

CITY CLERK ORIGINAL

C-9892
04/06/2015

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~~ FAAC Incorporated, a(n) *Michigan Corporation* ("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: MILO 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): April 29, 2015 thru May 2, 2015, from 7:00 AM - 5:00 PM (30 hours)
- b) Room(s): Shooting Range Classroom and Shooting Range MILO Room
- c) Equipment: None
- d) Rent: Fees waived per GRPSTC Director Chuck Montgomery. MILO Range is providing the class, will upgrade our current system and provide additional scenarios, all at no cost.
- e) Costs: \$0.00
- 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.

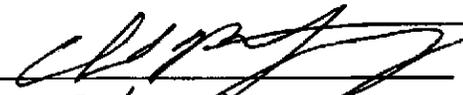
27. **AUTHORITY.** The individual signing below on behalf of USER certifies that the individual is authorized to enter this Agreement and to bind USER to all of its terms and conditions.

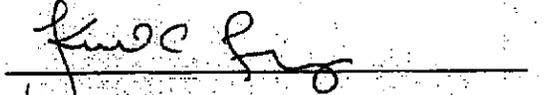
The Parties have caused this Agreement to be executed as shown on the following page.

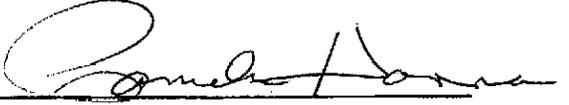
CITY: CITY OF GLENDALE
Glendale Regional Public Safety
Training Center
11550 West Glendale Avenue
Glendale, Arizona 85307
Attn: Center Director

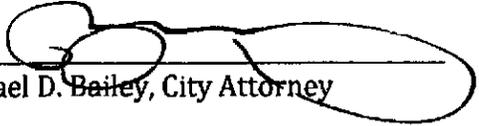
USER: MILO Range Training Systems a division of
FAAC Incorporated
1229 Oak Valley Drive
Ann Arbor, Michigan 48108

Kurt A. Flosky, President

Signature: 
Date: 3/31/15

Signature: 
Date: 3/31/15

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/5/2015

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 Daly Merritt Insurance 100 Maple Wyandotte MI 48192		CONTACT NAME: Cathy Stannis-REP PHONE (A/C No. Ext.): (734) 283-1400 FAX (A/C No.): (734) 283-1197 E-MAIL ADDRESS: Cathy.Stannis@dalymeritt.com																						
INSURED FAAC Inc. 1229 Oak Valley Drive Ann Arbor MI 48108-9675		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Great Northern Ins. Co.</td> <td>20303</td> </tr> <tr> <td>INSURER B:</td> <td>Great Northern Ins. Co.</td> <td>20303</td> </tr> <tr> <td>INSURER C:</td> <td>The Standard Fire Insurance Co</td> <td>19070</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Great Northern Ins. Co.	20303	INSURER B:	Great Northern Ins. Co.	20303	INSURER C:	The Standard Fire Insurance Co	19070	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** CL1442206788 **REVISION NUMBER:**

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	36000820	5/1/2014	5/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			73583837	5/1/2014	5/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Property damage Buyback \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			79877681	5/1/2014	5/1/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	DED RETENTION \$						
C	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	N/A	HCUB3D69497-0-14	5/1/2014	5/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Glendale listed as additional insured with respects to the General Liability as required by written contract. Waiver of Subrogation in favor of additional insured. Insurance is primary and non contributory.

CERTIFICATE HOLDER City of Glendale Glendale Regional Public Safety 115500 West Glendale Avenue 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 Kyle O'Malley/STANNI
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Additional Named Insureds

Other Named Insureds

IES Interactive Training, A Division of FAAC

Realtime Technologies, Inc.



MILO RANGE SYSTEM
Optional Equipment Request
Interactive Firearms and Force Options Simulator

Proposal prepared for:

City of Glendale Police Department
Attn: Training Cadre
Glendale, Arizona

March 6, 2015

MILO Range Interactive Training Simulator

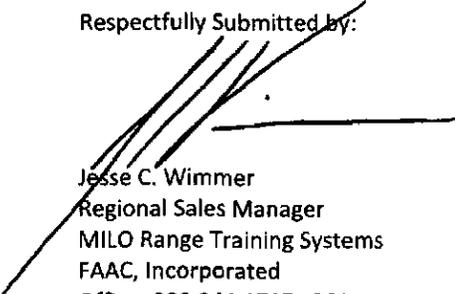
Thank you for your interest in the interactive MILO Range Firearms Training Simulators from FAAC, Incorporated. This proposal will provide you with requested system information, specifications, pricing and details for the system and equipment you've inquired about.

The MILO use of force and firearms training simulators have been selected by the most demanding law enforcement, military and public safety agencies, and are in daily use around the world in over 40 countries. The MILO Range training system is a comprehensive solution that is designed to allow trainers the ability to give presentations and classes, conduct interactive testing and assessment, and provide immersive hands-on scenario based exercises with detailed debriefing and after action review. Each MILO system is designed to increase trainee knowledge, skills and confidence in a safe, challenging environment that is highly interactive and engaging.

Through our 19-year history of providing innovative interactive simulation training solutions, MILO has become widely regarded as a low-risk, highly reliable contracting and business partner. We have the industry's most dedicated and experienced sales and support team on staff, and all MILO customers receive the best technical service in the business, including free software updates, newly filmed and released scenarios with new exercises and environments to keep interest high and skills sharp.

FAAC and I both sincerely appreciate the consideration of our proposal and also to have the opportunity to be of service to the men and women of your agency.

Respectfully Submitted by:



Jesse C. Wimmer
Regional Sales Manager
MILO Range Training Systems
FAAC, Incorporated
Office: 800.344.1707 x361
Cell: 303.378.5283
Fax: 734.531.4002
Email: jesse@milorange.com



www.milorange.com

**Optional Training Items Requested by:
City of Glendale Police Department**

Item	Description	Qty.	Unit Price	Total Price
1	MILO Range Customer Site Visit - MILO personnel will update customer system and troubleshoot components. MILO will load latest software version and new scenarios. MILO will provide refresher training for Glendale PD personnel.	1	\$4,995.00	\$4,995.00
(A) Requested Optional Training Items Total:				\$4,995.00

MILO Range Requested Options Sub-Total (A):				\$4,995.00
MILO Range System Total for City of Glendale Police Department:				N/C

-See Important Terms and Conditions Below-

FAAC (Seller) STANDARD TERMS AND CONDITIONS

- Orders should be issued to "FAAC Incorporated"
- Payment Terms: NET 30 from date of invoice
- Delivery: 45 Days ARO
- Partial Shipment and/or Partial Invoice are: Permitted.
- Warranty: 90 Days from date of shipment unless otherwise covered by existing system warranty.
- If this sale is subject to Use Tax, then you are liable for the tax and should make payment direct to your taxing authority.
However, we may collect Sales Tax for the following States: AK, CA, CO, FL, HI, KS, MA, MI, MO, MS, NC, NJ, NV, NY, SC, TN, TX, UT
- Quote Valid 90 days.
- All prices quoted in US Dollars (\$USD)

PURCHASING/CONTRACTING INFORMATION

- Cage Code – 3J401
- Tax ID – 38-2690218
- DUNS – 175204163
- Vendor POC – Cassandra Harrington (kassandra.harrington@milorange.com)
- Phone – 800-344-1707 x363
- Email – Contracts@faac.com
- Estimated Delivery Date – 45 Days ARO
- Order Fax to 734.531.4002

**2015 MILO Conference
Cost Sheet**

Date	Room / Prop	Number of Days	Time	Number of Hours	Cost / Hour	Total
4/29/2015 - 5/2/2015	MILO	4	0700-1700	40		0.00
4/29/2015	SR Classroom 1	1	0700-1700	10	57.00	570.00
4/29/2015 - 5/2/2015	SR Classroom 2	4	0700-1700	40	57.00	2,280.00

Total	2,850.00
Tax @ 3.4%	96.90
Grand Total	<u><u>2,946.90</u></u>