Use Agreement - EOD IED Training 11.01.16 CPS Signed.pdf

For review.

**From:** Calvillo, Frank [<mailto:frank.calvillo@HQ.DHS.GOV>]  
**Sent:** Monday, September 19, 2016 10:16 PM  
**To:** Tippet, William; Wolfe, John; Will Tippet ([AZInfraGardPrograms@gmail.com](mailto:AZInfraGardPrograms@gmail.com))  
**Cc:** Figueroa, Christine B  
**Subject:** RE: Facility Use Agreement for EOD IED Training on 11-1-16

All,

I have completed and signed the attached Facility Use Agreement. I have struck out paragraph 17, and provide the following alternate verbiage relating to Tort Claims against the federal government:

The Department of Homeland Security, as part of the federal government, does not purchase private insurance to cover potential liability of government employees acting within the scope of employment. This is because it is a long-standing policy of the United States to self-insure its own risk of loss. See, e.g., B-158766, 1977 U.S. Comp. Gen. LEXIS 3075. This policy applies in the context of tort liability as well as to property damage or loss. As a result, the Federal government is generally not permitted to use taxpayer funds to purchase insurance in the absence of express statutory authority. Under the Federal Tort Claims Act, 28 U.S.C. §§ 2671 et seq., the Government may pay claims for injury or property damage resulting from negligence by federal employees. Such claims must be filed within 2 years of sustaining the loss, damage, or injury, and is a simple process of filing a Standard Form 95 (available from multiple sources via an internet search) directly with DHS. The DHS would then review the claim under applicable state laws for all properly payable claims. Additional guidance is available in the Handbook 7.1, Tort Claims Against the United States.

Please let me know if you need anything else from me on this request. Thank you for allowing us to use your facility to bring this training to local officials.

Best,  
Frank

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**Frank Calvillo, CISSP**  
Chief, Protective Security – Federal Region IX  
Office of Infrastructure Protection  
National Protection and Programs Directorate  
U.S. Department of Homeland Security  
Sacramento, CA 95814  
[frank.calvillo@hq.dhs.gov](mailto:frank.calvillo@hq.dhs.gov)

916.304.4773

<http://www.dhs.gov/protective-security-advisors>

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**From:** Tippet, William [<mailto:William.M.Tippet@tsa.dhs.gov>]  
**Sent:** Sunday, September 11, 2016 8:22 AM  
**To:** Calvillo, Frank  
**Cc:** Figueroa, Christine B; [JWolfe@GLENDALEAZ.com](mailto:JWolfe@GLENDALEAZ.com); Will Tippet ([AZInfraGardPrograms@gmail.com](mailto:AZInfraGardPrograms@gmail.com))  
**Subject:** Facility Use Agreement for EOD IED Training on 11-1-16

Good morning, Mr. Calvillo-

This is William Tippet from TSA. Aside from everyday DHS communications between offices, I also assist Ms. Christine Figueroa and Mr. Keith Schenkel, as a board member with Arizona InfraGard. DHS OBP will be visiting Glendale, Arizona, November 1, 2016 and presenting an IED Awareness/Bomb Threat Management workshop at Glendale Regional Public Safety Training Center (GRPSTC). GRPSTC is requesting a facility user agreement to utilize their facility.

Attached is the Facility Use Agreement for the Improvised Explosive Device Awareness / Bomb Threat Management Workshop for November 1, 2016 at Glendale Regional Public Safety Training Center (GRPSTC). Please take time to review and complete the User information on page 4.

GRPSTC normally asks that you provide a Certificate of Liability Insurance as stated in line 17 of the agreement. However, we have experienced the fact that some divisions of the US Federal Government are unable to do this. You will need to strike through item 17 and provide documentation that states that the federal government is self-insured and cannot provide a certificate of liability insurance. Ms. Jo Lungren, Administrative Support Coordinator, provided a sample the US Department of the Army uses.

In order to give Glendale's attorneys time to review everything, please return the Facility Use Agreement and the letter with the proper insurance documentation to Ms. Jo Lungren and Mr. John Wolfe by September 20.

If you have any questions, please contact;

John Wolfe  
Glendale Police Department  
602-526-6284  
[JWolfe@GLENDALEAZ.com](mailto:JWolfe@GLENDALEAZ.com)

or

Jo Lungren,  
Administrative Support Coordinator  
Glendale Fire Department  
GRPSTC Administration  
(623) 772-7125  
(623) 772-7700 > Main  
(623) 772-7150 > FAX  
[jlungren@glendaleaz.com](mailto:jlungren@glendaleaz.com)

Thank you,

**William Tippett**

**U.S. Department of Homeland Security (TSA)**

**ACTIC Terrorism Liaison Officer**

**Arizona InfraGard**

**ECCO PHX: FLG, IFP, IWA, NYL, PGA, PRC, SOW, TUS**

**623-218-3751 Cell**

**480-375-2506 Office**

**[William.m.tippett@dhs.gov](mailto:William.m.tippett@dhs.gov)**





**Homeland  
Security**

## **Improvised Explosive Device Awareness/Bomb Threat Management Workshop**

**Coordination Outline**

### **Overview**

To reduce risk to the Nation's critical infrastructure, the Office for Bombing Prevention (OBP) maintains a catalog of training programs that build nationwide counter-improvised explosive device (IED) core capabilities and develop awareness of terrorist threats. Coordinated through State Homeland Security Officials and training offices, OBP courses educate participants such as municipal officials, state and local law enforcement, critical infrastructure owners/operators, and security staff on strategies for detecting and mitigating IED threats.

### **Workshop Purpose**

This OBP workshop improves the participant's ability to manage IED threats by highlighting specific safety precautions associated with explosive incidents and bomb threats. The workshop reinforces an integrated approach that combines training, planning, and risk management to maximize available resources for bomb threat management (BTM).

- **Module 1: Course/OBP Overview**
- **Module 2: The IED Threat**
- **Module 3: Pre-Incident Planning**
- **Module 4: BTM Response Team**
- **Module 5: BTM Continuum**

### **Workshop Format and Requirements**

The workshop is four hours long presented in classroom style format with five instructional modules for up to 50 participants (*with a minimum participant requirement of 37 registered for the workshop no later than 10 days out from the instructors traveling to the workshop location*). If minimum requirements are not met by the deadline, the workshop will be canceled. Attendance shall not exceed 50 students without prior approval from DHS OBP.

### **Recommended Participants**

This workshop is ideal for facility owners, operators, and security staff.

### **Facility Requirements**

A local venue large enough to accommodate the workshop attendees, local stakeholders, facilitators, and the projection of the presentations.

## **Equipment Requirements**

We request your assistance in arranging for the following equipment below. This is the ideal equipment list for ensuring the workshop environment is conducive for training throughout the duration of this workshop. Please coordinate with the DHS vendor training team on availability of equipment within your region.

- Classroom style setting with tables
- 2 large display tables for training aids
- 1 podium
- Projector/screen
- Extension cords and power strips to support the audio/visual configurations
- Water and coffee availability for the participants is highly recommended

## **Liaisons**

A workshop and registration liaison is requested to coordinate dates and venue location for the workshop, and to facilitate workshop registration. A facility liaison is also requested to lead our instructor team on a walkthrough of the training site selected for the workshop on the day before class begins. This will enable the training cadre to acquaint themselves with the audio/visual configuration of your selected site

## **Contact Information**

[OBPTraining@hq.dhs.gov](mailto:OBPTraining@hq.dhs.gov)

Office for Bombing Prevention

Protective Security Coordination Division

Office of Infrastructure Protection

<http://www.dhs.gov/bombing-prevention-training>