

**CITY CLERK  
ORIGINAL**

**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: SAR Analytic Seminar.

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): December 9-10, 2014
- b) Room(s): Lecture Hall - 219, Conference Room 112 and Conference Room 228A
- c) Equipment: 0
- d) Rent: 0 - Fees waived by Chiefs DeChant & Montgomery due to nature of class & class slots available for Glendale
- e) Costs: 0
- f) Total Due: 0
- g) Deposit: 0
- h) Balance: 0

3. **RESERVATION.** Return of this Agreement properly signed, constitutes a reservation for the planned date(s) of use.

4. **CANCELLATION OF RESERVATION.** USER can cancel the reservation with notice to the CITY of 14 or more calendar days prior to the planned use. In the case of cancellation by the CITY, 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, 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.

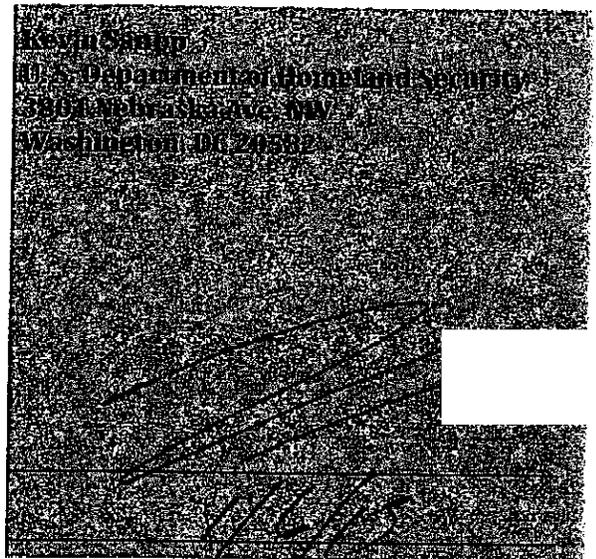
6. **USE INTERRUPTION.** CITY retains the right to cause the interruption of any activity in the interests of public safety, and to likewise cause the termination of USER's activities, when in the sole judgment of CITY, the acts are necessary in the interest of public safety. If the interruption is due to an evacuation order, USER may re-enter the Center after release from the order for sufficient time to complete the planned use, so long as the time does not interfere with other CITY uses. 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. 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.** For liabilities purposes, USER agrees only to be bound by applicable and appropriate federal law, regulation, statute and/or policy, including, but not limited to the Federal Tort Claims Act (28 USC Chapter 171).

18. **ASSIGNMENT.** USER may not assign or transfer the authorized use under this Agreement without the written consent of the CITY.
19. **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.
20. **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.
21. **JURISDICTION.** The laws of the State of Arizona shall govern this Agreement.
22. **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.
23. **CONFLICTS.** This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.
24. **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.
25. **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.
26. **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:**



**Signature:** [Handwritten Signature]  
**Date:** 11/19/14

**Signature:**  
**Date:**

**ATTEST:**  
[Handwritten Signature]  
Pamela Hanna, City Clerk (SEAL)

**APPROVED AS TO FORM:**

[Handwritten Signature]  
Michael D. Bailey, City Attorney