CITY CLERK
ORIGINAL

C-10471
12/02/2015

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 Concerns of Police Survivors (COPS), a(n) *Non-Profit 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: Traumas in Law Enforcement Seminar.

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):	12/7/15 thru 12/9/15 from 8:00 AM – 5:00 PM each day
b)	Room(s):	Room 219 – Lecture Hall
c)	Equipment:	None
d)	Rent:	$4,048.11 is being waived per Chuck Montgomery, Glendale PD is receiving 20 slots for attendance with an inherent value of $300 / per person.
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.

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

USER: **Concerns of Police Survivors**
P O Box 3199
Camdenton, MO 65020

Rachael Featherston
Training Coordinator

Signature:

Date: 12/2/15

Signature:

Date: 11-19-2015

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

* AS NOTED IN grant sheet