

CITY OF GLENDALE
ORIGINAL

**CITY OF GLENDALE
GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER
Facilities Use Agreement**

This Facilities Use Agreement ("Agreement") is entered into between the City of Glendale, an Arizona municipal corporation ("CITY") and the Arizona Association of Crime Analysts, a(n) *non-profit professional organization* ("USER"), and collectively "Parties," is effective only for the date, location and type of use listed below.

1. **PURPOSE/EVENT.** USER has a nonexclusive right to occupy and use the Glendale Regional Public Safety Training Center ("Center") for the following purpose and no other: AZ Association of Crime Analysts Annual Training Conference.

2. **REQUESTED USE AND FEES.** CITY grants to USER the right to use the Center and any authorized surrounding parking lots or staging areas located in the vicinity of the Center for and in consideration of the rents and costs listed below:

- a) **Date(s):** November 1 -2, 2016 from 7:00 AM – 5:00 PM
- b) **Room(s):** Lecture Hall (219), Classroom (233), Computer Lab (141)
- c) **Equipment:** None requested
- d) **Rent:** Fee has been waived based on the GRPSTC Fee Waiver Request Form
- e) **Costs:** None
- f) **Total Due:** 0.00
- g) **Deposit:** 0.00
- h) **Balance:** 0.00

3. **RESERVATION.** Return of this Agreement properly signed along with a deposit of 50% of the total due listed above and proof of insurance as required under paragraph 17 below, constitutes a reservation for the planned date(s) of use. Payment in full of the balance is due before use begins. All payment instruments should be made payable to the City of Glendale. The CITY reserves the right to require further assurances of the method of payment.

4. **CANCELLATION OF RESERVATION.** Upon cancellation of the reservation by the USER with notice to the CITY of 14 or more calendar days prior to the planned use, USER will receive a full refund of any deposit, rent or other costs paid to the CITY. Upon cancellation of the reservation by the USER with less than 14 calendar days notice, CITY retains the deposit but the USER will be refunded any monies over and above the deposit amount. Upon cancellation of the reservation by the CITY, the USER will receive a full refund of any monies paid to the CITY in connection with the reservation. USER understands that CITY assumes no liability for cancellation of a reservation but that CITY will engage in reasonable efforts with the USER to secure a new reservation.

5. **TERMINATION BY CITY.** The CITY may terminate this Agreement at its convenience after commencement of use. If the CITY terminates this Agreement, it will prorate USER's rent. If the CITY terminates this Agreement, USER agrees to forego any and all claims for damages against CITY and further agrees to waive any and all rights which might arise by reason of the terms of this use and USER shall have no recourse of any kind against CITY.

6. **USE INTERRUPTION.** CITY retains the right to cause the interruption of any activity in the interests of public safety, and to likewise cause the termination of USER's activities, when in the sole judgment of CITY, the acts are necessary in the interest of public safety. If the interruption is due to an evacuation order, USER may re-enter the Center after release from the order for sufficient time to complete the planned use without additional rental charge so long as the time does not interfere with other CITY uses. If it is not possible to complete the planned use, rental and costs shall be forfeited, prorated, or adjusted, based upon the situation, at the discretion of the CITY. USER waives any claim for damages or compensation from the CITY for use interruption.

7. **ARRANGEMENTS AND DETAILS.** Center coordination details should be finalized at least ten calendar days prior to the starting day of the use with Chuck Montgomery, GRPSTC Director, at 623-772-7108. If coordination is not conducted or is insufficient, then CITY may determine USER facility needs based upon available information. Changes requested within ten days of the starting date of use are subject to additional costs.

8. **SERVICES INCLUDED.** All Center integrated equipment, chairs, tables, general house lighting, heating, air conditioning, restrooms and custodial service is included within this Agreement.

9. **ADDITIONAL SERVICES, STAFF AND EQUIPMENT.** Other services, staff and equipment, in addition to that arranged above, may be available at additional cost. Additional services, staff and equipment must be coordinated with the CITY's point of contact listed in paragraph 7 above.

10. **DAMAGE TO FACILITIES AND EQUIPMENT.** USER is responsible for damage to Center facilities and equipment as well as any damage caused by USER's guests, agents or contractors. USER shall take all precautions to maintain the Center in good repair and restore and return the Center back to the CITY upon termination of this Agreement in as good condition as it was provided to USER, ordinary wear excepted. If USER does not maintain the Center as required by this Agreement, the CITY may do all things necessary to restore the Center to the prior condition with all costs being charged to the USER.

11. **ATTACHMENTS.** No pins, staples, nails or similar fasteners nor adhesive tapes may be applied to any surface unless approved in advance by the CITY.

12. **PUBLIC SAFETY.** USER agrees that at all times it will conduct its authorized activities with full regard to public safety and will observe and abide by all applicable municipal, state and federal laws and regulations as well as requests by CITY and duly authorized governmental agencies responsible for public safety. CITY also reserves the right to eject or cause to be ejected from the Center any person engaging in objectionable conduct, including, but not limited to: disruption of other Center operations; exposing property or persons to risk of damage or injury; unreasonable noise; or any illegal conduct. Neither the CITY, nor any of its officers, agents or employees is liable to USER for any damages or injuries sustained by USER through CITY's exercise of its right to eject.

13. **PROPERTY LIABILITY.** CITY assumes no responsibility whatsoever for any property placed by USER in the Center. USER expressly releases and discharges CITY from any and all liabilities for any loss, injury or damages to property which may or do arise out of or be related to the use of the Center under this Agreement. Any additional security or other protective service desired by USER must be arranged for by special agreement with the CITY and USER is responsible for all costs connected with any additional services.

14. **COMPETENCY OF PERSONNEL.** USER certifies that all employees, agents or others assisting or performing on behalf of USER in the Center are knowledgeable in the use and operation of the Center equipment and facilities authorized under this Agreement.

15. **PROPERTY LEFT BEHIND.** The CITY assumes no responsibility for personal items, equipment or other items that remain in the Center after the expiration of this Agreement. Items left will be maintained for a period of 14 calendar days. If not claimed within 14 days, the items are subject to disposal at the CITY'S discretion. The CITY reserves the right to charge storage for items left in the Center.

16. **ACCESS.** The CITY reserves the right to control and manage the Center and to enforce all necessary and proper rules for its management and operation. Authorized CITY employees will have free access at all times to all spaces occupied by USER.

17. **INSURANCE.** Comprehensive Liability Insurance is required for use of the Center. USER's insurance coverage must be primary insurance and non-contributory with respect to all other available sources. Insurance certificates must meet the following conditions: a) provide at least \$1 million combined single limit per occurrence of Comprehensive Liability Insurance from an insurance company with a Standard & Poor's rating of at least "BB"; b) if an Aggregate Policy, the combined limit must be at least \$2 million; c) name the City of Glendale as additional insured by endorsement; and d) specify the dates inclusive of the use requested.

18. **INDEMNIFICATION.** USER shall indemnify, defend and hold harmless the CITY and its officers, agents, contractors, volunteers, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses including court costs, attorneys' fees, and costs of claim processing, investigation and litigation (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss of or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of USER or any of its owners, officers, directors, agents, employees, invitees or contractors, arising out of or related to USER's occupancy and use of the Center. It is the specific intention of the Parties that the CITY shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the CITY, be indemnified by USER from and against any and all claims. It is agreed that USER will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration for the use and occupancy of the Center, USER agrees to waive all rights of subrogation against the CITY and its officers, officials, agents and employees for losses arising from the use, occupancy or condition of the Center unless the rights arise due to the negligent or willful acts or omissions of the CITY.

19. **ASSIGNMENT.** USER may not assign or transfer the authorized use under this Agreement without the written consent of the CITY.

20. **COOPERATION.** USER and CITY mutually agree to provide reasonable notice and opportunity to address or cure the performance of the terms or issues related to the use authorized under this Agreement. USER acknowledges that certain situations involving safety of personnel and waste or risk of damage to the Center may provide little or no opportunity for notice or cure before CITY action.

21. **SCHEDULING OF OTHER EVENTS.** CITY may schedule and contract with other parties for uses that are adjacent to, in close proximity of or similar in nature to the use authorized under this Agreement so long as the other uses do not unreasonably affect the use authorized under this Agreement. The CITY may schedule and contract for these events during USER's planned use without notice to USER, unless otherwise specified in writing by the CITY.

22. **JURISDICTION.** The laws of the State of Arizona shall govern this Agreement.

23. **NOTICES.** Any notice permitted or required under this Agreement must be delivered personally or by United States Postal Service, certified mail with return receipt requested to the addresses as shown below. Notice is considered received upon date of delivery.

24. **CONFLICTS.** This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

25. **PROHIBITIONS.** USER certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

26. **ENTIRE AGREEMENT.** The Parties agree that all agreements are fully set forth above and that no oral statement or representations of any kind have been made upon which either party may rely. This provision does not limit the CITY from imposing any reasonable additional rules or regulations that may be necessary for the implementation of this Agreement or that would be in the best interests of the operation of the Center.

27. **AUTHORITY.** The individual signing below on behalf of USER certifies that the individual is authorized to enter this Agreement and to bind USER to all of its terms and conditions.

The Parties have caused this Agreement to be executed as shown on the following page.

CITY: CITY OF GLENDALE
Glendale Regional Public Safety
Training Center
11550 West Glendale Avenue
Glendale, Arizona 85307
Attn: Center Director

USER: AZ Association of Crime Analysts
P.O. Box 2587
Phoenix, AZ 85002

Brittany Falcone
AACA President

Signature: 
Date: 11/20/16

Signature: 
Date: 10/24/16

ATTEST:


Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:


Michael D. Bailey, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hill & Usher LLC Insurance, Bonds, Benefits. 3033 North 44th Street, #300 Phoenix, AZ 85018 Taylor B. Usher, CIC	CONTACT NAME: Commercial Service Team	
	PHONE (A/C, No. Ext): 602-956-4220	FAX (A/C, No.): 602-956-4418
E-MAIL ADDRESS: doccontrol@hillusher.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: United States Liability Ins Co		25895
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Arizona Association of Crime Analysts
 PO Box 2587
 Phoenix, AZ 85002

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC. INSD	SUBR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CL1780787	11/01/2016	11/04/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: EVENT 11/1/16 & 11/2/16 AT 11550 W GLENDALE AVE- GLENDALE, AZ.
ADDITIONAL INSURED FORMS CG 2026 ATTACHED. PRIMARY & NON CONTRIBUTORY FORM L-776 ATTACHED.

CERTIFICATE HOLDER CITYGL1 THE CITY OF GLENDALE 11550 W GLENDALE AVE GLENDALE, AZ 85307	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

THE CITY OF GLENDALE

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Primary And Non-Contributory – Written Contract

Schedule:

Name of Person or Organization:

THE CITY OF GLENDALE

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,

Paragraph 4. OTHER INSURANCE, a. Primary Insurance is amended with the addition of the following:

The coverage afforded by this policy to the person(s) or organization(s) listed above is primary and non-contributory if:

1. This insurance is required to be primary and non-contributory under a written contract; and
2. The loss to be covered occurs on or after the effective date of the written contract; and
3. The loss to be covered resulted solely and exclusively from your ongoing acts or omissions or the ongoing acts or omissions of those acting on your behalf in performing “your work” under a written contract referred to above.
4. The person(s) or organization(s) is an additional insured under this policy.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

Appendix 1.1 – GRPSTC Fee Waiver Request Form

GRPSTC Fee Waiver Request

Request Information			
Course Title:	AZ Crime Analysis Conference		Date: 11/1/16 thru 11/2/16
Agency Name:	AZ Association of Crime Analysts		
Who is the audience?	Glendale Police Department among others		
Is this Public Safety Related?	Yes	Expected # of attendees?	75
Is there a cost to GRPSTC?	No	Is there a cost to Students?	Yes, \$50 to cover materials, basic refreshments and incidentals
Did a partnering agency request the class?	No	Is the agency providing the training non-profit?	Yes
Brief Course Description:			
Two-day annual training conference that will include lectures and presentations in the lecture hall and practical application exercises in the computer lab. Topics include serious sexual offence and homicide pattern analysis, geographic information systems and crime mapping, and various other topics directly related to the theory and application of crime analysis and criminal intelligence.			
Reason for requesting waiving of fees/No-cost Justification:			
The conference is directly related to public safety.			
Has this agency provided or will be providing a service to GRPSTC in exchange of using the facility?			
No			
What is the benefit to GRPSTC/COG/Community for having this class?			
Crime analysis helps to identify crime trends and patterns, may lead to the identification of criminal suspects and provides data and metrics that enable organizational leaders to measure efficiency and output. Helping keep the community safe.			
Does the sponsoring agency have the ability to provide a certificate of insurance (if not a partner)?		Yes	
FOR GRPSTC ADMINISTRATION USE ONLY			
Approval tracking			
Avondale Fire	<input checked="" type="radio"/> Yes or No	Glendale Fire	<input checked="" type="radio"/> Yes or No
MCCCD (GCC)	<input checked="" type="radio"/> Yes or No	Peoria Fire	<input checked="" type="radio"/> Yes or No
		Glendale Police	<input checked="" type="radio"/> Yes or No
		Surprise Fire	<input checked="" type="radio"/> Yes or No
Facility Use Agreement			
Completed:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Certificate of Insurance			
Received:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Waivers of Liability			
Submitted with Roster:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

*Approved
a
Chief's Board
11/1/16
JG*

*not a
attendance*