

**GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER
INTERGOVERNMENTAL AGREEMENT BETWEEN AND AMONG
THE CITY OF GLENDALE, THE CITY OF PEORIA,
THE CITY OF SURPRISE, THE CITY OF AVONDALE, AND THE MARICOPA COUNTY
COMMUNITY COLLEGE DISTRICT**

THIS GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into as of the day and date set forth on the respective signature pages between and among the City of Glendale ("Glendale"), the City of Peoria ("Peoria"), the City of Surprise ("Surprise"), the City of Avondale ("Avondale") (individually a "Partnering Agency", collectively "Partnering Agencies"), and the Maricopa County Community College District ("MCCCD").

IN CONSIDERATION of the covenants, promises, terms, and conditions set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Partnering Agencies agree as follows:

1. Purpose and Intent of Agreement

- 1.1. Glendale intends to continue to develop, own, and manage a regional public safety training facility ("GRPSTC" or "Center") for use by federal, state, county, and municipal public safety agencies, as well as an Emergency Operations Center ("EOC"). The GRPSTC may also be used to train employees of private organizations that have a demonstrated need for personnel to be trained in public safety and emergency response, as may be provided in the Operations Manual. A map, site plan, and project narrative of the GRPSTC, which includes the location for the EOC, is described in or shown in Exhibit A attached hereto and made a part hereof by this Agreement (the "Facility Property").
- 1.2. This Agreement provides for the operation and funding of the GRPSTC and supersedes any and all agreements previously entered into for the operation of said facility. Glendale, Peoria, Surprise, Avondale, and the MCCCD are considered public sector organizations for purposes of this Agreement.
- 1.3. This Agreement shall not become effective or binding as to any Partnering Agencies or MCCCD unless and until all Partnering Agencies and MCCCD duly approve and execute this Agreement, and at such time as the last Partnering Agency or MCCCD, as the case may be duly approved and executes this Agreement, it shall be effective and binding for a term of five (5) years unless sooner terminated as set forth in Section 17 below.
- 1.4. Glendale is the sole owner of the GRPSTC. Nothing contained in this Agreement affects Glendale's ownership of the GRPSTC.
- 1.5. Glendale shall act as the GRPSTC's overall day-to-day manager, subject to the guidance of the Chiefs' Board and Executive Board.

- 1.6. For purposes of this Agreement, the terms "public safety employee" or "public safety staff" shall mean fire safety and law enforcement personnel, employees, or staff, as the case may be for each Partnering Agency or non-partnering public safety, governmental or private agency or entity utilizing the GRPSTC as provided in Section 10.1 below.
- 1.7. A.R.S. §11-952 permits governmental bodies to agree to allocate duties and benefits to each other by agreement and provides that public agencies may contract to perform any governmental service, activity, or undertaking.
- 1.8. Notwithstanding any term or provision outlined in this Agreement, Glendale shall have sole ownership, management, and operational control of the EOC. All costs for planning, development, construction, operation, management, and staffing of the EOC shall be exclusive of the GRPSTC capital construction and O&M costs and shall be fully borne by Glendale.

2. Contributions by Partnering Agencies

- 2.1. Each Partnering Agency and MCCCCD shall contribute toward annual operating, maintenance, and repair costs ("O&M Costs") in proportionate shares outlined in Section 12 below. The purpose of a Partnering Agency's contribution is to ensure an assured level of training slot availability for its public safety employees.

3. Regional Public Safety Training Center Allocations

- 3.1. This Agreement intends to provide a facility for training and educational programs that will be responsive to the needs of the Partnering Agencies. Priority shall be granted to partnering agencies for academy and ongoing public safety training to reasonably ensure that all such training needs are met.
- 3.2. At a minimum, Partnering Agencies and MCCCCD are provided a Pro Rata Share of academy slots and ongoing training time based on their total number of authorized full-time sworn employees as identified in the first quarter of each fiscal year. This number will be converted to a Pro Rata Share at the GRPSTC for that specific Partnering Agency.

MCCCCD's Pro Rata Share for purposes of this Agreement shall be and remain 9%. The City of Glendale's pro-rata share shall never fall below 51% but can increase based on the total number of authorized full-time sworn employees. If the City of Glendale's pro-rata share falls below 51% due to either a change to their total number of authorized full-time sworn employees, or the impact of adding additional Partnering Agencies, the difference between the City of Glendale's calculated pro-rata share and 51% will be added to the City of Glendale Fire Department with a commensurate and equal reduction to each non-Glendale Specific Partnering Agencies Pro Rata Share to ensure the total remains 100% for all Partnering Agencies and MCCCCD-GCC. There will be no change to the MCCCCD-GCC's Pro Rata Share of 9%.

The Partnering Agencies' total number of authorized full-time sworn employee count will be converted to their Pro Rata Share based on the following:

1. The sum of all Partnering Agency’s total number of authorized full-time sworn employees to calculate “Total Current Users without GCC.”
2. The “Total Current Users without GCC” is multiplied by 9% and then added to the “Total Current Users without GCC to calculate the “Total Current Users with GCC.”
3. The “Specific Partnering Agency’s Total Users” divided by the “Total Current Users with GCC” equals the “Specific Partnering Agency’s Pro Rata Share.”

Agency	Authorized Sworn Employees	Pro Rata Share
City of Glendale PD	444	31.8%
City of Glendale FD	267	19.2%
City of Surprise FD	200	14%
City of Peoria FD	205	14.4%
City of Avondale PD	165	11.5%
MCCCD - GCC	115	9 %
TOTAL	1396	100

MCCCD’s Pro Rata Share for purposes of this Agreement shall be 9% of the total number of non-Partnering Agency academy training hours available at the GRPSTC between 7:00 a.m. and 10:00 p.m., Monday through Sunday; provided, however, that MCCCD is entitled to the minimum level of classroom and facility hours for training and educating its non-Partnering Agency students as provided in Section 13.7.

Notwithstanding the foregoing minimum Pro Rata Shares and classroom hours, all training and educational needs for the Partnering Agencies and classroom needs for MCCCD-GCC will be met to the greatest possible extent. Meeting those needs will be the primary purpose of, and determined and agreed upon by way of, the annual training and facility use schedule as discussed below.

3.3. In the event the GRPSTC brings in a new Partnering Agency, that agency will be required to pay a one-time “New Partnering Agency Capital Buy-In” based on the current number of calculated GRPSTC Users, the calculated 5-year average of GRPSTC O&M billing, and the number of new “Specific Partnering Agency’s Total Users.” The following steps should be followed to calculate the “New Partnering Agency Capital Buy-In.”

1. Identify the regressed “5-Year GRPSTC O&M Billing Average” billed to the current Partnering Agencies and MCCCD-GCC.
2. Divide the “5-Year GRPSTC O&M Billing Average” by the “Total GRPSTC Users Including GCC” to identify the “Per User GRPSTC Fee”. * DO NOT INCLUDE THE NEW AGENCY’S USERS IN THIS STEP

3. Multiply the new “Specific Partnering Agency’s Total Users” by the “Per User GRSPTC Fee” to calculate the “New Partnering Agency Capital Buy-In” amount.

Once the new Partnering Agency has submitted payment for their one-time “New Partnering Agency Capital Buy-In,” refer to the steps and process identified in 3.2 to calculate the new “Specific Partnering Agency’s Pro Rata Share”.

4. Glendale Regional Public Safety Training Center Governance

- 4.1. The overall goal in governing the GRPSTC shall be to establish operational, management, and executive structures that will provide the opportunity for Partnering Agencies to actively participate in the ongoing administration and management throughout the term of this Agreement.
- 4.2. The GRPSTC Executive Board, Chiefs' Board, and Operations Committee are established by this Agreement. The duties and responsibilities of the Executive Board, Chiefs' Board, and the Operations Committee are set forth in Sections 5, 6, and 7, respectively.
- 4.3. The governance objectives of this Agreement include:
 - 4.3.1. Provide a structure that enables administrative and fiscal review of the operation and maintenance of the GRPSTC by the Partnering Agencies and MCCCCD.
 - 4.3.2. Establish an organization that facilitates decision-making.
 - 4.3.3. Develop an organization that will remain flexible and meet the needs of the Partnering Agencies and MCCCCD over the term of the Agreement.
- 4.4. The purpose of the boards and committees established by this Agreement is to decentralize the decision-making process so that authority is delegated to the appropriate decision-making body for each such decision. Each board or committee has two general responsibilities in the decision-making process - either to "review and approve" an issue or item, in which case the decision-making authority rests with that board or committee, or to "review and recommend" an issue or item, in which case the recommendation and reasons, therefore, are passed on to the next higher board. The next higher board may adopt the recommendation, adopt the recommendation with modifications, or reject the recommendation, except as provided in Section 5.3 below. In the latter instance where a higher board rejects the recommendation of the next lower board or committee, it shall pass the issue back to the next lower board or committee with a written statement explaining the reason or reasons why the higher board rejected the next lower body's recommendation. The lower body shall then conduct further review and study of the issue or item and pass it up to the higher board with its recommendation and reasons.

5. Executive Board

- 5.1. The Executive Board consists of the Glendale City Manager, Peoria City Manager, Surprise City Manager, Avondale City Manager, and the Chancellor of MCCCCD.

5.1.1. The Chief's Board Chairman and the Center Director will attend Executive Board meetings as non-voting members. The Executive Board will meet as necessary but not less than semi-annually. Meetings will be scheduled on not less than sixty (60) days written notice to each Partnering Agency and MCCCCD, except upon consent of all of the members of the Executive Board.

5.1.2. Executive Board members may appoint alternates who may attend Executive Board meetings but who shall not have a vote except in the absence of the respective Board member. In the case of an absence of an Executive Board member, an appointed alternate shall have a voting right on behalf of the Partnering Agency or MCCCCD, as the case may be. An Executive Board member may not designate another Executive Board member to be their proxy for voting purposes.

5.1.3. The Glendale City Manager shall serve as chairman of the Executive Board and shall preside at and conduct all meetings of the Executive Board. Glendale will provide a secretary to take minutes. As soon as possible after each meeting, a copy of the minutes shall be provided to each of the members.

5.2. Role, Duties, and Responsibilities of the Executive Board:

5.2.1. Review and approve the three-phase Capital Improvement Plan.

5.2.2. Review and approve the annual GRPSTC operating and maintenance budget for the period July 1st through June 30th on or before January 1st for the following fiscal year.

5.2.3. Review and approve the GRPSTC Operations Manual which governs the GRPSTC planning and operating functions, including policies and procedures, training standards, recommendations, grievances, and arbitration, and any amendments thereto.

5.2.4. Authorize the disposition or settlement of any legal action, claim or lawsuit involving the GRPSTC or Partnering Agencies and/or MCCCCD arising out of or in connection with operations of the GRPSTC.

5.2.5. All other duties and responsibilities as provided for in this Agreement, as may be amended from time to time.

5.3. Before any action or decision of the Executive Board is taken or made, the members present shall have the opportunity to discuss their respective agency's positions or opinions on matters before the Executive Board. Actions shall be determined by a unanimous vote of members present at a meeting; provided, however, where a vote of the members present does not result in a unanimous decision, Glendale shall have final decision-making authority to approve or reject, without modification, the Capital Improvement Plan, the Center O&M budget, and the GRPSTC Operations Manual as recommended by the Chiefs' Board. In the event of a decision to reject either the Capital Improvement Plan, the Center O&M Budget or the GRPSTC Operations Manual, the process set forth in Section 4.4 shall be followed. Glendale shall also have final decision-making authority on the disposition or settlement of legal actions, claims or lawsuits

arising out of or in connection with the operations of GRPSTC subject to the provisions of Section 15 below.

6. Chiefs' Board

6.1. The Chiefs' Board consists of the following:

Glendale Police Chief	Glendale Fire Chief
Avondale Police Chief	Peoria Fire Chief
Surprise Fire Chief	MCCCD Police Program Chair
MCCCD Fire Program Chair	

6.1.1. In the event of removal, resignation, or death of a member, the appointing governing body shall promptly appoint a successor to fill the position. The Partnering Agency and MCCCD shall inform the chair of the Chiefs' Board of the name of the member to be replaced and the successor for their respective agency.

6.1.2. The Center Director will attend meetings of the Chiefs' Board but shall not have a vote.

6.2. Role, Duties, and Responsibilities of the Chiefs' Board:

6.2.1. At the first meeting, and thereafter at its first meeting at the beginning of each fiscal year (July 1st through June 30th), the Chiefs' Board shall elect a chairman and vice-chairman. Neither MCCCD representative may serve in this capacity. The chair shall preside at and conduct all meetings of the Chiefs' Board. The Chiefs' Board Chairman shall serve as the primary point of contact for the Center Director. In the absence or inability of the chair to act, the vice-chair shall act as the chair. Glendale will provide a secretary to maintain meeting minutes and notify board members of meetings and agendas. As soon as possible after each meeting, a copy of the minutes shall be provided to each of the Chiefs' Board members and the members of the Executive Board.

6.2.2. To meet as necessary but not less than quarterly to carry out the following duties and responsibilities:

6.2.2.1. Review and approve policies and procedures as proposed by the Operations Committee.

6.2.2.2. Review and recommend approval to the Executive Board of the annual operating and maintenance budget for the GRPSTC as prepared by the Center Director and Operations Committee.

6.2.2.3. Annually review and recommend approval to the Executive Board of the Capital Improvement/Facilities Maintenance Plan for the GRPSTC.

6.2.2.4. Annually review and recommend approval to the Executive Board of the GRPSTC Operations Manual as prepared by the Center Director and Operations Committee.

6.2.2.5. All other duties and responsibilities as directed on an ad hoc basis by the Executive Committee or provided for in this Agreement as it may be amended from time to time.

6.3. The four (4) quarterly meetings of the Chiefs' Board will be scheduled annually each December for the following calendar year. Any meetings in addition to the four quarterly meetings will be scheduled on not less than thirty (30) days written notice to each Partnering Agency and MCCCCD, except (i) upon the consent of all of the members of the Chiefs' Board, or (ii) in the event of an emergency at which point all Chiefs' Board members will be notified, and all reasonable efforts will be made to accommodate member schedules. At least four (4) voting members of the Chiefs' Board, or their respective alternates, must be present to constitute a quorum for the transaction of business, except that a lesser number may adjourn for lack of a quorum. Actions shall be determined by a majority of members present at a meeting when a quorum exists.

6.4. Members of the Chiefs' Board shall vote on all items by one vote per Chiefs' Board representative.

6.5. Chiefs' Board Members may appoint an alternate. An alternate Chiefs' Board member shall only have a voting right in the absence of the regular member.

6.6. A Chiefs' Board member may not designate another Chiefs' Board member as their proxy for voting purposes.

7. Operations Committee

7.1. The Operations Committee shall consist of one representative from:

Glendale Police Department	Glendale Fire Department
Avondale Police Department	Peoria Fire Department
Surprise Fire Department	MCCCCD Fire Program
MCCCCD Police Program	

7.2. Each member of the Operations Committee shall serve at the pleasure of the appointing authority of the Partnering Agencies or MCCCCD, as the case may be, which may replace the members as it wishes. In the event of removal, resignation, or death of a member, the appointing governing body shall promptly appoint a successor to fill the position. Each participating Partnering Agency and MCCCCD shall inform the Operations Committee chair of the members names for their respective Partnering Agency or MCCCCD-GCC as the case may be.

7.3. The Center Director shall serve as the chair of the Operations Committee. The chair shall preside at and conduct all meetings of the Operations Committee. The Committee will elect a vice-chairman. In the absence or inability of the chair to act, the vice chair shall

act as the chair. Glendale will provide a secretary to maintain meeting minutes and notify committee members of meetings and agendas. As soon as possible after each meeting, a copy of the minutes shall be provided to each of the Operations Committee members and the chairs of the Executive and Chiefs' Boards.

- 7.4. The majority of the Operations Committee constitutes a quorum for the transaction of business, except that a lesser number may adjourn for lack of a quorum. Actions shall be determined by a majority of members present at a meeting when a quorum exists.
- 7.5. Members of the GRPSTC Operations Committee shall vote on all items based on one vote per Committee member. The Center Director as chair shall not have a vote except in the case of a tie. If the vice- chairman acts as chair in the absence of the Center Director, he shall have a vote in all matters.
- 7.6. Alternate members to the Operations Committee may be appointed by the Chiefs of the respective Partnering Agencies or MCCCCD as the case may be. An alternate Operations Committee member shall only have a voting right in the absence of the regular member.
- 7.7. An Operation's Committee member may not designate another Operations Committee member to be their proxy for voting purposes.
- 7.8. Role, Duties, and Responsibilities of the Operations Committee:
 - 7.8.1. To meet quarterly, the Committee may have as many meetings needed to conduct any pressing business if they are requested by a majority of the members. The date and hour of any regular meeting shall be scheduled on an annual basis by the Operations Committee Chair, making every effort to have a quorum present.
 - 7.8.2. Develop and recommend approval of the GRPSTC Operations Manual.
 - 7.8.3. The Center Director will develop, and the Operations Committee will review and recommend to the Chiefs' Board an estimated GRPSTC annual operational and maintenance budget no later than November 15th and a final O&M budget no later than December 1st for the following fiscal year (July 1st - June 30th).
 - 7.8.4. All other duties and responsibilities, as directed by the Chiefs' Board on an ad hoc basis or as provided for in this Agreement, may be amended as needed.

8. Attendance and Participation by Other Agencies

- 8.1. Local, state, and federal representatives of public safety or service agencies who are not Partnering Agencies to this Agreement may attend GRPSTC Operations Committee meetings but shall not have voting rights.
- 8.2. Local, state, and federal public safety or service agencies that are not Partnering Agencies will not have scheduling priority as provided in Section 10.1 below and will pay a fee for using the GRPSTC facilities. The parameters for renting the facility and the type of

agencies that will be allowed to rent the facility shall be outlined in the GRPSTC Operations Manual.

9. Center Director and Day-to-Day Management

9.1. As the day-to-day manager of the GRPSTC, Glendale shall have the responsibility to:

- 9.1.1. Maintain the GRPSTC in good condition and in compliance with an approved comprehensive maintenance and repair schedule. This shall include all such maintenance, repair, and construction work but not limited to all structures, utilities, walkways, HVAC systems, electrical systems, plumbing systems, and all components of the interior and exterior of all structures, including painting. Maintenance will be to the same standard as other Glendale facilities and preventive maintenance will be to industry standards and manufacturers' recommendations.
- 9.1.2. Maintain all roads, parking areas (public, secure, and training staging and operations), skid pad, perception reaction course, Emergency Vehicle Operator's Course (EVOC), metro street area, and patios.
- 9.1.3. Contract all custodial functions, including daily cleaning, trash removal, periodic window and carpet cleaning, and other specialty cleaning as needed.
- 9.1.4. Maintain all landscaping and irrigation systems.
- 9.1.5. Maintain fire training props (exterior and interior).
- 9.1.6. Contain, collect, and abate lead expended at the arms qualification ranges.
- 9.1.7. Develop facility management contracts with vendors.
- 9.1.8. Make emergency repairs as required. Emergency repairs will be defined as those repairs that are immediately necessary to protect buildings, facilities, and grounds from further damage and to keep the Center functional.
- 9.1.9. Establish and maintain accounts and records, including personnel, property, financial, project management, and other records, as required by Glendale and consistent with generally accepted accounting principles to ensure proper accounting for all ongoing operations and maintenance costs.
- 9.1.10. Provide notice to Partnering Agencies, MCCCCD, and other interested parties of scheduled maintenance or repair that could potentially disrupt GRPSTC operations.

9.2. The GRPSTC Director (also referred to as "Center Director") shall be appointed by and serve at the pleasure of the Glendale Fire Chief as provided herein and shall be in the classified service of Glendale in the rank and grade not lower than that of a Glendale Deputy Fire Chief. The Center Director's salary and benefits shall be paid out of the Center O&M Budget.

- 9.2.1. Appointment of the Center Director.

9.2.1.1. The Center Director shall be a sworn Glendale Deputy Fire Chief or higher rank, or a non-sworn person qualified for the position.

9.2.1.2. The members of the Chiefs' Board will participate in the selection process of the Center Director and will recommend to the Glendale Fire Chief. After receiving recommendations from the Chiefs' Board members participating in the selection process, the Glendale Fire Chief will select the Center Director.

9.2.2. Evaluation of Center Director.

9.2.2.1. Through the Chiefs' Board's annual review and approval of the annual training plan and schedule for the GRPSTC, the Board will establish priorities for the Center Director for the upcoming year related to the GRPSTC. With input from the Executive Board and Operations Committee, the Chiefs' Board may make recommendations to Glendale regarding the Center Director's performance when Glendale is preparing to conduct the Director's evaluation. Glendale agrees to consider the Chiefs' Board's recommendations in conducting the Director's performance evaluation. In addition, Glendale may use additional criteria to evaluate the Director's performance for the year.

9.2.3. Vacancy in Center Director's Position

9.2.3.1. If the Center Director's position becomes vacant while this Agreement is in effect, Glendale agrees to provide an interim Center Director and to recruit and select a new Director as outlined herein.

9.2.3.2. If the newly appointed director is not a current member of the Glendale Fire Department, the center budget will pay for all recruitment and selection costs for the Center Director.

9.3. Glendale will provide staff to manage the day-to-day maintenance, operation, and repair of the GRPSTC, which will be subject to review and advice from the Chiefs' Board and Operations Committee. These employees will be employees of Glendale and will be granted all the rights and benefits accruing to Glendale employees within their respective classifications. All costs for recruitment, selection, salary, and benefits for the positions shall be paid out of the Center Budget.

9.4. Glendale shall be responsible for engineering, operating, administering, maintaining, and repairing the GRPSTC's data, telecommunications, and video technology and infrastructure.

9.4.1. The annual operating, maintenance, and repair costs incurred by Glendale for engineering, operating, administering, maintaining, and repairing the data, telecommunications, and video technology and infrastructure shall be borne by the Partnering Agencies and MCCCCD as described in Section 12 of this Agreement. IT and Telecommunications representatives from all Partnering Agencies and MCCCCD will be advised regarding maintenance and upgrade of equipment to support these backbones.

9.4.2. Each Partnering Agency and MCCCDC shall be responsible for the costs of repair of damage, beyond ordinary wear and tear, to the IT and telecommunication technology and infrastructure of the GRPSTC caused by that Partnering Agency or MCCCDC as the case may be. The Center Director shall determine the costs of repair and whether such repairs are beyond ordinary wear and tear.

9.5. Glendale will acquire, hold, or dispose of property necessary to operate the GRPSTC. All fixed facilities and "GRPSTC" equipment shall belong to Glendale. Partnering Agencies and MCCCDC will acquire, hold, maintain, or dispose of their respective property housed at the GRPSTC.

10. Annual Training Schedule and Operations Manual

10.1. The utilization and operation of the GRPSTC for Partnering Agency and MCCCDC academies, ongoing training, and educational usage shall be in the following order of priority:

10.1.1. First priority is given to Partnering Agencies and MCCCDC to reasonably ensure that all Partnering Agency training needs are met. At a minimum, Partnering Agencies will be provided a Pro Rata Share of ongoing training time based on their respective contributions, and MCCCDC will be provided its minimum classroom time as provided in Section 13.7 below. Even with the minimum Pro Rata Shares and minimum classroom time, all training and educational needs for the Partnering Agencies and classroom time for MCCCDC will be met to the extent possible.

10.1.2. Second priority will be given to non-partnering public safety agencies located in Maricopa County.

10.1.3. Third priority is given to municipal, and county public safety agencies located outside of Maricopa County.

10.1.4. Fourth priority goes to other governmental agencies and personnel.

10.1.5. Fifth priority goes to private entities that have a demonstrated need for personnel to be trained in public safety and emergency response as provided for in the Operations Manual.

10.2. The Center Director and the Operations Committee will develop a GRPSTC Operations Manual to be submitted to the Chiefs' Board and Executive Board for review and approval every two years. The Operations Manual will include but is not limited to the following:

10.2.1. Scheduling procedures (including a classroom utilization plan for each fiscal year).

10.2.2. Policies, procedures, and practices for day-to-day (or otherwise necessary and beneficial to the) operations of the GRPSTC.

10.2.3. The staffing and organizational structure of the GRPSTC.

- 10.2.4. The core curriculum and training standards to be provided by MCCCC for public safety and fire "academy" training as well as ongoing instruction, in-service and professional development.
 - 10.2.5. Policies, procedures, practices, terms, and rental fees for use of the GRPSTC by non-partnering agencies.
 - 10.2.6. Partnering Agency and MCCCCD responsibilities when using the GRPSTC.
 - 10.2.7. Policies and procedures for using the GRPSTC props.
 - 10.2.8. A process and standards to determine whether and which private entities have a demonstrated need for personnel to be trained in public safety and emergency response.
 - 10.2.9. Provisions dealing with national and state public safety regulatory and certifying agencies to, among other things, allow access to GRPSTC documents, information, meetings as reasonably necessary to fulfill their regulatory and/or certification responsibilities and for the GRPSTC to comply with all applicable regulatory requirements and achieve necessary certifications.
 - 10.2.10. Provisions dealing with engineering, operations, administration, maintenance and repair of data, telecommunications, and video technologies and other electronic and communications infrastructure ("Technology Infrastructure"), including but not limited to ongoing and annual engineering, operations, administration, maintenance, and repair as well as upgrading of such Technology Infrastructure.
 - 10.2.11. GRPSTC purchasing and procurement procedures consistent with the Glendale Charter and City Code.
 - 10.2.12. General guidance for the Center Director necessary for the professional operation and management of the GRPSTC.
 - 10.2.13. Any other matters deemed necessary or beneficial by the Center Director and Operations Committee.
- 10.3. The Center Director and the Operations Committee will develop an annual schedule for the GRPSTC for approval by the Chiefs' Board. This schedule shall include all the received requests for facility usage from all the Partnering Agencies and MCCCCD and then be subsequently formulated by the Center Director and the Operations Committee in a timely manner so that the Chiefs' Board may approve the plan on or before June 30th for the following fiscal year. The schedule of all received requests must be developed by June 1st for the following calendar year. Any subsequent requests will be handled on a first-come, first-serve basis. Even with the minimum Pro Rata Shares and minimum classroom time, all training and educational needs for the Partnering Agencies and classroom time for MCCCCD will be met to the extent possible.
- 10.4. The Center Director shall be responsible for the maintenance, operation, and repair of vehicles utilized by the GRPSTC and for maintaining such vehicles in sound

operating condition in accordance with generally recognized and accepted preventive maintenance standards for such vehicles.

11. Regional Public Safety Training Center Facilities

- 11.1. None of the Partnering Agencies, including Glendale or MCCCDC, shall alter, repair, modify, or change the premises of the GRPSTC without the express written permission and approval of the Glendale Field Operations Department and the Chiefs' Board.

12. Budget, Finances, and Partnering Agency Costs

- 12.1. Glendale will annually assess Partnering Agencies for maintenance, repair, operation (collectively "O&M"), and development of contingency accounts or fund balances. These accounts will be used for unforeseen major repairs. Glendale will administer the O&M and contingency accounts and will review and approve them annually by all GRPSTC boards.
- 12.2. MCCCDC's contribution to the annual O&M account is based on and limited to funds received from its Governing Board. MCCCDC will contribute the MCCCDC portion of its approved funding to this account.
- 12.3. Annual operating, maintenance, and repair costs for the GRPSTC shall be shared by the Partnering Agencies based upon the Pro Rata Shares as defined in Section 3.2. MCCCDC and the Partnering Agencies may determine that tuition and fees for college credit courses earned through MCCCDC by Partnering Agency students is credited and offset against MCCCDC's Pro Rata Share of annual O&M costs. MCCCDC will bill all partnering agencies based on actual class costs. MCCCDC will be billed in the same manner as all other partnering agencies. MCCCDC, through its participating colleges, will fund the O&M costs based upon lump sum budget allocations approved annually by the MCCCDC's governing board for those colleges based upon total budget needs identified by such participating colleges. In September of each year, the Center Director will develop a budget and potential supplementals and present to the Operations Committee, which will review and make a recommendation to the Chiefs' Board. This estimated GRPSTC annual O&M Budget and supplementals will be presented to the Chief's Board no later than October 15th for approval and recommendation for approval to the Executive Board. The final O&M budget for the following fiscal year will not be available until the City of Glendale City Council approves a tentative annual budget.
- 12.4. Annual operating, maintenance, and repair costs for the GRPSTC will include:
 - 12.4.1. Authorized personnel salaries and benefits.
 - 12.4.2. Services and supplies include, but are not limited to, utilities, office supplies, maintenance supplies, and contractual services.
 - 12.4.3. Expenditures related to facility repair and maintenance.
 - 12.4.4. Assessed contributions to the capital improvement projects and contingency/fund balance account.

- 12.4.5. Liability Insurance as provided in Section 15 below.
 - 12.4.6. Property insurance as provided in Section 15 below; and
 - 12.4.7. Other expenditures approved by the Chiefs' Board.
- 12.5. Each Partnering Agency shall bear, at its own expense, the operating, repair, and maintenance costs incurred solely for the benefit of each respective Partnering Agency (i.e., Partnering Agency provided office furniture, ammunition, fire, and police training equipment used by each jurisdiction, etc.).
- 12.6. Each Partnering Agency shall also bear, at its own expense, the actual per head training costs for the training of its respective academy recruits. These costs are broken down as follows:
- 12.6.1. Fire recruit training costs will be evenly split by the fire partners (Glendale, Surprise, & Peoria). Costs will be based on three classes of 45 recruits per class annually. All costs for supplies and services will be reviewed and approved during the budget process defined in section 12.3. The approved costs will be added to the partners annual O&M invoice. There will be no additional costs for overtime and no credits provided for RTO's. All personnel costs for RTO's/RTI's and support staff will be the responsibility of the home agency.
 - 12.6.2. Police recruit training will be the responsibility of the home agency to cover all supply and service costs to include training officers compensation.
- 12.7. Glendale shall invoice each Partnering agency on an annual basis for their proportionate share of O&M and contingency/fund balance contributions, if any, following the reconciliation of all expenditures. All partnering agencies will be billed based on the approved budget for the current fiscal year. The bill will include a reconciliation of all expenditures for the previous year. If a Partnering Agency has leftover funds at the end of the fiscal year, it shall be the Partnering Agency's responsibility to request their refund. If a Partnering Agency elects to leave their funds at the GRPSTC, those funds will be placed into the contingency/fund balance account to be used by the agency to cover unforeseen cost in the future.
- 12.8. All capital contributions required to be paid by Partnering Agencies will be included in the three-phase CIP process, provided, however, the Capital Improvement Plan shall be presented as a five-year plan, which will be reviewed and updated annually. Capital contributions by the Partnering Agencies shall be assessed to the Partnering Agencies by Glendale in the year the funds are required to begin the capital project. Such assessments will be due and payable by the Partnering Agencies as provided in Section 12.10 below.
- 12.9. Assessed contributions to the capital improvement projects and contingency fund shall be paid within thirty (30) calendar days of receipt of invoice from Glendale. For all other assessments, each Partnering Agency shall make payment to Glendale within sixty (60) calendar days of receipt of the invoice. If these assessments are not paid by the

applicable due date, the Partnering Agency shall be in default and subject to termination in accordance with Section 17 of this Agreement.

- 12.10. Each Partnering Agency shall reimburse GRPSTC for the costs of repairing damage beyond ordinary wear and tear caused by that Partnering Agency. The Center Director shall determine the costs of repair and whether such repairs are beyond ordinary wear and tear and report to the Chiefs' Board. This provision does not apply to claims covered under any property coverage or insurance.
- 12.11. Glendale will administer the GRPSTC's financial activities as a separate special revenue fund in accordance with generally accepted accounting principles. The Executive Board and Chiefs' Board oversee and control all GRPSTC accounts.
 - 12.11.1. Expenditures from the Center Special Revenue Fund require the approval of the Center Director. In the absence of the Center Director, the chair of the Chiefs' Board or vice-chair may approve.
 - 12.11.2. The Center Special Revenue Fund will receive and separately account all income belonging to the GRPSTC, including the Partnering Agencies' annual contributions and outside rental income.
 - 12.11.3. All monies not expended in the Center Special Revenue Fund will remain the fund's property and roll forward into the next fiscal year for expenditure in accordance with 12.4.
 - 12.11.4. Any interest earned on the monies in the Center Special Revenue Fund, after deducting applicable bank charges, must be credited to this fund.
 - 12.11.5. Glendale will follow the purchasing requirements defined in the Charter and Code of the City of Glendale.
 - 12.11.6. All expenditures, contracts, purchase orders, and service orders from any of the three GRPSTC budgets must be authorized by the Center Director prior to being procured.
- 12.12. Nothing in this Agreement will abrogate the budgeting and appropriation authority of the legislative and/or governing bodies of the respective Partnering Agencies or MCCCCD.

13. Maricopa County Community College District

- 13.1. MCCCCD will be entitled to offer at least 2,000 classroom hours and 1,200 laboratory hours annually at the GRPSTC. MCCCCD can offer classes and/or training in three types of formats:
 - 13.1.1. Credit-generating for credit courses.
 - 13.1.2. Workshops, non-credit.
 - 13.1.3. Combination.

- 13.1.4. All MCCCCD class offerings will be scheduled in accordance with Section 10.3.
- 13.2. MCCCCD will be the primary educational institution offering college courses at the GRPSTC. No other educational institution will be allowed to compete with MCCCCD unless:
 - 13.2.1. MCCCCD is given first "right of refusal." MCCCCD may partner with the requesting institution. If MCCCCD cannot or will not offer the course within six months, then:
 - 13.2.1.1. The requesting institution will be allowed to offer the course subject to the criteria and parameters set forth by the Chiefs' Board.
 - 13.2.1.2. If there is a conflict between the Chiefs' Board and MCCCCD, the Executive Board will mediate the matter.
 - 13.2.1.3. The requesting institution will be subject to the same fees and requirements as any non-partnering agency renting the facility, as listed in the Operations Manual.
- 13.3. All Partnering Agency instructors teaching MCCCCD college courses for credit shall comply with MCCCCD's rules and regulations for contract instructors.
- 13.4. Each time Partnering Agency personnel attend an MCCCCD college course at the GRPSTC, they will complete a course registration form and follow other MCCCCD registration procedures.
- 13.5. The Partnering Agencies reserve the right to use their instructors for their respective public safety agency training at the GRPSTC. The Partnering Agency instructors who teach such courses are not subject to Section 13.3 if the courses are not offered for MCCCCD college credit.
- 13.6. All instructors teaching GRPSTC courses shall comply with GRPSTC rules and regulations for instructors.
- 13.7. Nothing herein shall preclude MCCCCD from developing its own course and instructional materials to benefit MCCCCD students. All courses and instructional materials taught at the GRPSTC must be law enforcement or fire science related. Nothing herein shall preclude the GRPSTC from developing its own courses and instructional materials for the benefit of trainees assigned to the GRPSTC by the Partnering Agencies. Moreover, each Partnering Agency may develop its own courses and instructional materials for the benefit of trainees specifically assigned to the GRPSTC by that Partnering Agency.
- 13.8. The Partnering Agencies acknowledge that they might have access to MCCCCD's student educational records at the GRPSTC. The Partnering Agencies agree that they will comply with the requirements of the Family Educational Rights and Privacy Act of 1974 (as may be amended from time to time) to safeguard those records from improper

disclosure, that access to those records will be limited to only those persons whose access is necessary as a function of the GRPSTC, and that those records will not be disclosed without the prior written consent of the student permitting release of the information according to such consent.

14. Hold Harmless and Indemnification

- 14.1. Each Partnering Agency and MCCCCD agree that it will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgement made against that party to the extent arising from any negligent, reckless, or intentional act or omission by any of that party's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.
- 14.2. Each Partnering Agency and MCCCCD shall be solely responsible for the cost of repair of damage to GRPSTC caused by that Partnering Agency or MCCCCD, as the case may be.
- 14.3. Each Partnering Agency and MCCCCD (an "Indemnitor") shall indemnify, hold harmless, and defend the GRPSTC and each other Partnering Agency and MCCCCD (the "Indemnified Parties") against all claims and lawsuits resulting from any claim, demand, cost, or judgment made against the GRPSTC and the Indemnified Parties to the extent arising from any negligent, reckless, or intentional act or omission by any of the Indemnitor's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.
- 14.4. In the event of any lawsuit that names the GRPSTC or more than one Partnering Agency and/or MCCCCD as a defendant ("Defendant Party" or "Defendant Parties"), the Defendant Parties shall seek to secure an allocation of comparative negligence among themselves where appropriate and each Defendant Party shall provide contribution to each other Defendant Party to the extent of the comparative allocation.
- 14.5. The Partnering Agencies and MCCCCD further agree that they are not joint employers for the purpose of workers' compensation coverage and that any Partnering Agency or MCCCCD employee assigned to the GRPSTC shall remain an employee of such Partnering Agency or MCCCCD as the case may be.

15. Insurance

- 15.1. Partnering Agencies and MCCCCD mutually agree to meet their respective financial responsibilities regarding liability arising out of this Agreement through either the purchase of insurance or the provision of a self-funded insurance program.
- 15.2. Each Partnering Agency and MCCCCD shall be fully responsible for any workers' compensation claims made by any individual assigned by that particular Partnering Agency or MCCCCD to the GRPSTC for training, education, or development.

- 15.3. The Center Director shall secure and maintain indemnification and proper proof of insurance coverage from any non-partnering agency assigning individuals to the GRPSTC for training or development.
- 15.4. GRPSTC shall make provision for and maintain all standard and prudent liability insurance coverage with a deductible in an amount equal to the mandatory arbitration limit as set by the Maricopa County Superior Court. Coverage shall be secured through the placement of coverage with a third-party insurer. All coverage costs will be incorporated into the GRPSTC annual O&M Budget and will be pro-rated per the Pro Rata Share of the Partnering Agencies, and MCCCCD annually, as established in Section 12.
- 15.5. This section shall be limited to the extent provided for insurance secured through a third-party insurer in the contract. The authority for settling any claim or lawsuit against the GRPSTC or all of the Partnering Agencies and MCCCCD shall lie with the Executive Board. It shall be provided for by funds allocated among the Partnering Agencies and MCCCCD, whether such funds are available through the GRPSTC annual budget or additional contributions from the Partnering Agencies and MCCCCD are required. Except to the extent provided for in the contract for insurance secured through a third-party insurer, the authority to settle any claim or lawsuit arising out of or in settling any claim or lawsuit against the GRPSTC or all of the Partnering Agencies and MCCCCD shall lie with the use or operation of the GRPSTC made against an individual Partnering Agency, MCCCCD or some of the Partnering Agencies and/or MCCCCD not amounting to all of the Partnering Agencies and MCCCCD shall lay with the individual Partnering Agency, Agencies and/or MCCCCD in accordance with any governing legal authorities applicable to such Partnering Agency, Agencies and/or MCCCCD, as the case may be.
- 15.6. Glendale will obtain property insurance on an all-risk, replacement-cost basis for coverage of the GRPSTC. Under the property insurance charge, Glendale will develop a charge for losses within its deductibles. The costs of property insurance and the charge for losses with deductibles will be pro-rated per the Pro Rata Share of the Partnering Agencies and MCCCCD on an annual basis, as established in Section 12.
- 15.7. This section shall be limited to the extent provided for insurance secured through a third-party insurer in the contract. All claims or lawsuits filed against the GRPSTC or all the Partnering Agencies and MCCCCD shall be handled under the direction of the Glendale City Attorney. In the event a liability claims, or lawsuit is filed against the GRPSTC or all the Partnering Agencies and MCCCCD related to the use and operation of the GRPSTC, there shall be a meeting between the risk managers and staff attorneys from each Partnering Agency and MCCCCD to discuss how best to address the claim or lawsuit. Should the parties agree to settle any claim or lawsuit against the GRPSTC, the risk managers and staff attorneys will make such a recommendation to the Executive Board. In the event of a disagreement among the risk managers and staff attorneys regarding legal strategies, tactics, and options involving a claim or lawsuit against the GRPSTC or all the Partnering Agencies and MCCCCD, the Glendale City Attorney shall have the final determination. Notwithstanding the foregoing, the authority to settle any claim or lawsuit arising out of or in connection with the use or operation of the GRPSTC made against an

individual Partnering Agency or MCCCCD or some of the Partnering Agencies and MCCCCD not amounting to all of the Partnering Agencies, and MCCCCD shall lay with the individual Partnering Agency, Agencies, and/or MCCCCD in accordance with any governing legal authorities applicable to such Partnering Agency, Agencies, and/or MCCCCD as the case may be.

16. Agreement Modification and Integration

- 16.1. Prior to processing an amendment, the Chiefs' Board shall provide a recommendation and forward it to the Executive Board for approval. To be effective, any modification of this Agreement must be in writing, signed by the parties, and approved by their respective governing bodies. The addition of any new Partnering Agency or a substitute Partnering Agency as provided for in Section 17 below shall constitute an amendment to this Agreement. It shall be processed pursuant to this section.
- 16.2. This Agreement, including the attachments and any amendments and other documents specifically incorporated by reference, represents the entire understanding of the parties for the matters contained herein. Oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement.

17. Termination of Agreement and Assignment

- 17.1. Voluntary Termination
- 17.1.1. Any party wishing to terminate participation prior to the end of the 5-year term must provide no less than 12 months' written notice of intent to terminate.
- 17.1.2. Any party voluntarily terminating in accordance with this section shall forfeit any of its Phase I, II, III, or IV capital construction contributions to the extent paid and any contribution made to the annual operating, maintenance, and repair costs referenced in Section 12 of this agreement.
- 17.1.3. The Partnering Agencies acknowledge that Phases I, II, III, and IV are planned and budgeted based on all of the Partnering Agencies' full participation in the 5-year term of this Agreement. Therefore, notwithstanding the voluntary termination of a Partnering Agency, such Partnering Agency shall be liable for any costs associated with restructuring or reconfiguring the site plans for the physical facilities of the Center as a result of such withdrawal.
- 17.1.4. After a voluntary termination, the Partnering Agency or MCCCCD may rent space at the GRPSTC under the same terms and conditions as any other non-participating agency.
- 17.2. Assignment
- 17.2.1. A party may fully assign its rights and obligations under this Agreement as provided herein. No partial assignment of a party's rights and obligations hereunder shall be permitted.

17.2.2. Before any assignment, a party desiring to make an assignment of all of its rights and obligations hereunder (the "Assigning Party") must first offer to all of the remaining parties collectively (the "Remaining Parties") the right to acquire the Assigning Party's rights and obligations under terms and conditions mutually agreeable to all of the parties. If the Remaining Parties choose not to collectively acquire the Assigning Party's rights and obligations under this Agreement, the Assigning Party must offer to any one or more of the Partnering Agencies or MCCCCD individually or in a group less than the whole of the Remaining Parties the right to acquire the Assigning Party's rights and obligations under terms and conditions mutually agreeable to those parties. If no individual or group of Remaining Parties chooses to acquire the Assigning Party's rights and obligations under this Agreement, the Assigning Party may offer to assign its rights and obligations under this Agreement to another governmental agency ("New Partner") under the same terms and conditions as offered to the Remaining Parties previously. An assignment to a non-governmental agency shall not be permitted.

17.2.3. The Assigning Party's rights and obligations hereunder may only be assigned by a written instrument approved by the respective governing bodies of the New Partner and Remaining Parties, expressly assigning such rights, and approved by the governing body of the New Partner, specifically assuming such rights and obligations.

17.2.4. Upon approval of an assignment and assumption hereunder, the Assigning Party's rights and obligations hereunder shall terminate.

17.3. Involuntary Termination

17.3.1. The failure of any party to adhere to the terms and conditions of this Agreement, including timely payment of fees due, may constitute grounds for that party's involuntary termination from participation in the GRPSTC.

17.3.2. A party in breach of any of the terms of this Agreement ("Breaching Party") must be notified in writing by the Center Director that, unless it comes into compliance within thirty (30) days of receipt of written notice, its participation in the GRPSTC may be involuntarily terminated.

17.3.3. If the Breaching Party fails to remedy the breach within the specified time frame, the issue of its involuntary termination will be considered by the Executive Board if the Chiefs' Board recommends by a majority vote to the Executive Board that the Breaching Party be involuntarily terminated.

17.3.4. The Executive Board will provide the Breaching Party an opportunity to appear before it and to show why its participation in the GRPSTC should not be involuntarily terminated. The failure of the Breaching Party to appear shall constitute a waiver of any future right to do so.

17.3.5. Upon unanimous agreement of the parties not in default, the Executive Board will notify the Breaching Party in writing that its participation in the GRPSTC is terminated and that it will forfeit any claim to any GRPSTC assets.

- 17.4. Glendale retains the right to seek legal redress, if necessary, to obtain payment on amounts due from other Partnering Agencies and MCCCCD.
- 17.5. A Partnering Agency or MCCCCD terminated for late, or non-payment forfeits any claim to any GRPSTC assets or use of the GRPSTC as a party to this Agreement.
- 17.6. A Partnering Agency or MCCCCD whose participation in the GRPSTC has been involuntarily terminated in accordance with this section shall forfeit any of its Phase I, II, III, or IV capital construction contributions to the extent paid as well as any contribution made to the annual operating, maintenance, and repair costs referenced in Section 12 of this agreement.

18. Grievance and Arbitration

- 18.1. All parties to this Agreement shall try to resolve conflicts with the parties involved. If a settlement is not obtained, these parties can submit a grievance first to the Chiefs' Board and then to the Executive Board. If settlement on an issue cannot be reached between the grieving agency and first the Chiefs' Board and then the Executive Board, binding arbitration shall be employed to reach a settlement.
- 18.2. The Partnering Agencies and MCCCCD shall maintain a list (the "Arbitrator List") of three (3) or more individuals who the Partnering Agencies and MCCCCD have agreed are qualified to resolve disputes subject to arbitration. The individuals listed on the Arbitrator List from time to time shall be independent from the Partnering Agencies and MCCCCD. They shall have no material financial or personal relationship with any of the Partnering Agencies. The Partnering Agencies and MCCCCD shall attempt to agree to the initial Arbitrator List as part of the Operations Manual. The individual to be designated as the arbitrator ("Arbitrator") for a given dispute subject to arbitration shall be elected from the Arbitration List by the consent of the Partnering Agencies and MCCCCD, or at the request of one Partnering Agency or MCCCCD, by random selection from the Arbitration List.
- 18.3. No Arbitrator shall be removed from the Arbitrator List except by death or resignation without the consent of Partnering Agencies and MCCCCD. After the initial selection of the Arbitrator List, or in the event of a vacancy on the Arbitrator List, no individual will be added to the Arbitrator List without consent of all of the Partnering Agencies and MCCCCD. If the Partnering Agencies and MCCCCD cannot agree to the selection of a new Arbitrator for the Arbitrator List, the remaining Arbitrators will choose an individual to fill the vacancy.
- 18.4. A dispute hearing shall be held within ninety (90) days of the selection of the Arbitrator.
- 18.5. The arbitration hearing shall generally be conducted in accordance with the Arizona Rules of Civil Procedure and the Arizona Rules of Evidence, except as modified herein and as may be modified by the Arbitrator to provide for the most fair and efficient hearing.

- 18.6. It shall be the duty of the Arbitrator to hear and consider evidence submitted by the parties and to make written findings of fact and a disposition of the dispute, which shall be final and binding in nature, except as to issues of law.
- 18.7. Each party to a hearing before an Arbitrator shall bear their own expenses.
- 18.8. The remaining agencies of the GRPSTC and the grieving agency shall bear one-half of the arbitrator's fees and expenses.

19. No Third-Party Rights Created

- 19.1. Nothing in this Agreement confers any right to any person (including, but not limited to, those persons holding positions identified in Sections 9.2 and 9.3) or entity not a party to this Agreement.
- 19.2. In addition, persons holding positions identified in Sections 9.2 and 9.3 have no right to file or pursue the grievance and arbitration provisions set forth in Section 18 above.

20. General Terms

- 20.1. No member official or employee of any of the Partnering Agencies or MCCCCD may have any direct or indirect interest in this Agreement nor participate in any decision relating to the Agreement that is prohibited by law. All parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511.
- 20.2. Each Partnering Agency and MCCCCD warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement other than the normal costs of conducting business and the costs of professional services.
- 20.3. No member, official, or employee of any Partnering Agency or MCCCCD will be personally liable to the other Partnering Agencies or MCCCCD, or any successor in interest, in the event of any default or breach by that Partnering Agency or MCCCCD or for any amount which may become due to another Partnering Agency or MCCCCD, or on any obligation under the terms of this Agreement.
- 20.4. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- 20.5. If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, the remaining provisions will not be affected and will remain valid and enforceable to the fullest extent permitted by law, provided that such severability does not defeat the fundamental purposes of this Agreement.

20.6. The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

IN WITNESS WHEREOF, THE PARTIES HERETO DO AFFIX THEIR SIGNATURES:

{SIGNATURES OF THE RESPECTIVE PARTNERING AGENCIES AND MCCCCD ARE SET FORTH ON FIVE SEPARATE PAGES FOLLOWING THIS PAGE}

CITY OF GLENDALE

BY: _____

ITS: _____

DATE: _____

ATTEST:

GLENDALE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing regional public safety training center intergovernmental agreement between City of Glendale, City of Peoria, City of Surprise, City of Avondale, and Maricopa County Community College District is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

GLENDALE CITY ATTORNEY

CITY OF PEORIA

BY: _____

ITS: _____

DATE: _____

ATTEST:

PEORIA CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing regional public safety training center intergovernmental agreement between City of Glendale, City of Peoria, City of Surprise, City of Avondale, and Maricopa County Community College District is in proper form and is within the powers and authority of the City of Peoria granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

PEORIA CITY ATTORNEY

CITY OF SURPRISE

BY: _____

ITS: _____

DATE: _____

ATTEST:

SURPRISE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing regional public safety training center intergovernmental agreement between City of Glendale, City of Peoria, City of Surprise, City of Avondale, and Maricopa County Community College District is in proper form and is within the powers and authority of the City of Surprise granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

SURPRISE CITY ATTORNEY

CITY OF AVONDALE

BY: _____

ITS: _____

DATE: _____

ATTEST:

AVONDALE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing regional public safety training center intergovernmental agreement between City of Glendale, City of Peoria, City of Surprise, City of Avondale, and Maricopa County Community College District is in proper form and is within the powers and authority of the City of Avondale granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

AVONDALE CITY ATTORNEY

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

BY: _____

ITS: _____

DATE: _____

ATTEST:

BOARD CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing regional public safety training center intergovernmental agreement between City of Glendale, City of Peoria, City of Surprise, City of Avondale, and Maricopa County Community College District is in proper form and is within the powers and authority of the Maricopa County Community College District granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

MCCC DISTRICT GENERAL COUNSEL

EXHIBIT A
Map, Site Plan, and Project Narrative for the
Glendale Regional Public Safety Training Center (GRPSTC)

GRPSTC - Joint Use Training Center Master Plan Update



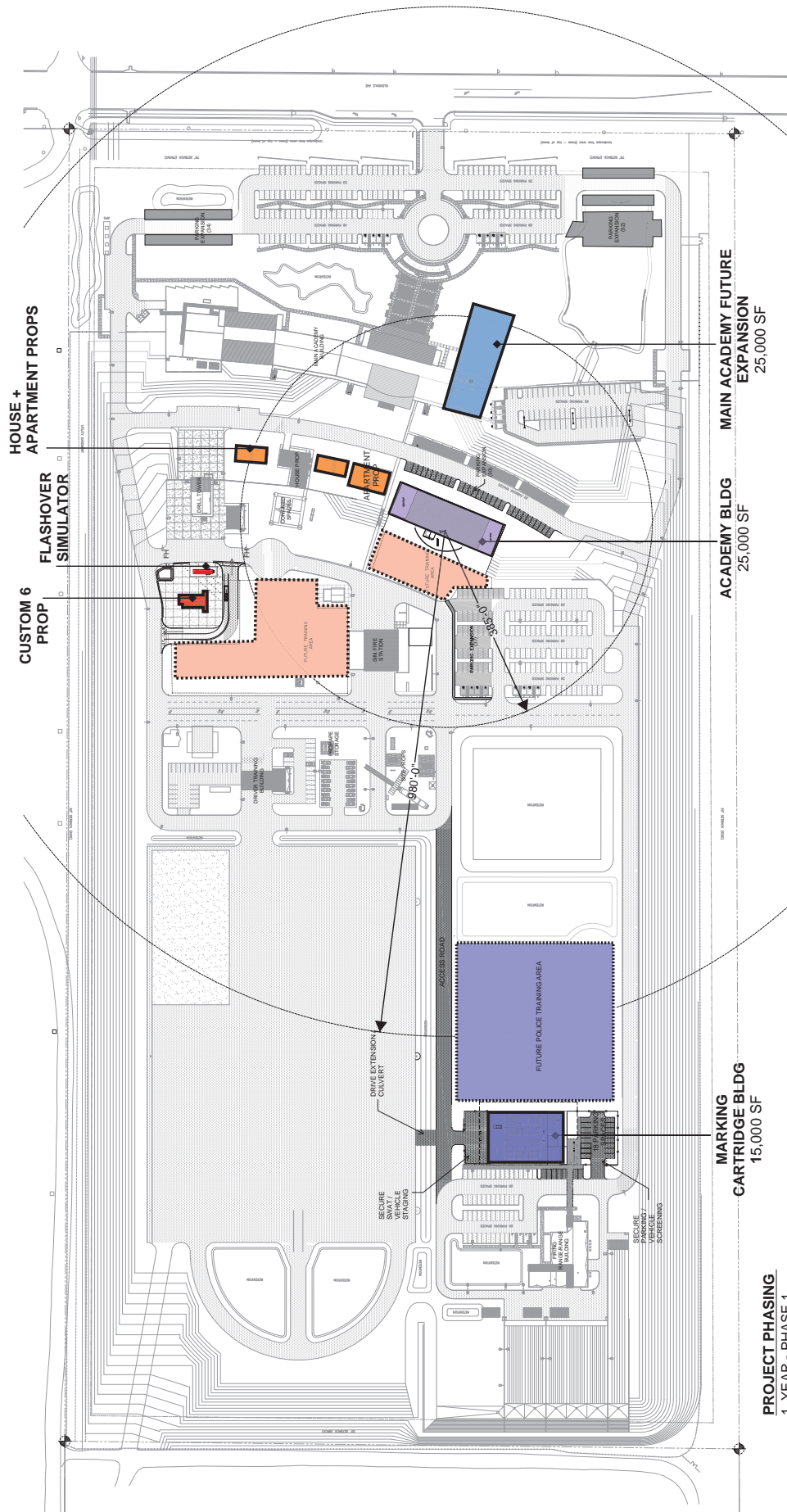
GRPSTC Master Plan

- Existing Campus
 - Levee
 - EOC (Emergency Operations Center)
 - Administration
 - Classrooms / CPAT
 - Driver's Training Canopy / Track
 - Burn Prop / Drill Tower / House Prop / Conf. Space
 - Flashover Prop / Roof Framing Prop / Site Props
 - Simulated Fire Station
 - Firing Range / Range Building
- Future Phases - Original Masterplan
 - Gymnasium
 - Auditorium / Museum
 - Additional Classrooms / Admin
 - Cafeteria / Retail
 - Receiving Warehouse
 - Drivers Training Building
 - Outdoor training / bleachers
 - Swift Water Rescue
 - Apartment / Additional House Props
 - Big Box / Strip Mall / Gas Station
 - Driver Training Building
 - Simulated Police Station / Safety Building
 - SIMS Village + K9 Training + Kennels
- Masterplan Update – Current Needs / Priorities
 - Class A Burn Prop
 - Marking Cartridge Building
 - Classrooms / Admin / PC / Locker Expansion
 - Future Police + Fire Training Props
 - Parking Expansion



LEA Architects, LLC

GRPSTC MASTER PLAN UPDATE + PHASING PLAN



- PROJECT PHASING**
- 1 YEAR - PHASE 1
 - Class A Burn Props - Custom 6 and Flashover
 - 2-5 YEARS - PHASE 2
 - Marking Cartridge Building - 15,000 SF - Parking Expansion
 - Police and Fire Academy Building - 25,000 SF - Parking Expansion
 - Fire Apartment and House Props
 - 5-10 YEARS - PHASE 3
 - Future Fire Training Prop Area
 - Future Police Training Area
 - 10-20 YEARS PHASE 4
 - Main Campus Building Expansion - Parking Expansion



OVERALL MASTERPLAN - OPTION 4

MARKING CARTRIDGE BLDG 15,000 SF

HOUSE + APARTMENT PROPS

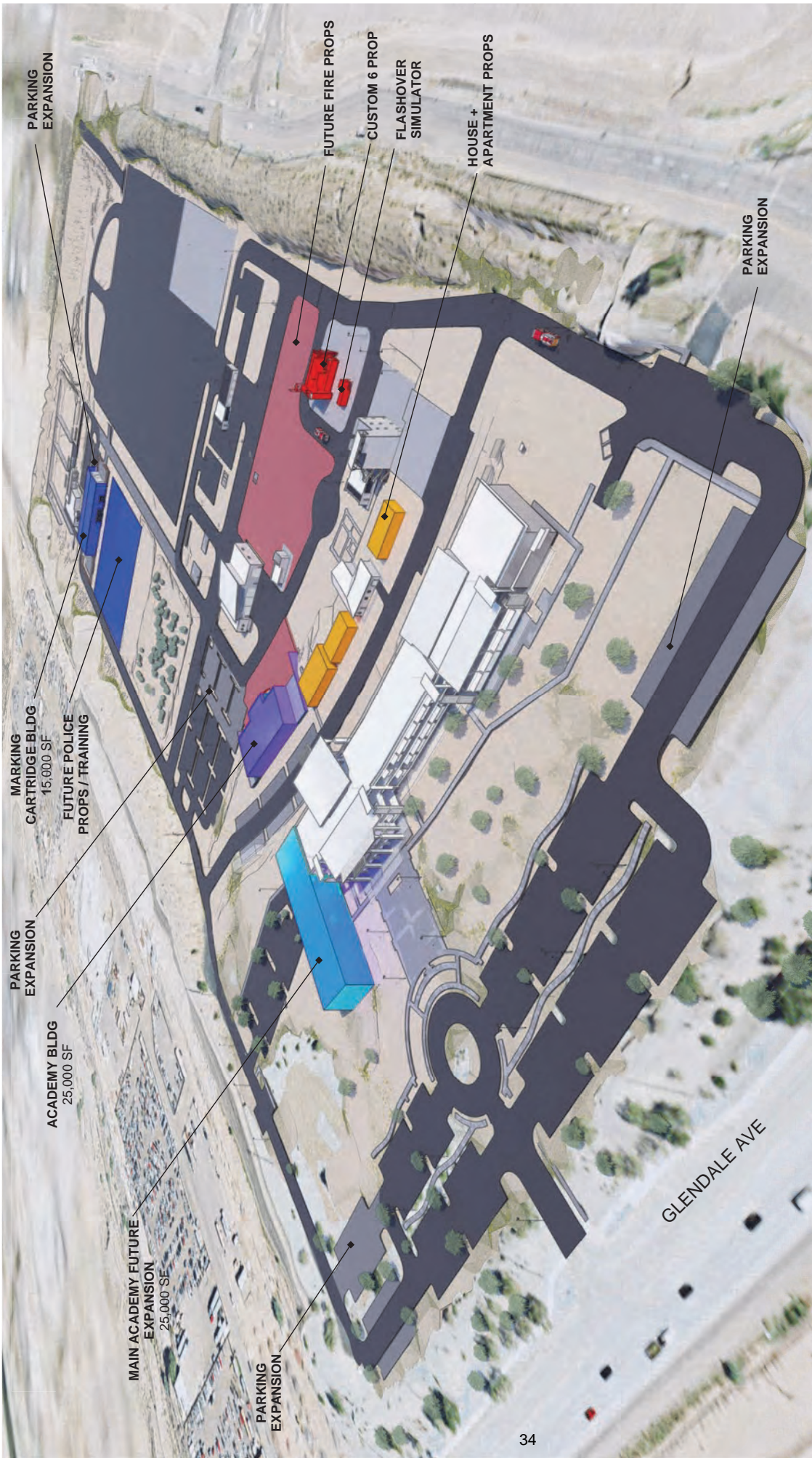
FLASHOVER SIMULATOR

CUSTOM 6 PROP

ACADEMY BLDG 25,000 SF

MAIN ACADEMY FUTURE EXPANSION 25,000 SF

GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER - MASTER PLAN UPDATE 11650 W. GLENDALE AVE.	
LEA / LAWRENCE BRYANT ARCHITECTS 1750 EAST MORTENBACH PHOENIX, AZ ARCHITECTURE PLANNING INTERIORS CONSTRUCTION ADMINISTRATION	
DATE: 03-19-24 SHEET NO: 11/20 SHEET TITLE: MASTERPLAN	DRAWN BY: [Name] CHECKED BY: [Name] DATE: [Date]



GRPSTC MASTER PLAN EXPANSION - SOUTH EAST AERIAL VIEW

PROJECT PHASING

- 1 YEAR - PHASE 1
 - Class A Burn Propts - Custom 6 and Flashover
- 2-5 YEARS - PHASE 2
 - Marking Cartridge Building - 15,000 SF - Parking Expansion
 - Police and Fire Academy Building - 25,000 SF - Parking Expansion
 - Fire Apartment and House Propts
- 5-10 YEARS - PHASE 3
 - Future Fire Training Prop Area
 - Future Police Training Area
- 10-20 YEARS PHASE 4
 - Main Campus Building Expansion - Parking Expansion

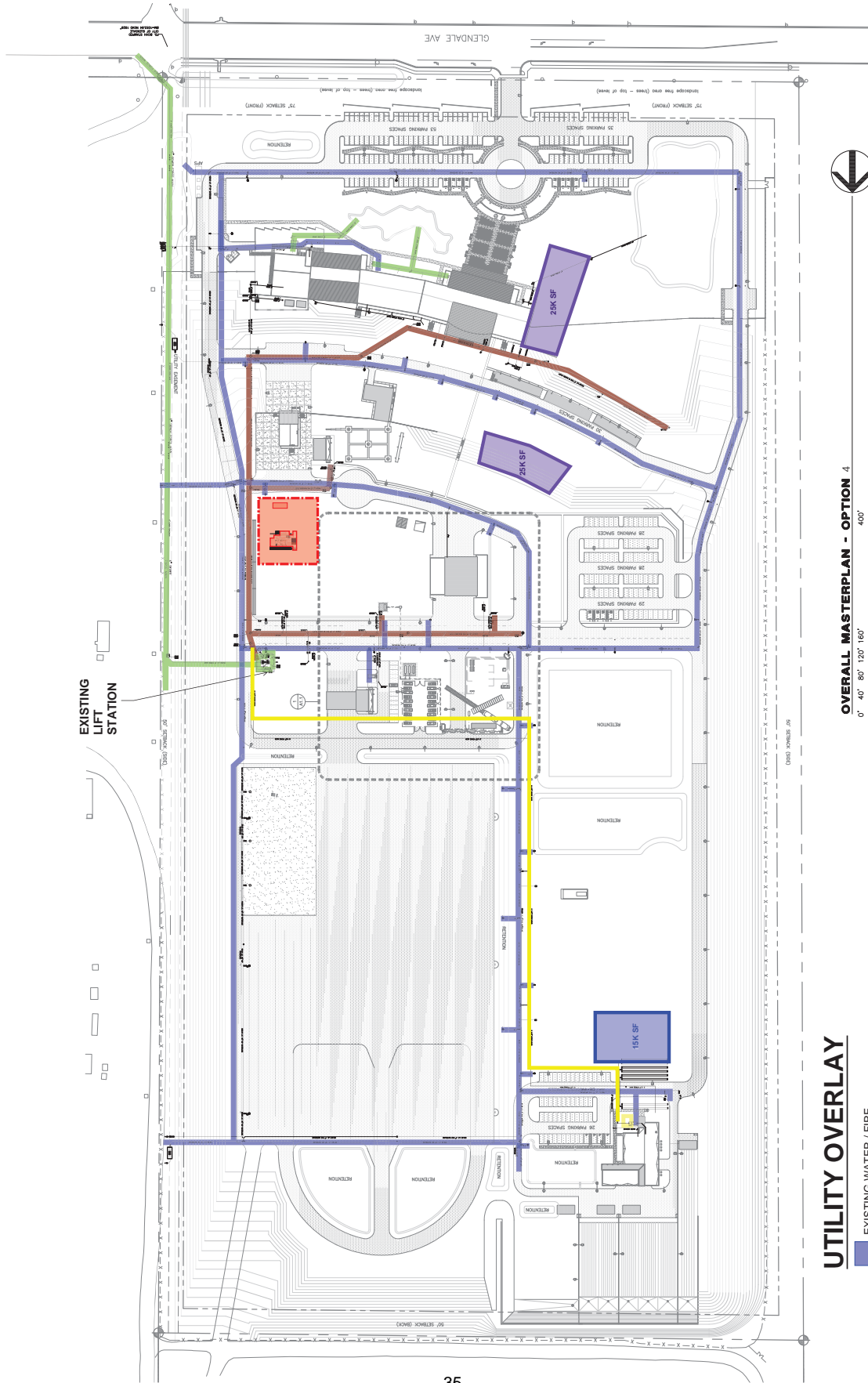
DATE	05-19-24	BY	SS/SS/SS
DESIGNED	LE	CHECKED	LE/PA
SHEET TITLE			
REVISED			
<small> 1. THIS IS A PRELIMINARY PLAN. IT IS SUBJECT TO CHANGE WITHOUT NOTICE. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION AND DATA PROVIDED HEREON. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. </small>			

GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER - MASTER PLAN UPDATE
11650 W. GLENDALE AVE.

LEA / LAWRENCE ENYART ARCHITECTS
750 EAST NORTHERN PLAZA, SUITE 100
PHOENIX, AZ 85022
ARCHITECT/PLANNER PLANNERS INTERNATIONAL CONSULTING GROUP, INC.



GRPSTC SITE UTILITY INFRASTRUCTURE



UTILITY OVERLAY

- EXISTING WATER / FIRE
- EXISTING FORCE MAIN
- EXISTING GRAVITY SEWER
- NEW FORCE MAIN / EJECTOR

OVERALL MASTERPLAN - OPTION 4
 0' 40' 80' 120' 160' 400'



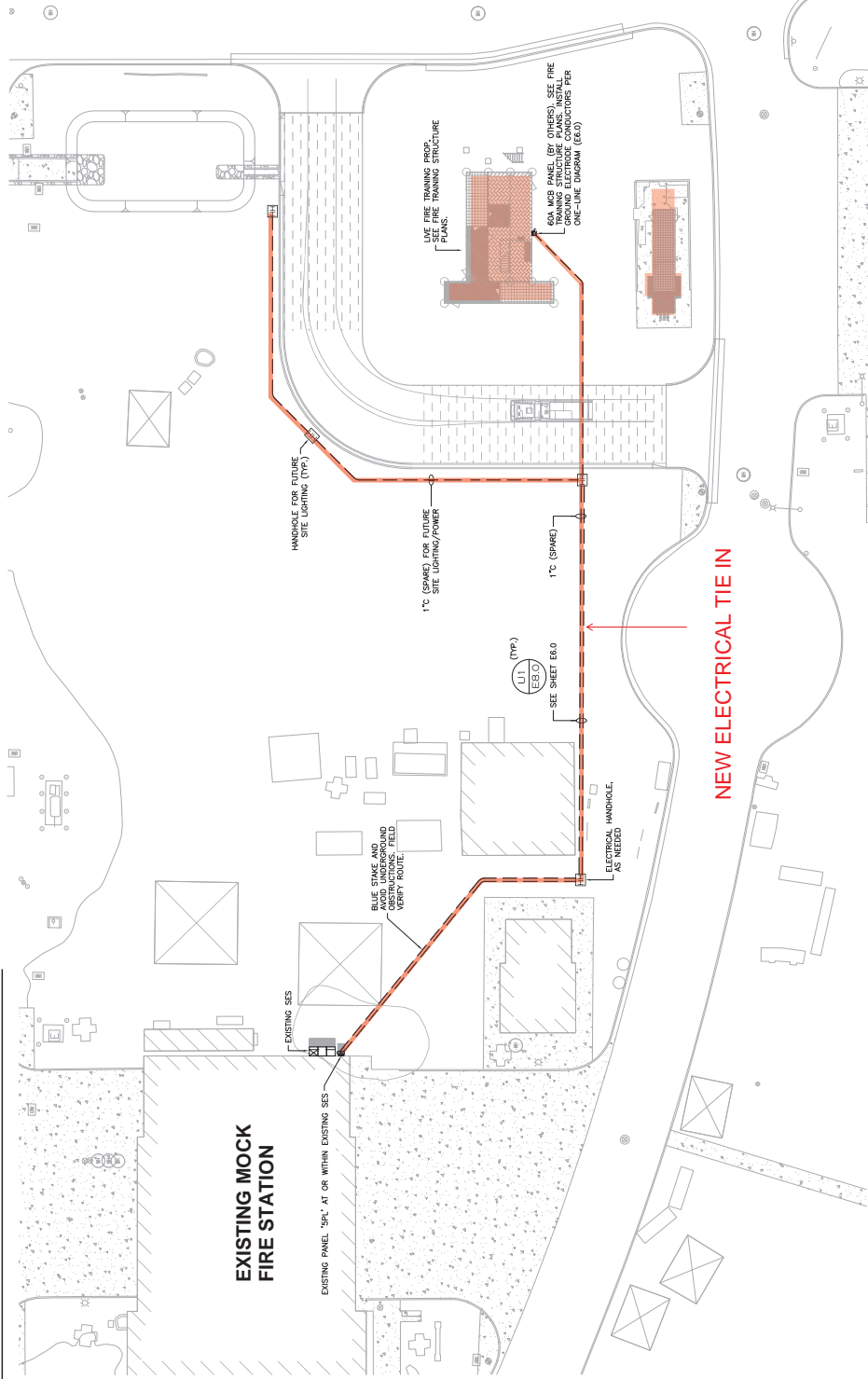
DATE	03-19-24	BY	SS/SS/SS
APP'D	LE	CHK'D	LE/PA
SHEET TITLE			
UTILITY OVERLAY			

GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER - MASTER PLAN UPDATE
 11650 W. GLENDALE AVE.

LEA / LAWRENCE ENYART ARCHITECTS
 1750 EAST NORTHERN PHOENIX, AZ
 ARCHITECTS/PLANNERS/ENGINEERS/INTERIORS/CONSTRUCTION ADMINISTRATION



PHASE 1 / 1A - CUSTOM 6 + FLASHOVER CLASS A PROPS



1 ELECTRICAL SITE PLAN
SCALE: 1"=20'-0"

GENERAL NOTES

- REFER TO ELECTRICAL LEGEND AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- PROVIDE DETECTABLE UNDERGROUND LOCATION DEVICE (MIN. #18 COPPER CONDUCTORS PER A.S. 401-801.22M).

DATE	03-22-24
DESIGN BY	ETS/AO/AM
CHECKED BY	WM
JOB NO.	240119
REVISION	
SHEET TITLE ELECTRICAL SITE PLAN	



VOLTA

1730 E. Northern Avenue, Ste. 120, Phoenix, AZ 85020
Tel: (480) 659-0571, VoltaUS.com

Call at least three full working days before you begin excavation.

ARIZONA811

ARIZONA811
ARIZONA STATE, INC.
1000 N. CENTRAL AVENUE, SUITE 200
PHOENIX, ARIZONA 85004
P: 602.955.8111
www.arizona811.com



GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER
CUSTOM 6 BURN PROP & FLASHOVER SIMULATOR PROP
11650 W. GLENDALE AVE., GLENDALE, AZ

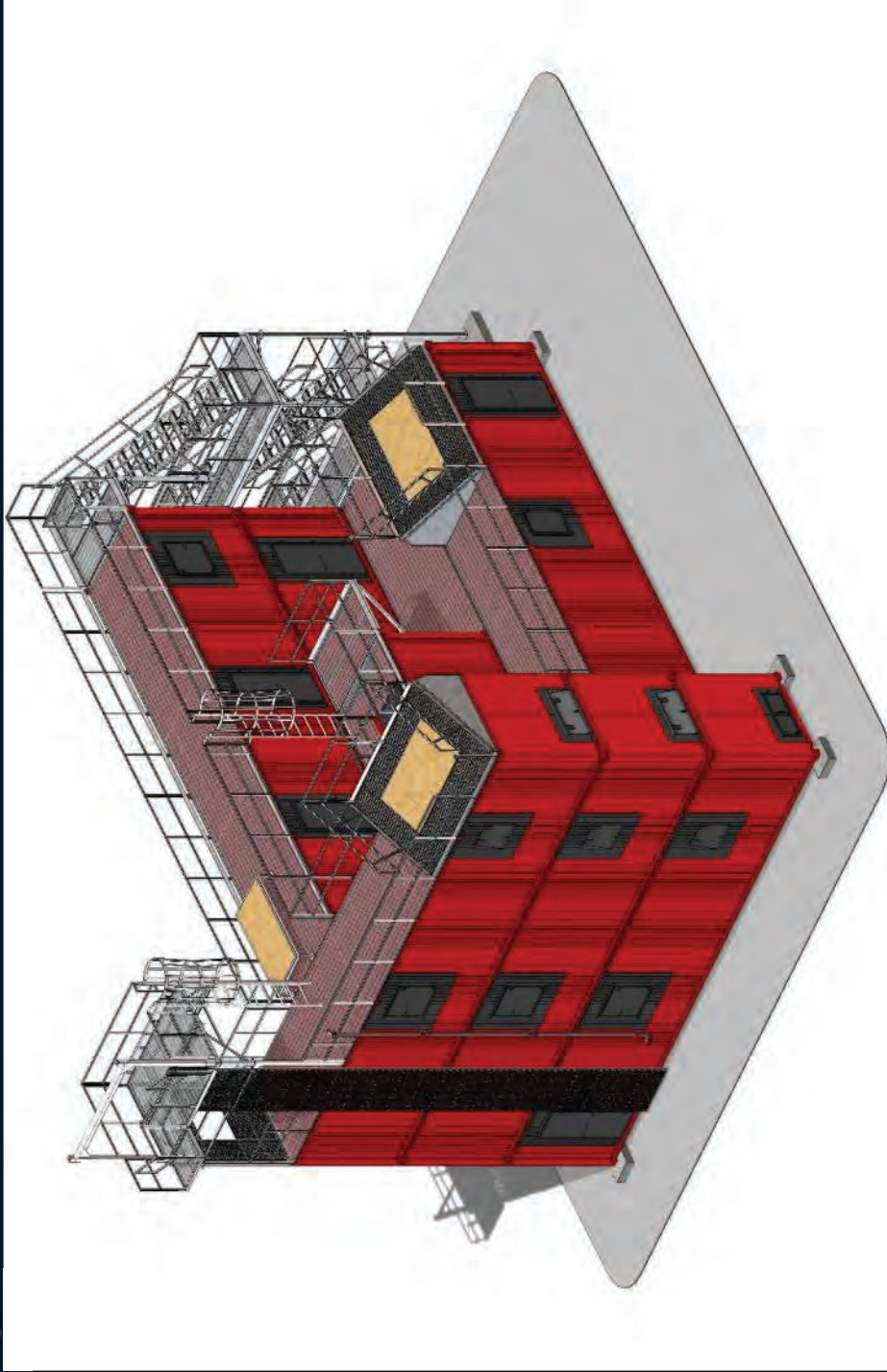
LEA - ARCHITECTS, LLC
1730 EAST NORTHERN AVENUE
PHOENIX, AZ

ARCHITECTURE PLANNING INTERIORS
CONSTRUCTION MANAGEMENT

Glendale



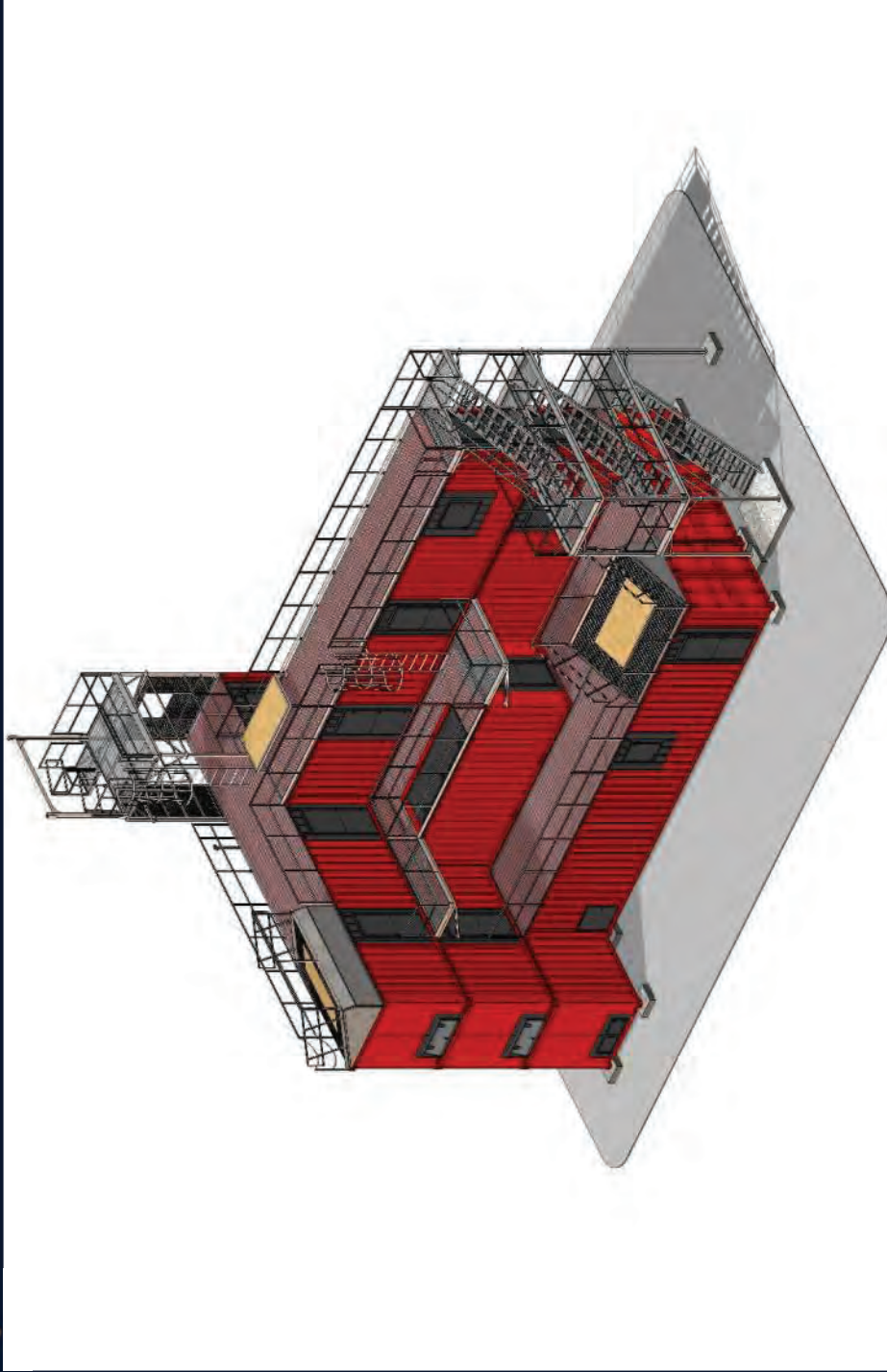
West Coast: Phoenix, AZ
East Coast: Long Island, NY
1-877-268-8303
www.FireTrainingStructures.com



GRPSTC CITY OF GLENDALE, AZ TRAINING FACILITY



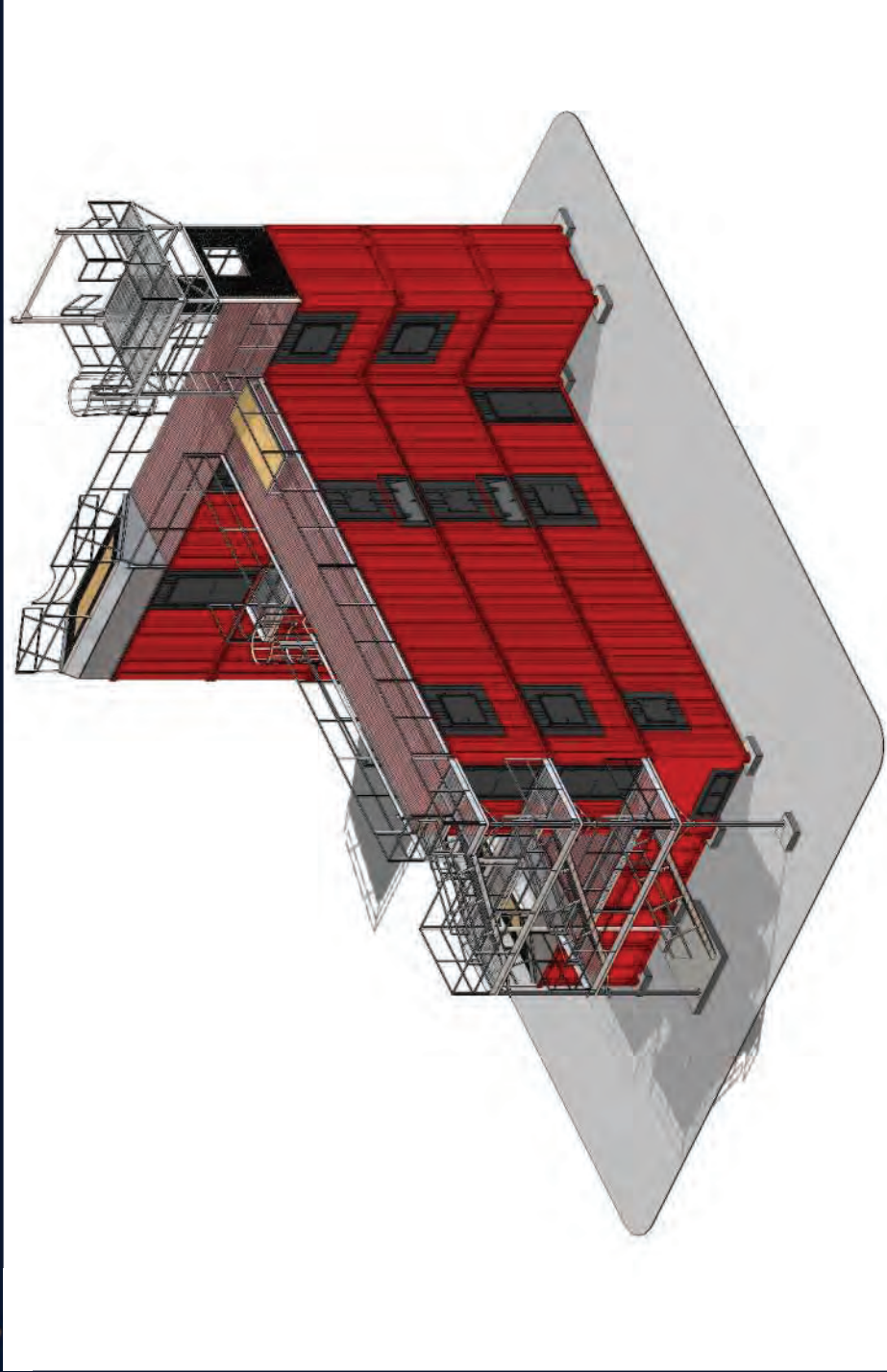
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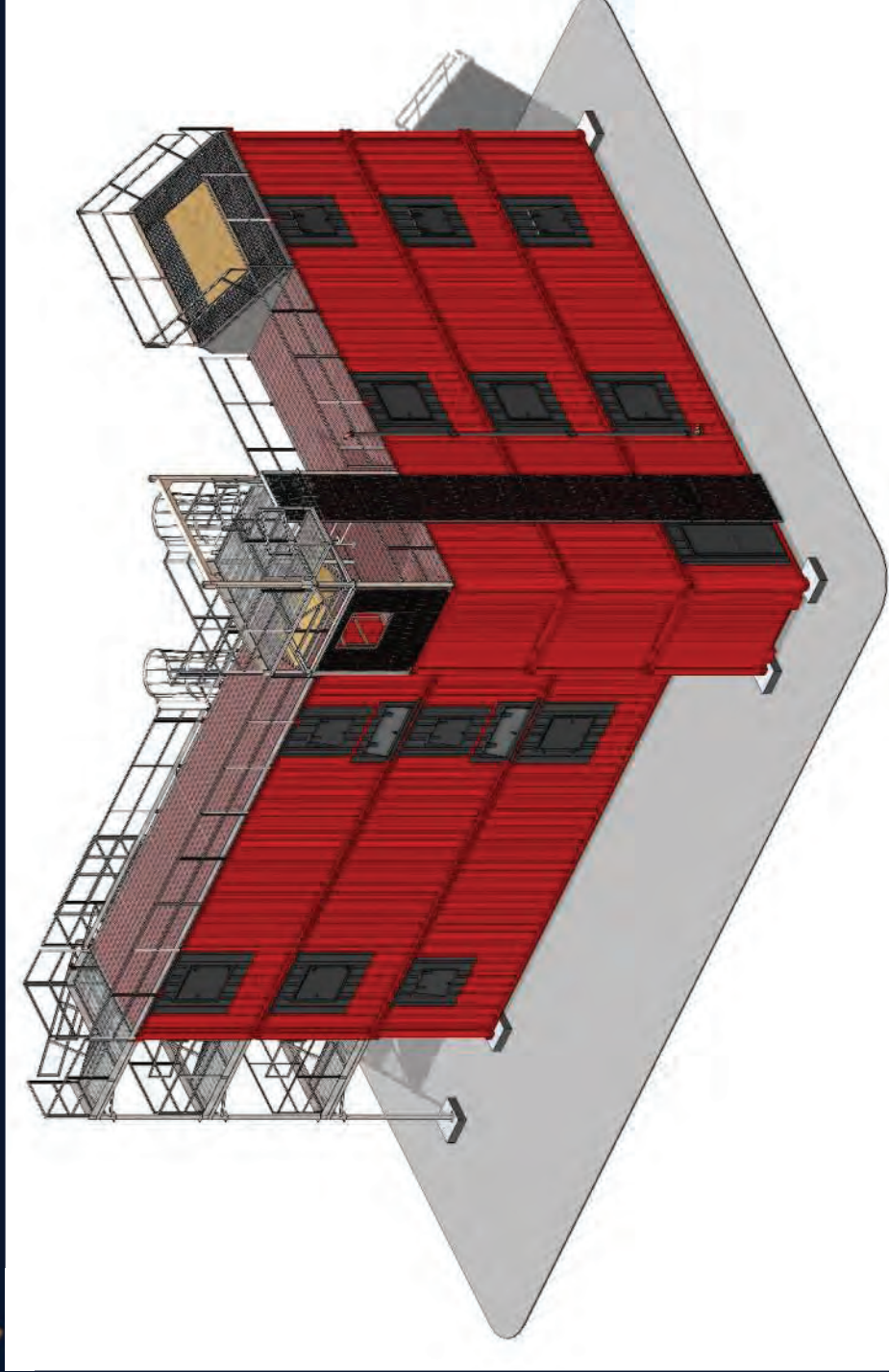
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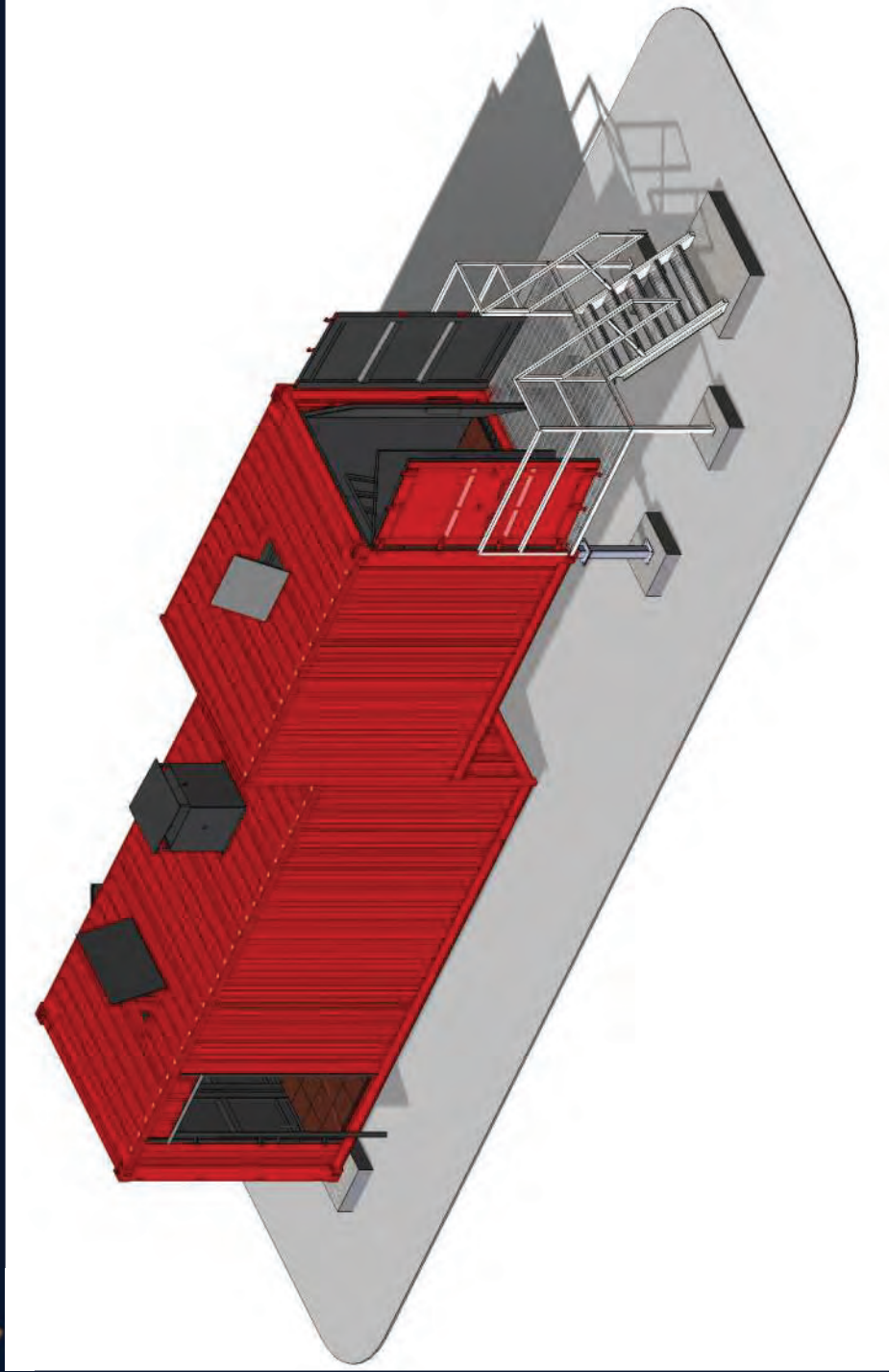
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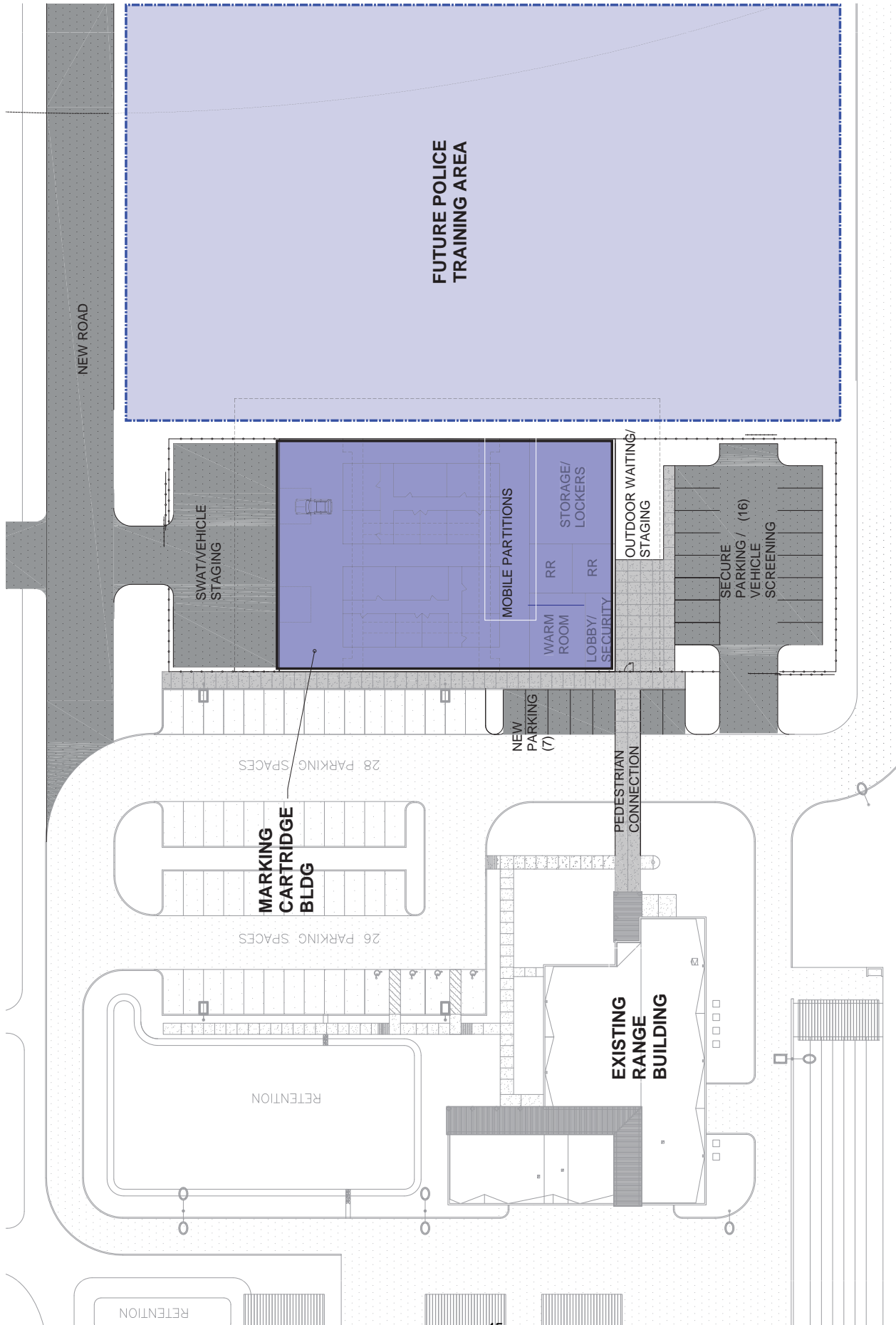
West Coast: Phoenix, AZ
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1-877-268-8303
www.FireTrainingStructures.com



GRPSTC CITY OF GLENDALE, AZ TRAINING FACILITY



PHASE 2A - MARKING CARTRIDGE BUILDING - PHASE 3B FUTURE POLICE TRAINING AREA



DATE	03-19-24	NO.	083008
BY	LE	PROJECT	12/20
SHEET TITLE			
MARKING CARTRIDGE AREA - OPTION 4			
<small> 1. THIS IS A PRELIMINARY DESIGN. IT IS NOT TO BE USED FOR CONSTRUCTION. </small>			
<small> 2. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS IN PARENTHESES ARE IN FEET. </small>			
<small> 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. </small>			
<small> 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED. </small>			
<small> 5. DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED. </small>			

GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER - MASTERPLAN UPDATE
 11550 W. GLENDALE AVE.

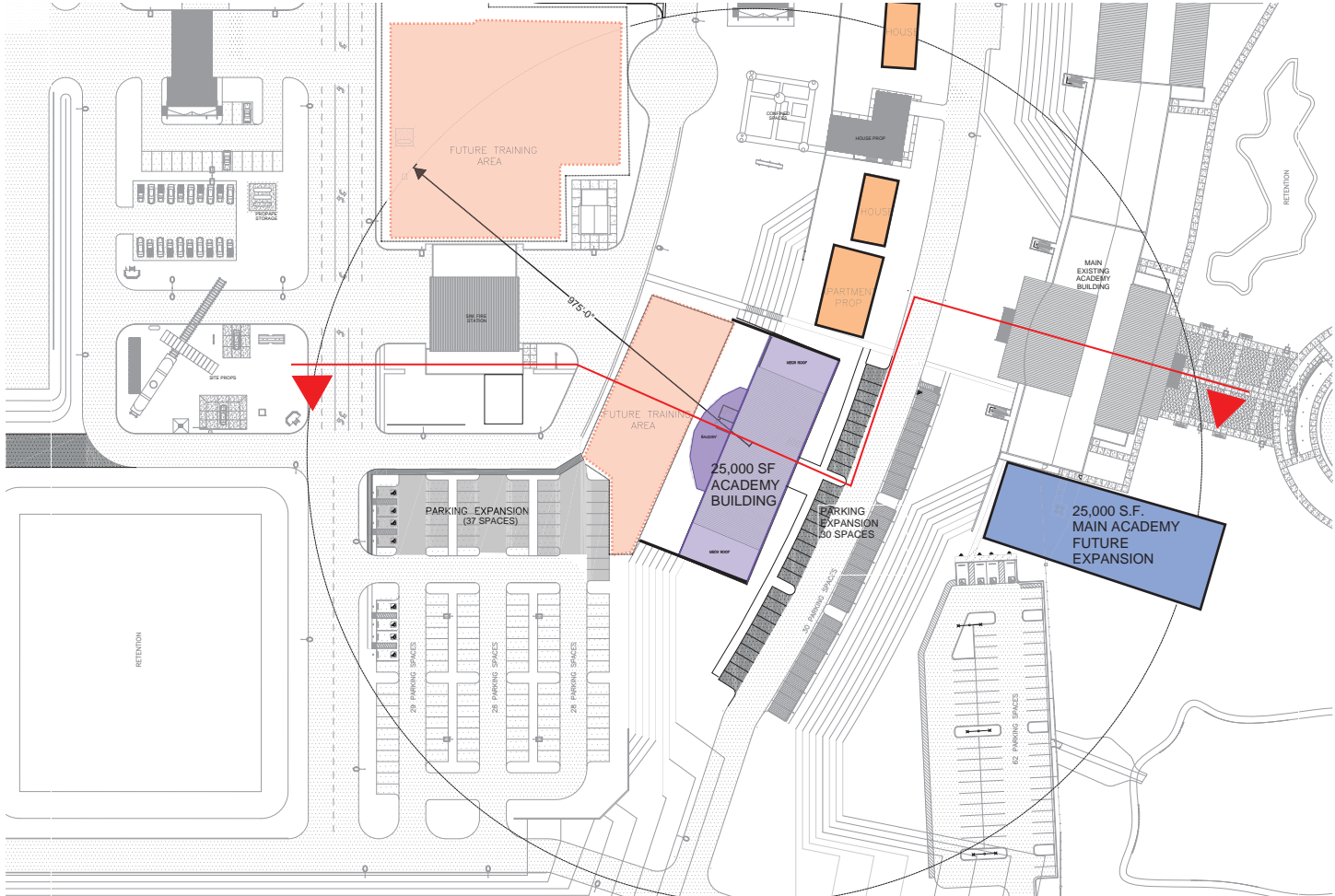
LEA / LAWRENCE BRYANT ARCHITECTS
 11550 W. GLENDALE AVE., SUITE 100
 GLENDALE, CA 91204
 ARCHITECT/PLANNER/INTERIOR DESIGNER/SCULPTOR/ARTIST



MARKING CARTRIDGE AREA - OPTION 4



PHASE 2B - POLICE AND FIRE ACADEMY BUILDING - PHASE 2C - RES. FIRE PROPS - PHASE 3A FIRE TRAINING AREA - PHASE 4 MAIN CAMPUS BUILDING EXPANSION



ACADEMY BUILDING/MAIN ACADEMY EXPANSION - OPTION 4



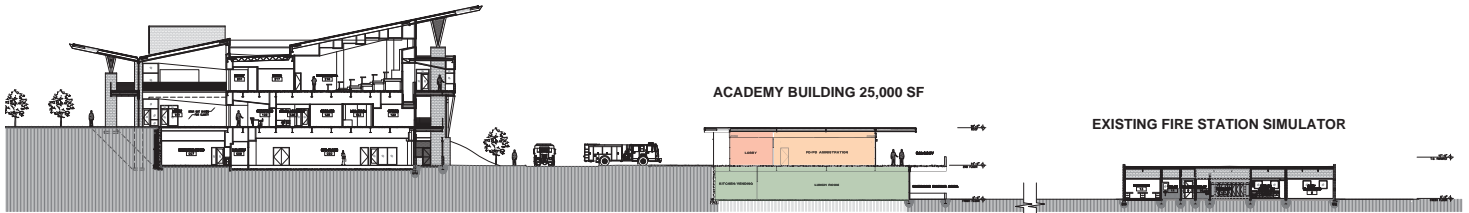
DATE	03-18-24	BY	ESP/BOB
DESIGNED	LE	CHECKED	LE/NU
SHEET TITLE			
ACADEMY BUILDING/MAIN ACADEMY EXPANSION - OPTION 4			
PROJECT			
GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER - MASTERPLAN UPDATE			
11650 W. GLENDALE AVE.			

LEA / LAWRENCE BRYANT ARCHITECTS
 1750 EAST MORTIMER AVENUE, SUITE 100
 GLENDALE, ARIZONA 85305
 ARCHITECTURE PLANNING INTERIOR CONSTRUCTION DESIGN



EXISTING MAIN CAMPUS BUILDING

PHASE 2B - POLICE AND FIRE ACADMEY BUILDING

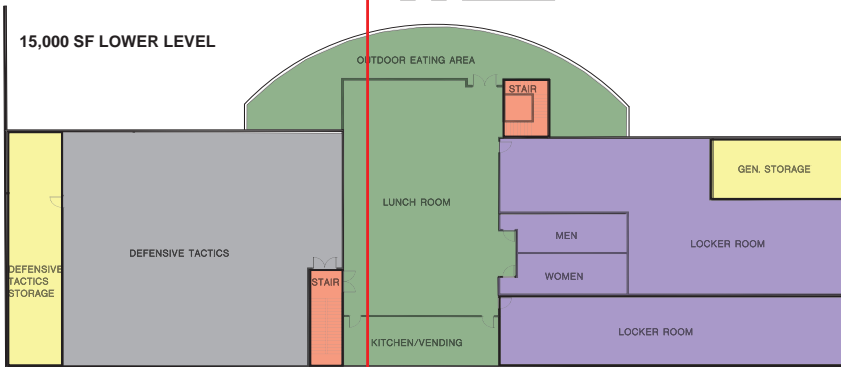
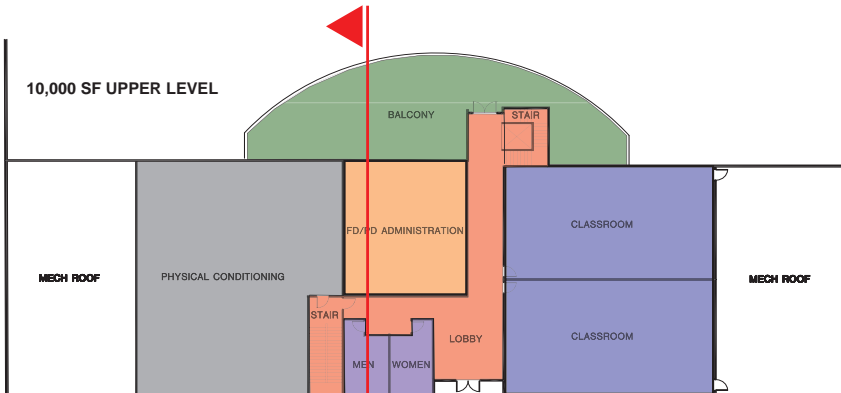


OVERALL SITE SECTION



PROGRAMMING:

- CLASSROOM
- ASSEMBLY
- ADMINISTRATION
- CIRCULATION
- UTILITY/STORAGE
- RESTROOM/LOCKER
- PHYSICAL CONDITIONING



DATE	03-19-24	NO.	202303
DESIGNED BY	LE	CHECKED BY	LE/AL
SHEET TITLE			
PROJECT			
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GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER - MASTERPLAN UPDATE
11850 W. GLENDALE AVE.

LEA / LAWRENCE EMBART ARCHITECTS
1750 EAST NORTHERN PHOENIX, AZ



GRPSTC MASTER PLAN UPDATE COST SUMMARY

Description	Amount	Cost/S.F.
Phase 1- Site improvements for Custom 6 Tower and Flashover Prop.	\$1,080,912	\$33.48
Phase 1A -Owners allowance for Custom 6 and Flashover Props	\$2,200,000	
Phase 2A- Marking Cartridge Building (15,000 SF) & Parking Expansion	\$7,551,291	\$424.64
Phase 2A -Force Main Sewer & Pumps	\$241,849	
Phase 2B- Police & Fire Academy Building(25,000 SF) & Parking Expansion	\$13,900,111	\$521.67
Phase 2C - Fire House Props (2 Required)	\$2,033,409	\$508.35
Phase 2D - Fire Apartment and House Props	\$2,824,690	\$353.09
Phase 3A- Future Fire Training Prop Area. Site improvements only, props TBD not included	\$2,349,588	\$42.31
Phase 3B -Future Police Training Prop Area. Site improvements only ,props TBD not included	\$3,852,512	\$41.88
Phase 4 -Main Campus Building Expansion & Parking Expansion	\$17,944,018	\$676.28
Total	\$53,978,379	

PROJECT PHASING

1 YEAR - PHASE 1

- Class A Burn Props - Custom 6 and Flashover

2-5 YEARS - PHASE 2

- Marking Cartridge Building - 15,000 SF - Parking Expansion
- Police and Fire Academy Building - 25,000 SF - Parking Expansion
- Fire Apartment and House Props

5-10 YEARS - PHASE 3

- Future Fire Training Prop Area
- Future Police Training Area

10-20 YEARS PHASE 4

- Main Campus Building Expansion - Parking Expansion



GRPSTC - Joint Use Training Center Master Plan Update

