MASTER USE AGREEMENT
AVONDALE FIRE TRAINING CENTER
BETWEEN
THE CITY OF AVONDALE
AND
THE CITY OF GOODYEAR

THIS FACILITY USE AGREEMENT (this "Agreement") is entered into and is effective as of _____, 2026, between the City of Avondale, an Arizona municipal corporation (the "Owner" or "City"), and ___The City of Goodyear__ (the "User"), an Arizona municipal corporation. The Owner and User are sometimes collectively referred to in this Agreement as the "Parties" and each individually as a "Party."

RECITALS

A. The City of Avondale owns the Avondale Fire Training Center located at 425 E. Lower Buckeye Road, Avondale, AZ (the "Facility").

B. The Facility includes the grounds, buildings, training props, classrooms, simulation spaces, burn buildings, and all associated systems, equipment, and utilities owned or controlled by the City of Avondale, as further described in Exhibit A. *See Exhibit A Facility and Use Area Map.*

C. The City of Avondale plans to host training activities at the Facility and the City of Avondale plans to allow other agencies to conduct training activities at the Facility.

D. The City of Avondale desires to allow the User to use the Facility for individual fire training activities.

E. The Parties desire to enter into this Agreement to set forth the terms by which the City of Avondale will administer Facility use and to establish the obligations of the Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2027 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if:

a. at least 60 days prior to the end of the then-current term of the Agreement, the User requests, in writing, to extend the Agreement for an additional one-year term and

b. the Owner approves the additional one-year term in writing to include any annual price adjustments for the facility use.

The Renewal approval may be withheld by the City for any reason. The User's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. General Obligations of the Owner. The Owner shall:
   a. Provide the User access to the Facility to conduct the Training Activities pursuant to the term of this Agreement;
   b. Ensure the Facility is ready for use by the User; and
   c. Provide designated City of Avondale staff at the Facility.

3. General Obligations of the User. The User shall:
   a. Be responsible for the User's personnel while at the Training Facility. The User's personnel includes the User's employees, volunteers, trainees, vendors, or instructors who enter the Facility in connection with the User's Training Activities.
   b. Be solely responsible for pre and post Training Activity site preparation including set-up, operation, and removal of equipment or material brought to the Facility.
   c. Provide designated staff to interact with the Owner's staff and respond to communications concerning the use of the Facility.
   d. Use reasonable care to prevent damage to the User's structures, props, and other equipment located at the Facility.
   e. After use, remove trash and debris and return the Facility to the condition prior to the User's Training Activities.
   f. Comply with any Facility rules posted at the Facility.

4. Facility Areas of Use. The Facility areas of use at the Facility includes the areas illustrated in the Facility and Use Area Map. *See Attachment A Facility and Use Area Map.* The User may use specific areas during specified time periods as set forth in the User Reservation Agreement. *See Attachment B User Reservation Agreement.*

5. Permitted Uses Subject to this Agreement. The User may conduct educational and operational fire public safety training ("Training Activities") at the Facility. The following Training Activities are permitted uses at the Facility:

a. Fire, EMS, emergency management, and fire public safety training and exercises;

b. Classroom instruction, simulations, scenario-based training, tactics and strategy;

physical fitness evolutions, technical rescue, hazardous materials drills, apparatus operations, and live-fire evolutions, and incident command training; and

c. Demonstrations, evaluations, examinations, and related administrative functions ancillary to fire public safety training.

6. Prohibited Uses. The User shall not conduct any of the following activities at the Facility:

a. Use the Facility for personal or private events unrelated to fire public safety training; or

b. Conduct commercial filming or fee-based instruction to the general public or other public entities without Owner's prior written consent; or

c. Bring or use unauthorized hazardous materials, firearms, explosives, pyrotechnics, or live agents; or

d. Make structural or systems modifications to the Facility; or

e. Sublet, assign, or allow reserved use space and period(s) to other agencies to use areas confirmed specifically for the User; or

f. Use Facility areas that are posted as "out of service"; or

g. Use areas, props, or systems not approved by the Owner or if the use is beyond the scope of any required certifications or permits.

7. Reservations; Scheduling Use. The User shall submit a completed User Reservation Agreement to the Owner no later than twenty-one (21) calendar days prior to the requested date(s). The User Reservation Agreement shall specify the requested Use Areas, describe the Training Activities, describe any specialized equipment/props and include the date(s), time period(s), applicable fees, and a description of personnel to be brought into the Use Area. *See Exhibit B User Reservation Agreement.*

Priority will be given in the order the User Reservations are received. For emergency reservations, the Owner will review submitted User Reservation Agreements if the requested Use Area is available. The emergency User Reservation Agreement, submitted twenty (20) calendar days or less prior to the Training Activity, will be subject to the same requirements as set forth throughout this Agreement.

The User Reservation Agreement will be reviewed by the Owner and either approved or denied within seven (7) calendar days of receipt. The Owner's approval or denial of the User Reservation Agreement is contingent upon the following:

a. Execution of this Agreement;

b. Delivery and acceptance of insurance certificates as set forth in this Agreement or the User Reservation Agreement;

c. Submission and approval of applicable safety plans, burn plans, vehicle operations plans, and communications plans in accordance with NFPA 1403;

d. Confirmation that all required certifications and permits are current; and

e. Availability of the requested Use Area.

If approved, then the Owner will execute the User Reservation Agreement and return an executed copy to the User. A reservation is not final unless and until the Owner and User sign the User Reservation Agreement.

The User Reservation Agreement will be executed as an amendment to this Agreement and will incorporate all the terms and conditions as set forth in this Agreement and any additional use specific terms outlined in the User Reservation Agreement.

An Avondale Assistant City Manager or the Avondale Fire Chief or his designee is authorized to sign all User Reservation Agreements. The User shall ensure that an authorized signer for the User's organization signs the User Reservation User Agreement.

8. Fees and Payment Terms. User shall pay fees to use the Facility as set forth in the attached Fee Schedule. Facility use fees include fees for props/equipment, range/burn fees, responsible party fees, cleaning fees, and any other related charges per the Fee Schedule. See *Exhibit C Fee Schedule.*

Access to the Facility is limited to the dates and times stated in the User Reservation Agreement, including setup and takedown. If the User remains on the Facility beyond the approved reservation, then the User shall pay overage fees for any reservation overage period beyond the agreed upon reservation period. The overage fees are set forth in the Fee Schedule. If a User has ongoing and recurring reservation overages, the Owner may consider these actions as a material breach of the Master Use Agreement and may immediately terminate this Agreement.

After the Training Activity, Owner will provide an invoice to the User itemizing the fees outlined in the User Reservation Agreement and any additional applicable fees which may include clean-up fees, and reservation overage fees.

User shall pay the invoice within thirty (30) days of the invoice date.

9. Safety; Compliance Safety; Compliance; Supervision. User shall conduct Training Activities in a manner that protects life, health, property, and the environment, consistent with applicable fire safety standards. This includes:

a. Complying with Facility rules and signage as posted at the facility;

b. Complying with standards for fire, EMS, hazardous materials, vehicle operations, confined space, and technical rescue training; and
c. Complying with applicable activity permits and lawful orders issued by competent authorities.

10. Safety Plans. For evolutions involving live-fire, hazardous atmospheres, technical rescue, scenario role players, or emergency vehicle operations, User shall submit written plans (e.g., burn plan, vehicle ops plan, medical plan, communications plan) with the User Reservation Agreement.

11. Medical Readiness. User shall ensure appropriate medical coverage necessary for Training Activities, including at minimum first-aid/CPR-certified personnel, dedicated EMS standby for high-risk evolutions and any personnel required by posted Facility rules and the User Reservation Agreement.

12. Personal Protective Equipment (PPE). User shall ensure Personnel possess and properly use required PPE suitable for each Training Activity. PPE must be serviceable, fit-tested where applicable, and inspected prior to use.

13. Burn Building/Fire Props. Live-fire training shall comply with burn plans, fuel load limitations, ventilation controls, temperature monitoring, and instructor qualifications. Only approved fuels may be used in quantities specified by the Owner.

14. Environmental and Noise Controls. User shall comply with environmental permits, stormwater controls, hazardous waste management, and noise curfews. Discharge of pollutants is prohibited and debris must be collected and disposed of as set forth in the posted Facility rules and the User Reservation Agreement.

15. Right to Suspend. The Owner's designated staff may halt Training Activities for safety, noncompliance, or facility protection. User shall immediately comply with any stop-work directive.

16. Facility Conditions, Maintenance, Repairs, Damage. User shall immediately report any injury, incident, unsafe condition, spill, unplanned fire, chemical discharge, User equipment malfunction, or Facility property damage. This does not include ordinary wear and tear.

User is responsible for the cost to repair damage caused by the User or the User's personnel. The User's personnel includes the User's employees, volunteers, trainees, vendors, or instructors who enter the facility in connection with the User's Training Activities.

17. Indemnification. To the fullest extent permitted by law, User shall indemnify, defend and hold harmless the City of Avondale and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever

("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with User's, use of the Training Facility. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

18. Required Insurance Coverage. User shall provide proof of and maintain the following insurance coverage:

    a. Commercial General Liability. User shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

    b. Vehicle Liability. User shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on User's owned, hired and non-owned vehicles assigned to or used in the performance of User's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

    c. Workers' Compensation Insurance. User shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over User's employees engaged in Training Activities under this Agreement and shall also maintain Employers Liability Insurance of not less than

$500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

d. All policies shall be endorsed, as required by this written agreement, to include the City of Avondale and each council member, officer, employee or agent thereof as additional insureds with respect to liability arising out of the activities performed by or on behalf of the User.

e. The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- The User's policies, as applicable, shall stipulate that the insurance afforded the User's shall be primary insurance and that any insurance carried by Owner shall be excess and not contributory insurance.
- Insurance provided by the User shall not limit the User's liability assumed under the indemnification provisions of this Contract.

f. Applicable to all insurance policies required by the Agreement, User's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Owner.

19. Termination. This Agreement may be terminated under the following conditions:

a. Termination for Convenience. Either Party may terminate this Agreement for convenience upon sixty (60) days' prior written notice. Termination does not affect confirmed reservations within the notice period unless otherwise agreed.

b. Termination for Cause. Either Party may terminate for material breach not cured within thirty (30) days after written notice, or immediately if the breach cannot be cured in time to safely conduct scheduled Activities.

c. Termination for Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT**.** § 38-511.

d. Immediate Termination. Owner may terminate immediately if insurance lapses, safety plans are inadequate, or unlawful conduct occurs by User while at the facility.

Upon termination, all future reservations are canceled, and Owner shall refund any prepaid amounts for canceled reservations minus any amounts due and payable, including damages and outstanding fees.

20. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly

given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:
City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Ron Corbin, City Manager

With copy to:
Avondale City Attorney's Office
11465 West Civic Center Drive.
Avondale, Arizona 85323
Attn: Nicholle Harris, City Attorney

With copy to:
Avondale Fire Chief
11465 West Civic Center Drive
Avondale, Arizona 85323

If to User:
Goodyear Fire Chief
14455 W. Van Buren Street, E-102
Goodyear, Arizona 85338

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

21. Relationship of the Parties. The Parties are separate entities. Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship.

22. Photographs; Branding. User shall not use Owner's name, logos, or insignia for marketing or public communications without prior written consent, except for factual statements of location in internal records.

23. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. Art. IX, § 5 and ARIZ. REV. STAT. § 42-17106.

24. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

25. Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Parties.

26. Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

27. Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

28. Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

29. Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release User from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

30. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included

herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

31. Counterpart Execution. This Agreement may be executed in separate counterparts by the individual Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

"City/Owner"

CITY OF AVONDALE,
an Arizona municipal corporation

_____
Ron Corbin, City Manager

ATTEST:

_____
Marcella Sarmiento, City Clerk

City of Avondale

By: _____
Nicholle Harris, City Attorney

Date: _____

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

"User"
CITY OF GOODYEAR, an Arizona
Municipal corporation

By: _____

Name: Bryan Langley _____

Title: City Manager _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

City of Goodyear
By: _____
Roric Massey, City Attorney

Date: _____

MASTER USE AGREEMENT EXHIBITS

Exhibit A – Facility and Use Area Map

Exhibit B – User Reservation Agreement

Exhibit C – Fee Schedule