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Name [1]	GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER; GRPSTC;
Name [2]	AGREEMENT BETWEEN CITIES; GLENDALE; PEORIA; SURPRISE; AVONDALE
Name [3]	MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

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**CITY OF GLENDALE, ARIZONA**

**AGREEMENT C – 5677**

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**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  
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT**

**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  
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT**

THIS 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 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 develop, own, and manage a regional public safety training facility ("RPSTC" or "Center") for use by federal, state, county and municipal public safety agencies, as well as an Emergency Operations Center ("EOC"). The RPSTC 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 RPSTC, which includes the location for the EOC, is described in or shown on 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 RPSTC 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 MCCCCD, as the case may be duly approves and executes this Agreement, it shall be effective and binding for a term of thirty (30) years unless sooner terminated as set forth in Section 17 below.

- 1.4 Glendale is the sole owner of the RPSTC. Nothing contained in this Agreement affects Glendale's ownership of the RPSTC.
- 1.5 Glendale shall act as the overall day-to-day manager of the RPSTC subject to the guidance of the Chiefs' Board and Executive Board.
- 1.6 The Partnering Agencies and the public will benefit if the Partnering Agencies co-locate the training of their public safety staff at the RPSTC. For purposes of this Agreement, the terms "public safety employee" or "public safety staff" shall mean fire safety and/or 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 RPSTC as provided in Section 10.1 below. 1.7 A.R.S. §11-952 permits governmental bodies to agree to allocate duties and benefits between 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 set forth 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 RPSTC 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 make capital construction contributions ("Capital Contributions") not to exceed the amounts and in the phases as provided in Exhibit B to this Agreement, as well as contribute toward annual operating, maintenance, and repair costs ("O&M Costs") in proportionate shares set forth in Section 12 below. The purpose of a Partnering Agency's contribution is to provide an assured level of training slot availability for public safety employees of each Partnering Agency. The purpose of MCCCCD's Capital Contribution is to provide an assured level of classroom and instructional time for MCCCCD students.

**3. *Regional Public Safety Training Center Allocations***

3.1 The intent of this Agreement is to provide a facility for training and educational programs that will be responsive to the needs of the Partnering Agencies, including granting priority for academy and ongoing public-safety training for Partnering Agencies in order 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 on-going training time based on their respective Phase I contributions as follows (“Pro Rata Share”):

Glendale	74.8%	Peoria	6.5%
Surprise	6.6%	Avondale	3.9%

MCCCCD’s Pro Rata Share for purposes of this Agreement is 8.2% of the total number of non-Partnering Agency academy training hours available at the RPSTC between 7:00 a.m. and 10:00 p.m., Monday through Sunday; provided however, that MCCCCD 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 MCCCCD will be met to the extent possible. 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.

**4. *Regional Public Safety Training Center Governance***

4.1 The overall goal in governing the RPSTC 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 RPSTC 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 RPSTC 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 committee 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 up to the higher board with its recommendation and the reasons therefore.

## 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 Chiefs' 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 his 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 RPSTC operating and maintenance budget for the period July 1 through June 30 or portion thereof for each year of operation, by February 1<sup>st</sup> for the following fiscal year.

5.2.3 Review and approve the RPSTC Operations Manual which governs the RPTSC 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 RPSTC or Partnering Agencies and/or MCCCCD arising out of or in connection with operations of the RPSTC.

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 RPSTC 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 RPSTC 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 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 Fire 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 MCCD 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 1 through June 30), 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 RPSTC as prepared by the Center Director and Operations Committee.

6.2.2.3 Review and recommend approval to the Executive Board of the three phase Capital Improvement Plan for the RPSTC.

6.2.2.4 Review and recommend approval to the Executive Board of the RPSTC Operations Manual as prepared by the Center Director and Operations Committee.

6.2.2.5 Review and approve the annual training plan and schedule for the RPSTC not later than June 30th for the following fiscal year as prepared by the Center Director and Operations Committee.

6.2.2.6 Review and approve all training provided by the Center.

6.2.2.7 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 on an annual basis in 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 consent of all of the members of the Chiefs'

Board, or (ii) in the event of an emergency whereupon 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.

- 6.3 Members of the Chiefs' Board shall vote on all items on the basis of one vote per Chiefs' Board representative.
- 6.4 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.
- 6.5 A Chiefs' Board member may not designate another Chiefs' Board member to be 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 Fire Department	Peoria Fire Department
Surprise Fire Department	MCCCD Fire Program
MCCCD Police Program	

- 7.2 Each member of the Operations Committee shall serve at the pleasure of the appointing authority of the Partnering Agencies or MCCCD 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 MCCCD shall inform the chair of the Operations Committee of the names of the members for their respective Partnering Agency or MCCCD 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 RPSTC Operations Committee shall vote on all items on the basis of one vote per Committee member. The Center Director as chair shall not have a vote except in the case of a tie. In the event 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 Operations 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 at least quarterly; the Committee may provide for additional meetings as may be needed depending upon the pressure of business or as may reasonably be 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 RPSTC Operations Manual.
  - 7.8.3 The Center Director will develop and the Operations Committee will review and make a recommendation to the Chiefs' Board of an estimated RPSTC annual operational and maintenance budget not later than November 15<sup>th</sup> and a final O&M budget not later than January 15<sup>th</sup> for the following fiscal year (July 1 – June 30).

7.8.4 Develop the annual training and facility use schedule for approval by the Chiefs' Board by June 30<sup>th</sup> for the following fiscal year. Usage after that date will be based on a first come, first served basis, or in the event of competing requests, will be based on the usage prioritizations set forth in Section 10.1. Notwithstanding the minimum Pro Rata Shares and classroom hours, all training and educational needs for the Partnering Agencies and classroom needs for MCCCDC will be met to the extent possible.

7.8.5 All other duties and responsibilities as directed by the Chiefs' Board on an *ad hoc* basis or as provided for in this Agreement, as may be amended from time to time.

## **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 RPSTC 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 use of the RPSTC facilities. The parameters for renting the facility and the type of agencies that will be allowed to rent the facility shall be set forth in the RPSTC Operations Manual.

## **9. *Center Director and Day-to-Day Management***

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

9.1.1 Maintain the RPSTC in good condition and repair in compliance with an approved comprehensive maintenance and repair schedule. This shall include all such maintenance, repair, and construction work as shall be required, 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 are maintained 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 to include daily cleaning, trash removal, periodic window and carpet cleaning, and other specialty cleaning as may be 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 be potentially disruptive to RPSTC operations.
- 9.2 The RPSTC 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 for 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 a person qualified to be sworn.

9.2.1.2 The members of the Chiefs' Board will participate in the selection process of the Center Director and will make a recommendation to the Glendale Fire Chief regarding selection of the Center Director. 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 RPSTC, the Board will establish priorities for the Center Director for the upcoming year as it relates to the RPSTC. The Chiefs' Board, with input from the Executive Board and Operations Committee, may make recommendations to Glendale regarding the Center Director's performance at the time 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 and, in addition, Glendale may use additional criteria in evaluating 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 All cost for recruitment and selection for the position of Center Director shall be paid for by the Center Budget.

9.3 Glendale will be responsible for providing staff to manage the day-to-day maintenance, operation, and repair of the RPSTC, which will be subject to

review of and advice from the Chiefs' Board and Operations Committee. These employees will be employees of Glendale and granted all the rights and benefits accruing to Glendale employees within their respective classifications. All costs for recruitment, selection, salary and benefits for the foregoing positions shall be paid for out of the Center Budget.

- 9.4 Glendale shall be responsible for engineering, operating, administering, maintaining and repairing the data, telecommunications, and video technology and infrastructure for the RPSTC.
  - 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 MCCCCD 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 RPSTC caused by that Partnering Agency or MCCCCD 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 RPSTC. All fixed facilities and "RPSTC" equipment shall belong to Glendale. Participating Agencies and MCCCCD will acquire, hold, or dispose of respective Partnering Agency or MCCCCD property housed at the RPSTC.

## **10. *Annual Training Schedule and Operations Manual***

- 10.1 The utilization and operation of the RPSTC for Partnering Agency and MCCCCD 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 MCCCCD with the objective of reasonably ensuring that all Partnering Agency training needs are met. At a minimum, Partnering Agencies will be



provided a Pro Rata Share of academy slots and ongoing training time based on their respective contributions, and MCCCCD will be provided its minimum classroom time as provided in Section 13.7 below. Notwithstanding 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.

10.1.2 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 an RPSTC Operations Manual to be submitted to the Chiefs' Board and Executive Board for review and approval. 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 RPSTC.

10.2.3 The staffing and organizational structure of the RPSTC.

10.2.4 The core curriculum and training standards to be provided by MCCCCD 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 RPSTC by non-partnering agencies.

10.2.6 Partnering Agency and MCCCCD responsibilities when using the

RPSTC.

- 10.2.7 Policies and procedures for using the RPSTC and 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 RPSTC documents, information, meetings as reasonably necessary to fulfill their regulatory and/or certification responsibilities and for the RPSTC 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 RPSTC 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 RPSTC.
  - 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 RPSTC 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 30<sup>th</sup> for the following fiscal year. The schedule of all received requests must be developed by June 1<sup>st</sup> for the following calendar year. Any subsequent requests will be handled on a first come, first served

basis. Notwithstanding 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 RPSTC 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 or MCCCCD shall alter, repair, modify, or change the premises of the RPSTC without the express written permission and approval of the Glendale Public Works 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. Contingency accounts will be used for unforeseen major repairs. The O&M and contingency accounts will be administered by Glendale and will be reviewed and approved by all RPSTC boards.
- 12.2 MCCCCD's contribution to the annual O&M account is based upon and limited to funds received from MCCCCD's Governing Board. MCCCCD will provide the MCCCCD portion of its approved funding into this account.
- 12.3 Annual operating, maintenance, and repair costs for the RPSTC shall be shared by the Partnering Agencies based upon the Pro Rata Shares as defined in Section 3.2. MCCCCD and the Partnering Agencies may determine that tuition and fees for college credit courses earned through MCCCCD by Partnering Agency students is credited and off-set against MCCCCD's Pro Rata Share of annual O&M costs. In that event, invoices will be exchanged to the extent a credit or offset is earned. MCCCCD, through its participating colleges, will fund the O&M costs based upon lump sum budget allocations approved annually by MCCCCD's governing

board for those colleges based upon total budget needs identified by such participating colleges. The Center Director will develop and the Operations Committee will review and make a recommendation to the Chiefs' Board of an estimated RPSTC annual O&M Budget not later than November 15<sup>th</sup> and a final O&M budget not later than January 15<sup>th</sup> for the following fiscal year in order for the Chiefs' Board and Executive Board to approve the O&M Budget not later than February 1<sup>st</sup> for the following fiscal year.

- 12.4 Annual operating, maintenance, and repair costs for the RPSTC will include:
  - 12.4.1 Authorized personnel salaries and benefits;
  - 12.4.2 Services and supplies including, but not necessarily 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;
  - 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 as well as the actual cost of its respective ongoing law enforcement and/or fire fighter training, as the case may be.
- 12.7 Glendale shall invoice each Partnering Agency on an annual basis for their

proportionate share of O&M and contingency contributions, if any, by June 30th for each following fiscal year. For purposes of municipal budgeting and planning purposes, an estimate of the proportionate share for the following fiscal year will be provided to each Partnering Agency not later than February 1<sup>st</sup> of each year.

- 12.8 All capital contributions required to be paid by Partnering Agencies will be included in the three-phase CIP process, provided, however, that the Capital Improvement Plan shall be presented in the form of a five-year plan, which will be reviewed and updated on an annual basis. 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 RPSTC for the costs of repair of 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 financial activities of the RPSTC as a separate enterprise fund (the "Center Enterprise Fund") in accordance with generally accepted accounting principles. All RPSTC accounts are subject to oversight and control of the Executive Board and Chiefs' Board.
- 12.11.1 Expenditures from the Center Enterprise Fund require the approval of the Center Director or the chair of the Chiefs' Board or vice-chair in the chair's absence.
- 12.11.2 The Center Enterprise Fund will receive and separately account for all income belonging to the RPSTC, including the Partnering

Agencies' annual contributions and outside rental income.

12.11.3 All monies not expended in the Center Enterprise Fund will remain the property of the fund 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 Enterprise Fund, after deducting applicable bank charges, must be credited to this fund.

12.11.5 Glendale will follow the purchasing requirements as required by Charter and Code of the City of Glendale.

12.12 Nothing in this Agreement will act as an abrogation of 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 a total 2000 classroom hours and 1200 laboratory hours annually at the RPSTC. 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 RPSTC. 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 MCCCDC, this matter will then be mediated by the Executive Board.
- 13.2.1.3 The requesting institution will be subject to the same fees and requirements of any non-partnering agency renting the facility as listed in the Operations Manual.
- 13.3 All Partnering Agency instructors teaching MCCCDC college courses for credit shall comply with MCCCDC's rules and regulations for contract instructors.
- 13.4 Each time Partnering Agency personnel attend an MCCCDC college course at the RPSTC, they will complete a course registration form and follow other MCCCDC registration procedures.
- 13.5 The Partnering Agencies reserve the right to use their own instructors for their respective public safety agency training at the RPSTC. The Partnering Agency instructors who teach such those courses are not subject to Section 13.3 if the courses are not offered for MCCCDC college credit.
- 13.6 All instructors teaching RPSTC courses shall comply with RPSTC rules and regulations for instructors.
- 13.7 Nothing herein shall preclude MCCCDC from developing its own course and instructional materials for the benefit of MCCCDC students. Implementation of such independently developed course and instructional materials within the RPSTC must be either law enforcement or fire science related courses consistent with the nature and purpose of the RPSTC. Nothing herein shall preclude the RPSTC from developing its own courses and instructional materials for the benefits of trainees assigned to the RPSTC 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 RPSTC by that Partnering Agency.
- 13.8 The Partnering Agencies acknowledge that they might have access to MCCCDC's student educational records at the RPSTC. 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 RPSTC, 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 judgment 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 costs of repair of damage to RPSTC 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 RPSTC 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 RPSTC 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 RPSTC 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 RPSTC 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 provide for their respective financial responsibilities as respects 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 RPSTC 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 RPSTC for training or development.
- 15.4 RPTSC 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 costs of coverage will be incorporated into the RPSTC annual O&M Budget, and will be pro rated per the Pro Rata Share of the Partnering Agencies and MCCCCD on an annual basis, as established in Section 12.
- 15.5 This section shall be limited to the extent provided for in the contract for insurance secured through a third party insurer. The authority for the settlement of any claim or lawsuit against the RPSTC or all of the Partnering Agencies and MCCCCD shall lay with the Executive Board and shall be provided for by funds allocated among the Partnering Agencies and MCCCCD, whether such funds are available through the RPSTC 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 connection with the use or operation of the RPSTC 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 RPSTC. Glendale will develop a charge for losses within its deductibles under the property insurance charge. The costs of property insurance and the charge for losses with deductibles will be pro-rated among 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 in the contract for insurance secured through a third party insurer. Any and all claims or lawsuits filed against the RPSTC or all of the Partnering Agencies and MCCCCD shall be handled under the direction of the Glendale City Attorney. In the event a liability claim or lawsuit is filed against the RPSTC or all of the Partnering Agencies and MCCCCD related to the use and operation of the RPSTC, 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 RPSTC, 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 as to legal strategies, tactics and options involving a claim or lawsuit against the RPSTC or all of 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 connection with the use or operation of the RPSTC 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, a recommendation shall be provided by the Chiefs' Board and forwarded 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 and shall be processed pursuant to this Section.

- 16.2 This Agreement, including the attachments and any amendments and such other documents as are specifically incorporated by reference, represents the entire understanding of the parties with respect to 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 30-year term must provide not less than 180 days 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 or III 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.

17.1.3 The Partnering Agencies acknowledge that Phases I, II and III are planned and budgeted in reliance upon all of the Partnering Agencies' full participation in the 30-year term of this Agreement. Therefore, notwithstanding the voluntary termination of a Partnering Agency, such Partnering Agency shall be liable for any and all 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 RPSTC 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 Prior to 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, recorded in the Official Records of Maricopa County, Arizona, 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 RPSTC.
- 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 RPSTC 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 RPSTC 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 RPSTC is terminated and that it will forfeit any claim to any RPSTC 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 RPSTC assets or use of the RPSTC as a party to this Agreement.
- 17.6 A Partnering Agency or MCCCCD whose participation in the RPSTC has been involuntarily terminated in accordance with this section shall forfeit any its Phase I, II or III 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.

17.7 The Partnering Agencies acknowledge that Phases I, II and III are planned and budgeted in reliance upon all of the Partnering Agencies' full participation in the 30-year term of this Agreement. Therefore, notwithstanding the involuntary termination of a Partnering Agency, such Partnering Agency shall be liable for any and all costs associated with restructuring or reconfiguring the site plans for the physical facilities of the Center as a result of such involuntary termination.

## **18. *Grievance and Arbitration***

18.1 All parties to this Agreement shall make every effort to resolve conflicts with the parties involved. If 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 from time to time listed on the Arbitrator List shall be independent from the Partnering Agencies and MCCCCD and 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 selected 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 all of the 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 Hearing of a dispute shall be had 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 in order 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 thereafter 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 his own expenses in connection therewith.
- 18.8 All fees and expenses of the arbitrator shall be borne one-half by remaining agencies of the RPSTC and one-half by the grieving agency.

## **19. *No Third Party Rights Created***

- 19.1 Nothing contained 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 the 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 normal costs of conducting business and 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 any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.
- 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: Pam Kavanay

ITS: Asst City Mgr

DATE June 9, 2006

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: [Signature]  
John C. Keegan

ITS: Mayor

DATE June 1, 2006

ATTEST:

[Signature]  
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:**

[Signature]  
PEORIA CITY ATTORNEY

L CON 01506

**CITY OF SURPRISE**

BY: Joan H. Shaffer

ITS: Mayor

DATE May 12, 2006

ATTEST:

Sherry Ann Ogilby  
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:**

Devgani, Deputy 5-15-06  
SURPRISE CITY ATTORNEY

**CITY OF AVONDALE**

BY: *Marie Lopez Rojas*

ITS: *MAYOR*

DATE *3/07/06*

ATTEST:

*Gilda M. Harris*  
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:**

*[Signature]*  
AVONDALE CITY ATTORNEY

**MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT**

BY: Margaret McConnell

ITS: ASSISTANT GENERAL COUNSEL

DATE 3-29-06

ATTEST:

Sharon J. Smart

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:**

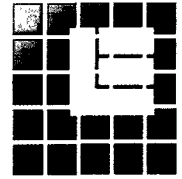
Ray J. ...

MCCC DISTRICT GENERAL COUNSEL

# **LEA - Architects, LLC**

**Architecture      Planning      Interiors**  
1730 East Northern Avenue, Suite 110  
Phone: 602.943.7511  
email: [info@lea-architects.com](mailto:info@lea-architects.com)

**Construction Management**  
Phoenix, Arizona 85020  
Fax: 602.943.7784  
[www.lea-architects.com](http://www.lea-architects.com)



June 12, 2006

The Glendale Regional Public Safety Training Center (GRPSTC) in Glendale, Arizona at 11550 Glendale Avenue is presently under design and construction. LEA - Architects, LLC, is currently serving as the Architect and Planner for the project with D.L. Withers as CM at Risk Contractor.

This Regional Police and Fire Training Center will serve several west side municipality stakeholders (Avondale, Peoria, Surprise, Glendale, and the Maricopa County Community College) for Fire Training. Glendale Police Department will also train at the new facility. The project is being phased to accommodate the growth and financial requirements of the selected stakeholder participants. In most cases, the municipalities will use GRPSTC as their primary training facility for all their sworn fire staff in the next three decades. In addition to police and fire departments, other organizations such as Maricopa County Community College and certain utility companies will also use the new facility for training.

The facility is now being built on a net usable 57-acre stepped site, and the existing topographical variations have been used to provide views across the driver-training track and burn props from a majority of the classroom and administration spaces located on the higher ground at Glendale Avenue. The facility is designed to emulate a real City for practical public safety training exercises. The City of Glendale is providing an industrial 80-acre site adjacent to the West of the Glendale Landfill and is adjacent to the Agua Fria River bottom. The site is bounded on the south by Glendale Avenue and the north by Northern Ave; however, the facility only extends north to the existing Glendale Materials Recycling Facility, which is surrounded by a 30' high levee to remove this from the FEMA Floodplain. The project site is located in an existing FEMA Floodplain and a levee has been constructed by the City of Glendale around its perimeter to the west and south. The northern boundary abuts the existing Glendale Material Recycling Facility Levee, which will remain. The new levee construction recently completed by the City of Glendale occupies approximately 24 acres, which will leave approx. 57 acres that can be utilized for use in the full development of the GRPSTC.

Phase I for the GRPSTC project includes most of the Administration and Classroom spaces to meet the current and near future needs of the various departments, as well as Candidate Physical Agility Testing (CPAT) structure attached to the Administration and Classroom building. A new central plant is being constructed to support the upper Administration and Classroom structure. In addition separate projects are being built on the site at lower tiers and will include: a Driver's Training Track, Simulated Fire Station, Police Firing Range, Police Range Building, Drill Tower, and various physical training and burn building props. Future phases will include the Driver Training Track Classroom Building, an Auditorium, Simulated Police Substation, Swift Water Rescue, and Police SIMS village.

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

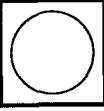




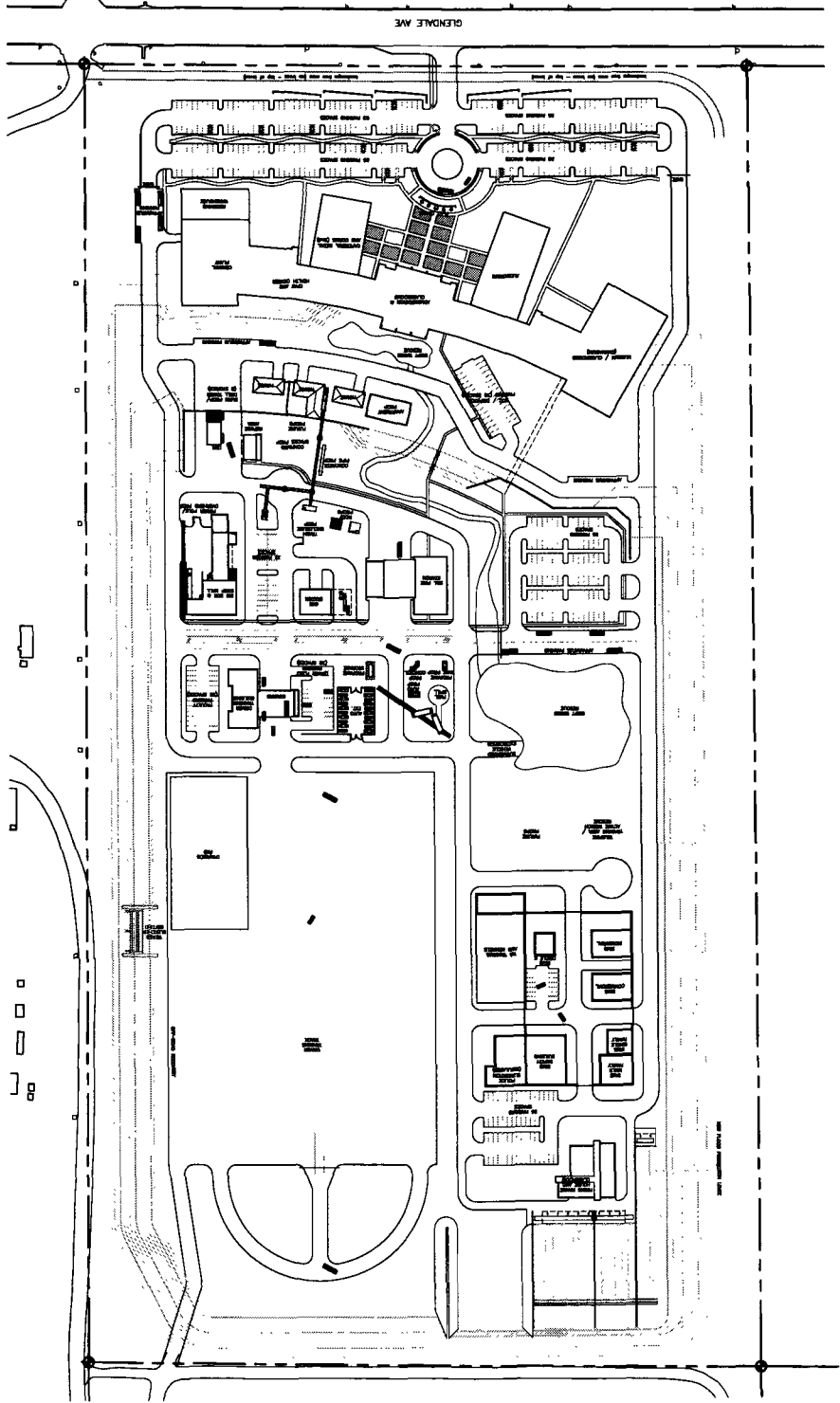


**LEA - ARCHITECTS, LLC**  
 1730 EAST NORTHERN AVENUE  
 PHOENIX, AZ  
 PROJECT NO. 094037  
 PUBLIC SAFETY TRAINING CENTER  
 1850 W. GLENDALE AVE  
 GLENDALE, ARIZONA  
 ARCHITECTS  
 INTERIORS  
 CONSTRUCTION MANAGEMENT

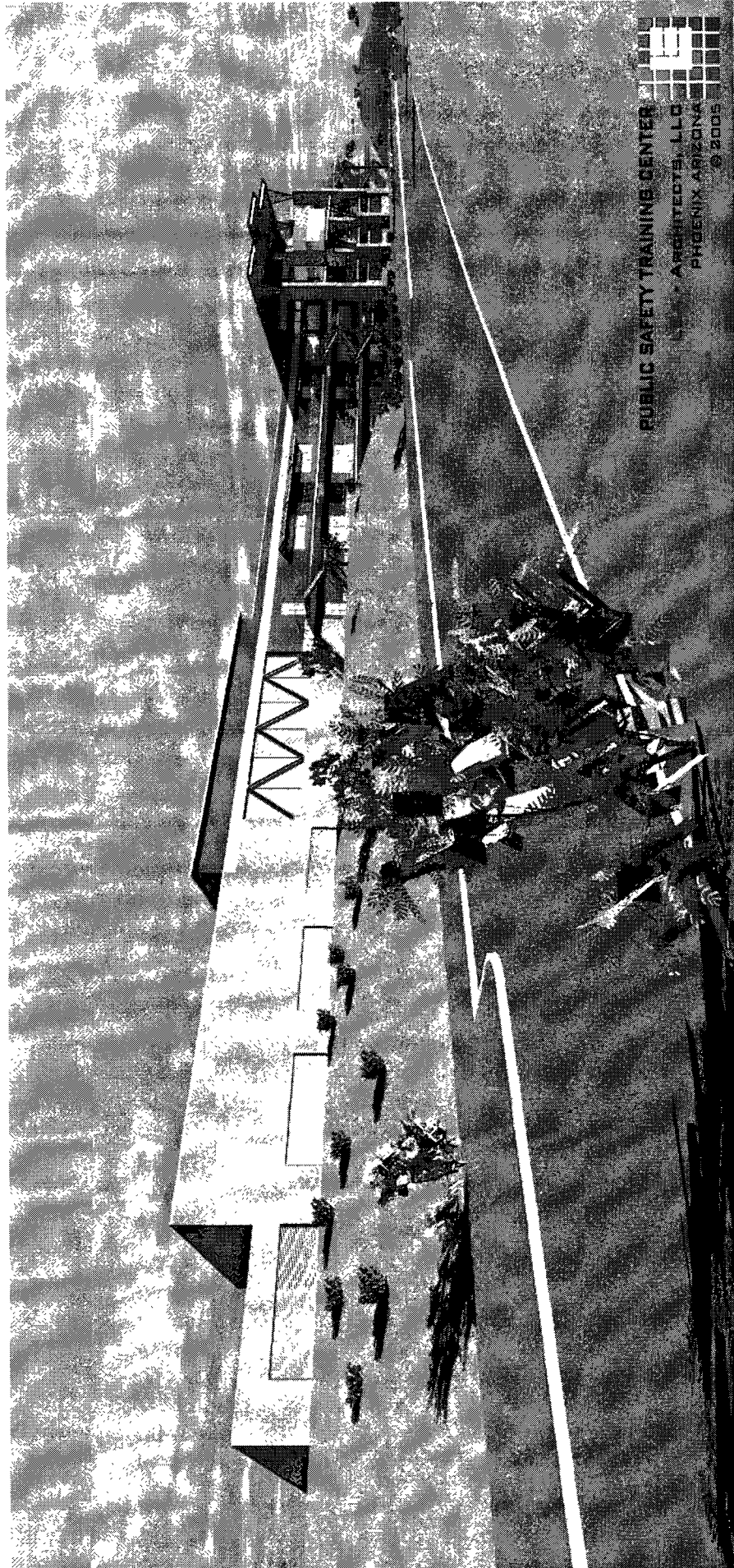
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11-01-08	2/25/08	AVL	REVISED
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			BY
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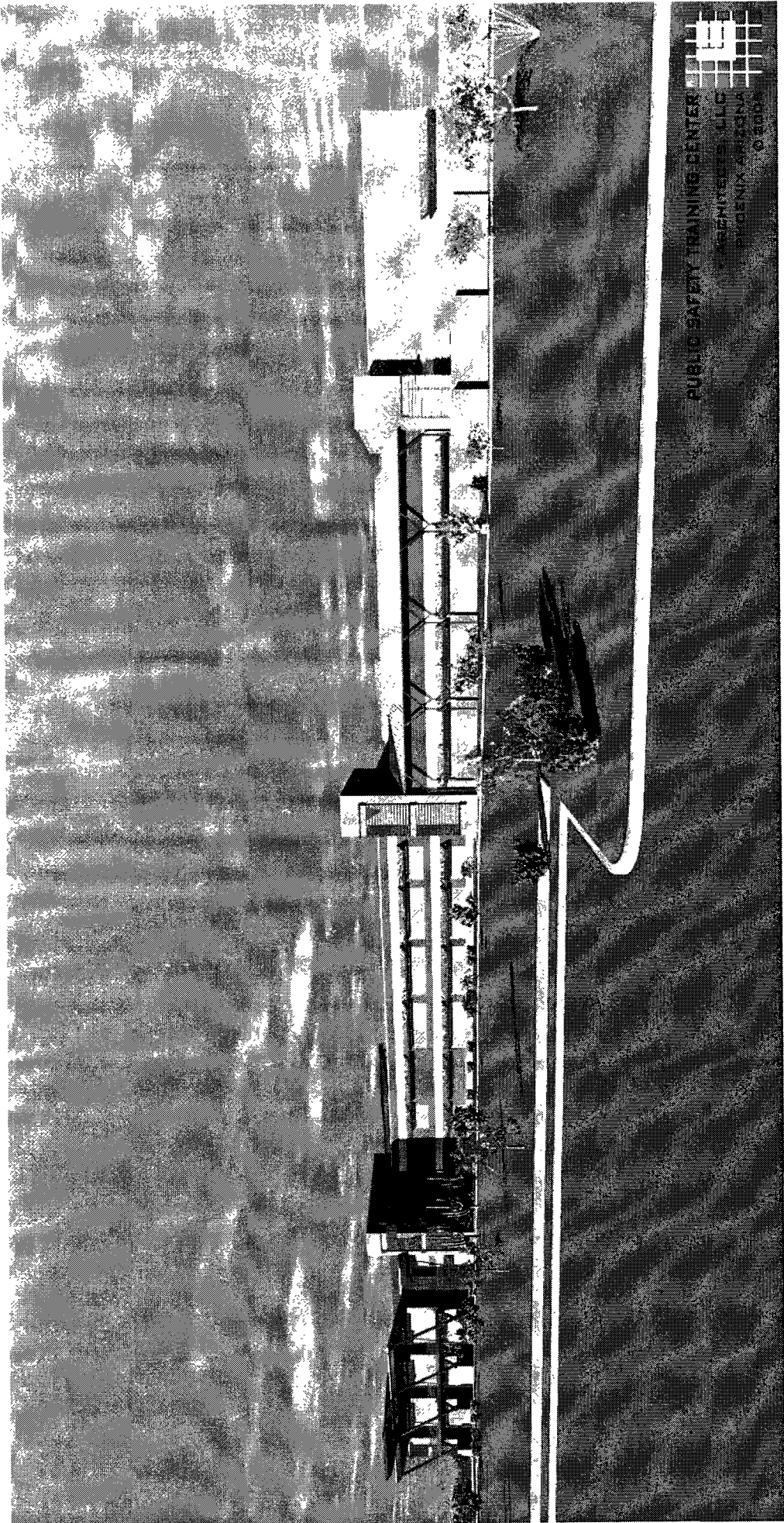
Parking  
 - 162 Public / Unsecured Spaces  
 - 218 Trained / Secured Spaces  
 - 381 Total Spaces





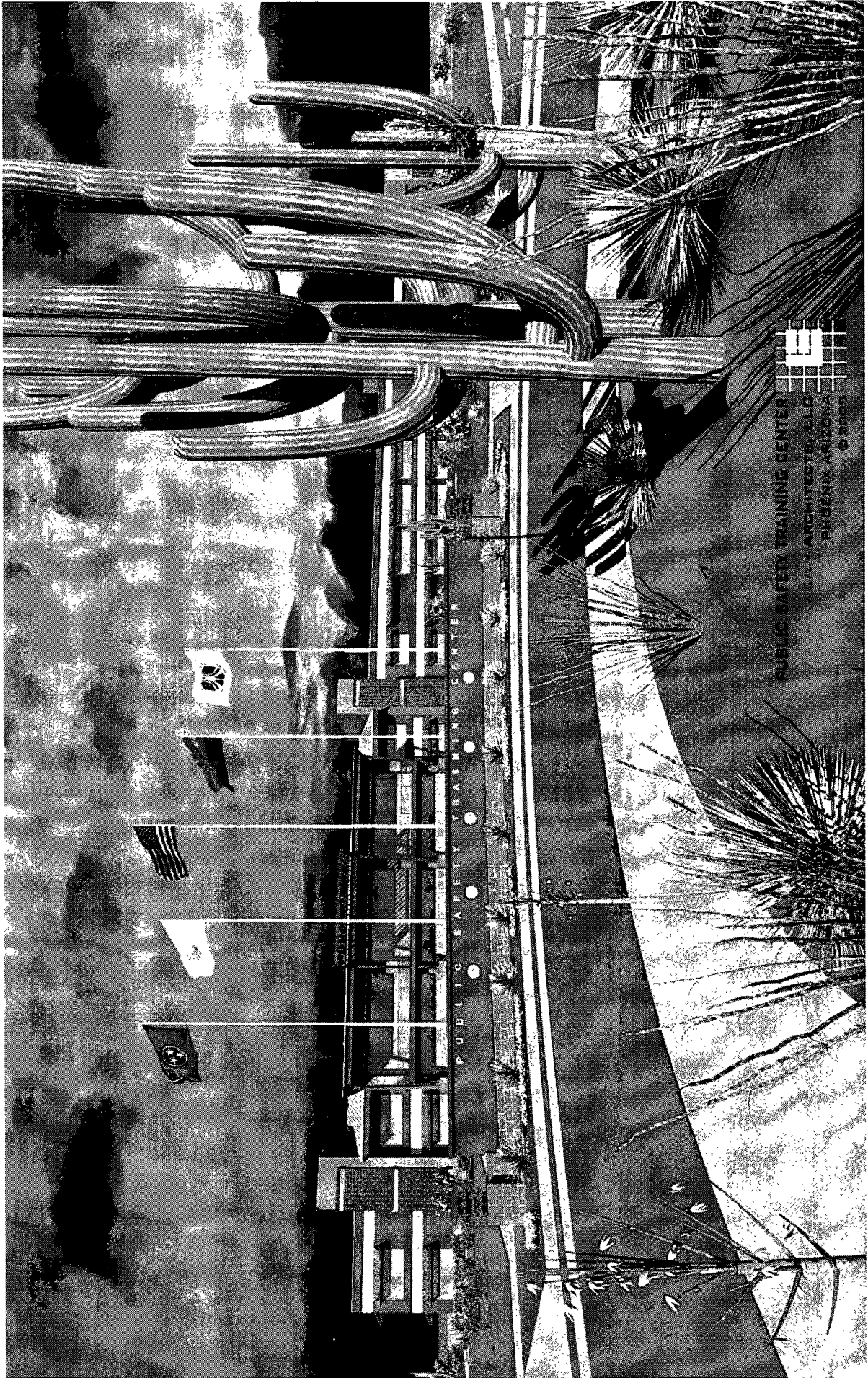


PUBLIC SAFETY TRAINING CENTER  
ARCHITECTS, L.L.C.  
PHOENIX, ARIZONA  
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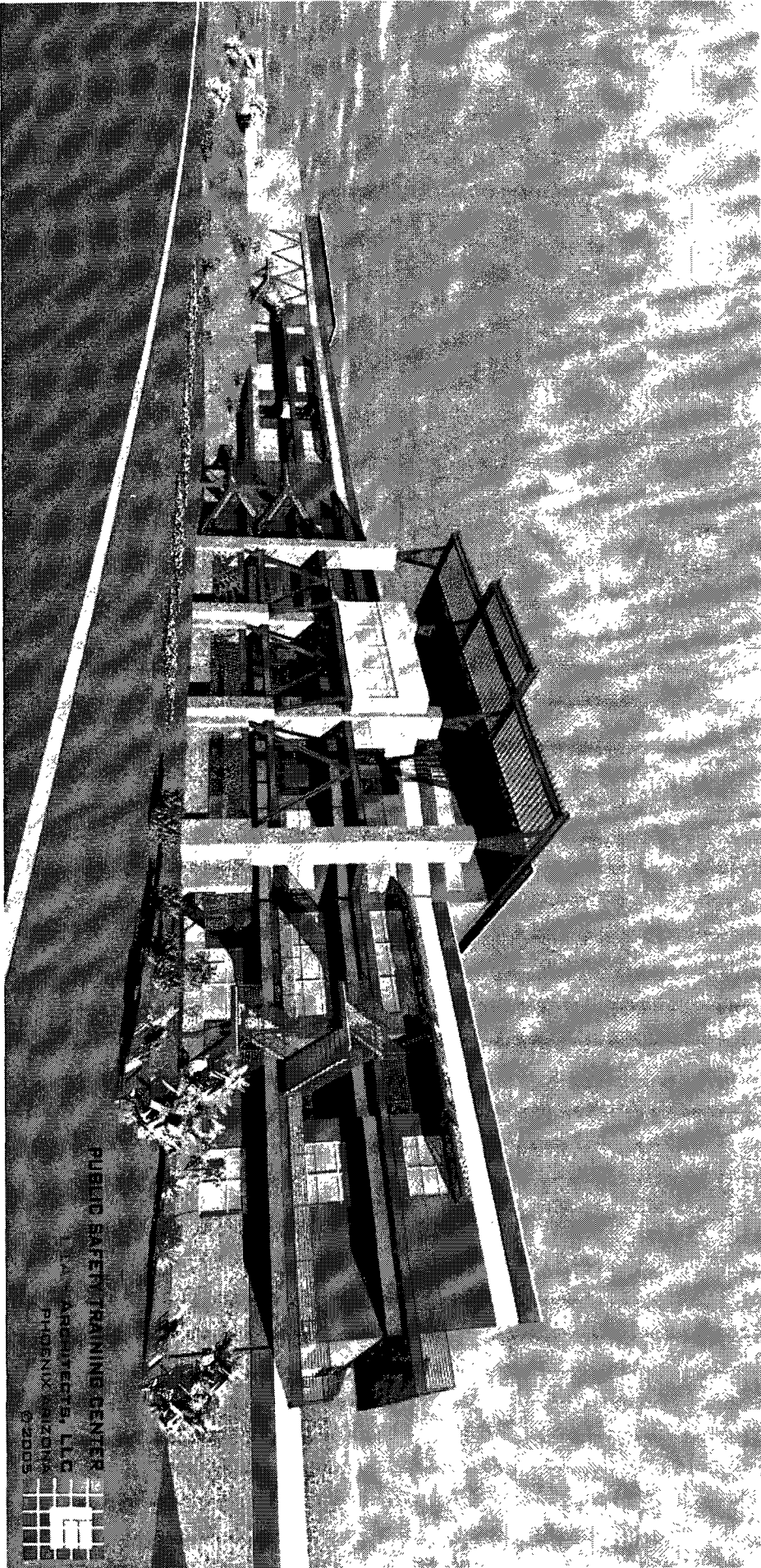
PUBLIC SAFETY TRAINING CENTER  
ARCHITECTS, LLC  
PHOENIX ARIZONA  
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ARCHITECTED BY  
PHOENIX, ARIZONA

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A. Architects, LLC  
PHOENIX, ARIZONA  
© 2005



**EXHIBIT B**

**Capital Construction Contributions for the  
Partnering Agencies for the Regional Public Safety Training Center**

**PHASE I**

<b>Glendale:</b>	<b>\$35,254,486</b>
<b>Surprise:</b>	<b>\$ 2,962,823</b>
<b>Avondale:</b>	<b>\$ 1,750,759</b>
<b>Peoria:</b>	<b>\$ 2,917,932</b>
<b>MCCCD:</b>	<b>\$ 4,164,000</b>

**PHASE II**

<b>Glendale:</b>	<b>\$TBD</b>
<b>Surprise:</b>	<b>\$1,312,859</b>
<b>Avondale:</b>	<b>\$775,780</b>
<b>Peoria:</b>	<b>\$1,292,967</b>

**PHASE III**

<b>Glendale:</b>	<b>\$TBD</b>
<b>Surprise:</b>	<b>\$985,827</b>
<b>Avondale:</b>	<b>\$582,534</b>
<b>Peoria:</b>	<b>\$970,890</b>