

ORIGINAL

**LICENSE AGREEMENT FOR THE USE OF GLENDALE TRAINING CENTER
(GRPSTC)**

THIS LICENSE AGREEMENT (this "License") is between United States Special Operations Command (USSOCOM), acting as a representative for the United States Government (the "LICENSEE"), and (the City of Glendale, Arizona) ("LICENSOR").

1. **REVOCABLE LICENSE.** The United States Government desires to use Glendale Training Center (GRPSTC), 11550 West Glendale Avenue, Glendale, AZ 85307 ("the Properties") owned and operated by the LICENSOR for the purpose of conducting military training for personnel attached to USSOCOM. LICENSEE agrees that the proposed training will not adversely impact the LICENSOR'S operational schedule and understands that the properties may be sold prior to the proposed date of training and unavailable for use.
2. **COMPENSATION.** LICENSOR agrees to make the Properties available for training at no cost to LICENSEE, subject to LICENSOR'S access and safety protocols. LICENSOR grants USSOCOM personnel use of the Properties for training during such times as may be mutually acceptable for LICENSEE and LICENSOR. The right of access to the Properties is conditioned on the parties' agreement on particular training dates at least one (1) week in advance of the training.
3. **SUITABILITY AND SAFETY.** LICENSOR makes no representations that the Properties are suitable for the contemplated training. Normal operations permitting, representatives of the LICENSEE will be granted access to the Properties at least seventy-two (72) hours prior to the training to inspect and evaluate the suitability and safety of the Properties for the proposed training.
4. **SECURITY.** LICENSOR agrees not to enter or grant permission to others to enter the premises during the period of training without prior permission of the LICENSEE or their designated representatives during the training.
5. **SCOPE OF TRAINING ACTIVITIES.** LICENSOR is informed that the training may include military operations in urban terrain; short range training ammunition; Simmunition (detergent rounds); Live Fire; Internal/external explosive, mechanical, manual breaching; Flash Bangs; Low altitude helicopter operations to include hover, landing and roof-top fast-rope insertion).
6. **IMAGERY.** The LICENSOR grants consent to the LICENSEE to collect overhead imagery in support of training activities. This collection will not be utilized to support local, state, or federal law enforcement investigations. LICENSEE will destroy this data after training is complete.
7. **DAMAGES.** LICENSOR and LICENSEE will conduct a walkthrough of the Properties immediately following the conclusion of the military training to conduct a visual inspection of the Properties and determine the existence of any damage to the Properties. LICENSOR agrees to inform LICENSEE in writing of any damage to the Properties within five (5) days of the expiration of the period outlined in paragraph 12, infra. Failure to notify the LICENSEE within the five (5) day period constitutes a waiver of such damage claim.

FOR OFFICIAL USE ONLY

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LICENSEE reserves the right to make repairs, subject to LICENSOR'S approval, or to pay the Fair Market Value of those repairs to LICENSOR to restore the Properties to the condition which existed at the start of the licensed use. LICENSOR agrees that such repairs or Fair Market Value payments shall be conducted at a time mutually agreed upon by both parties. Payments made by the LICENSEE under this license are subject to the availability of funds for such purpose. The LICENSOR has the right to file a claim with the USSOCOM pursuant to the Federal Tort Claims Act (28 U.S.C. §§ 1346(b) 2671-2672, and 2674-2680) (FTCA) or the Military Claims Act (10 U.S.C. § 2733) (MCA). In no case will the United States Government liability exceed that allowable under the FTCA or MCA.

8. **THIRD PARTY INJURY.** LICENSEE affirms that in the event of a third-party injury allegedly caused by the negligence of the LICENSEE, the third party has the right to file a claim with the USSOCOM pursuant to the Federal Tort Claims Act (28 U.S.C. §§ 1346(b) 2671-2672, and 2674-2680). In no case will the United States Government liability exceed that allowable under the FTCA or MCA.

9. **HOLD HARMLESS.** LICENSEE will not hold LICENSOR liable for damage or destruction of LICENSEE Properties that occurred during the training as a result of LICENSEE'S training activities or for injuries to LICENSEE'S personnel.

10. **TRAINING EXECUTION.** LICENSEE agrees that all training at or on the Properties will be performed in a lawful, prudent, and safe manner and will not unreasonably interfere with the normal activities of LICENSOR'S operations. If LICENSOR notifies LICENSEE that the training interferes with LICENSOR'S operations, or LICENSOR otherwise requests that the training cease or be reduced, LICENSEE shall immediately, upon receipt of such notice or request, cease or reduce the training or remove personnel and equipment as appropriate to comply with LICENSOR'S notice or request. If the actual training will vary materially from the details specified, the LICENSEE will promptly notify LICENSOR of such anticipated variances and obtain LICENSOR'S consent to proceed with the material variances prior to engaging in these activities.

11. **NON-DISCLOSURE AGREEMENT/SENSITIVITY OF TRAINING.** Due to sensitivities of this training, LICENSOR agrees to exclude this correspondence from automatic public release to the greatest extent allowable by law or regulation. LICENSOR understands that LICENSOR may unwittingly come in contact with classified information. Classified information may be marked or unmarked, including oral communications. LICENSOR has been advised that any unauthorized disclosure could cause damage or irreparable injury to the United States and that by signing this agreement LICENSOR agrees to not disclose such information unless and until released in writing by an authorized representative of the United States Government.

12. **REVOCABILITY.** This License is revocable by either party, at any time, with reasonable attempts made to inform the other party before preparations for the next training evolution have begun. Otherwise this License will remain in force and effect from 07 November 2016 to 17 November 2016.

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FOR Glendale, Arizona



**Rick St. John
Interim Chief of Police**

Date: 9/21/14

**FOR UNITED STATES SPECIAL
OPERATIONS COMMAND**



**David Fallon
Urban Training Director**

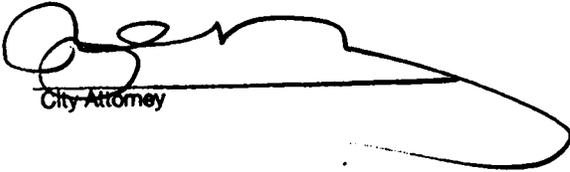
Date: 9/22/16

ATTEST:



Darcie McLeath
City Clerk

Approved as to form



City Attorney