CITY CLERK
ORIGINAL

C-9944
04/29/2015

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 FCI Constructors, a(n) *Arizona 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: Business Meeting.

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):	May 15, 2015 from 7:00 AM – 4:00 PM
b)	Room(s):	219 - Lecture Hall
c)	Equipment:	None
d)	Rent:	$1,305.00 plus 3.4% Tax
e)	Costs:	$0.00
f)	Total Due:	$1,349.37
g)	Deposit:	$0.00
h)	Balance:	$1,349.37

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: **FCI Constructors, Inc.**
10922 West Glenn Drive
Glendale, AZ 85307

PO Box 2176
Litchfield Park, AZ 85340

Teresa A. Mullins
Office Manager

Signature: _____
Date: for Chuck Montgomery 4-22-15

Signature: _____
Date:

ATTEST:

_____
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/14/2015

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
USI Colorado, LLC Construction
1515 Wynkoop Street
Suite 200
Denver CO 80202

CONTACT NAME: Marianne Sewolt
PHONE (A/C, No, Ext): 800-873-8500 FAX (A/C, No):
E-MAIL ADDRESS: den.contractors@usi.biz

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Arch Insurance Company	11150
INSURER B: St Paul Fire and Marine Insurance C	24767
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
FCICON
FCI Constructors, Inc.
PO Box 1767
Grand Junction CO 81502

COVERAGES CERTIFICATE NUMBER: 1364876927 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			ZAGLB9190700	10/1/2014	10/1/2015	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			ZACAT9214100	10/1/2014	10/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / X OCCUR			ZUP16P9635714NF	10/1/2014	10/1/2015	EACH OCCURRENCE	$25,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$25,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ZAWCI9320500	10/1/2014	10/1/2015	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Lecture Hall 219, 05/15/2015
As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: the Certificate Holder is included as Additional Insured for work, acts or omissions under the General Liability. This insurance will apply on a primary and non-contributory basis.

CERTIFICATE HOLDER

City of Glendale
Glendale Regional Public Safety Training Center
11550 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

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