



Chandler · Arizona
Where Values Make The Difference



MEMORANDUM **Police Department – Memo 2016-083**

DATE: OCTOBER 13, 2016

TO: MAYOR AND COUNCIL

THRU: MARSHA REED, CITY MANAGER *MR*

FROM: SEAN DUGGAN, CHIEF OF POLICE *SD*

SUBJECT: RESOLUTION NO. 4997, AUTHORIZING THREE PUBLIC SAFETY TRAINING FACILITY USE AGREEMENTS BETWEEN CENTRAL ARIZONA COLLEGE AND THE CHANDLER POLICE DEPARTMENT FOR 2017 ADVANCED OFFICER TRAINING

RECOMMENDATION: Staff recommends City Council pass and adopt Resolution No. 4997, authorizing three Public Safety Training Facility Use Agreements between Central Arizona College and the Chandler Police Department for 2017 Advanced Officer Training; and authorize the Mayor to sign the Agreements and the Chief of Police to administer, execute, and submit all documents and other necessary instruments in connection with such Agreements.

BACKGROUND/DISCUSSION: The Chandler Police Department Training Unit is requesting permission to utilize the Public Safety Training Facility on the campus of Central Arizona College for its 2017 Advanced Officer Training (AOT). AOT consists of a variety of classes designed to meet the specific needs of new and veteran officers within the Chandler Police Department. In 2017, the police department will provide required AOT for approximately 340 sworn officers.

This site includes training facilities for police and fire programs, which will allow proposed onsite training of all sworn personnel, approximately 30 officers per day, over a three-week period in February of 2017. The Training Unit will utilize the driving track to conduct emergency response driving training and the fire training area for active shooter/officer down/rescue scenario training. Use of the Central Arizona College training site allows the Chandler Police Department to maintain critical safety protocols while conducting AOT in a confined, controlled area. The Chandler Police Department has no facility to accommodate such training and has used these facilities to conduct this training in the past.

FINANCIAL IMPLICATIONS: Each of the driving track agreements has a use fee of \$400. Total cost for the three agreements is \$1,200.

PROPOSED MOTION: Move City Council pass and adopt Resolution No. 4997, authorizing three Public Safety Training Facility Use Agreements between Central Arizona College and the Chandler Police Department for 2017 Advanced Officer Training; and authorize the Mayor to sign the Agreements and the Chief of Police to administer, execute, and submit all documents and other necessary instruments in connection with such Agreements.

Attachments: Resolution No. 4997

Copies of Use Agreements (three)

RESOLUTION NO. 4997

A RESOLUTION OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THREE PUBLIC SAFETY TRAINING FACILITY USE AGREEMENTS BETWEEN CENTRAL ARIZONA COLLEGE AND THE CHANDLER POLICE DEPARTMENT FOR 2017 ADVANCED OFFICER TRAINING

WHEREAS, Central Arizona College has training facilities that meet the needs of the Chandler Police Department; and

WHEREAS, the Chandler Police Department, in an effort to enhance the safety and skills of its officers in its mission of fighting crime and promoting community safety, wishes to enter into agreements with Central Arizona College for use of their public safety fire and driving track training facilities for its officers.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section I. THAT approval is granted for the City of Chandler to enter into the three Public Safety Training Facility Use Agreements.

Section II. THAT the Mayor is authorized to sign the Agreements and that the Chief of Police is appointed agent for the City of Chandler, to administer, execute, and submit all documents and any other necessary instruments in connection with said Agreements.

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this _____ day of _____, 2016.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO FORM:

 _____
CITY ATTORNEY

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4997 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2016, and that a quorum was present thereat.

CITY CLERK



**Central
Arizona
College**

COPY

**PUBLIC SAFETY TRAINING FACILITY
USE AGREEMENT**

In response to your request, Central Arizona College (CAC) has tentatively made reservations as listed below for your agency/organization. Please review these arrangements to be sure they are correct. Complete, sign, and return this agreement. A certificate of insurance must also be submitted before scheduling is complete. A copy of this Agreement will be returned for your records.

Date(s) of event: Feb. 7-10, 2017 Half-day Full-day Multi-day (if all apply, specify below under Special Request)

Agency/Organization: Chandler Police Department

Please note: If multi-agencies are attending, a Use Agreement and Certificate of Insurance will need to be submitted from each agency. (Please check appropriate box)

Law Enforcement Agency Correctional Facility Fire Service Other: _____

Contact Person: Tanya Keeton

Phone: 480-782-4939

Address: Mail Stop 303, P.O. Box 4008

Chandler

az 85244

Street

City

State Zip

Time (allow for set-up/clean up): 0730-1700

Attending: 30

Please check box of requested area(s):

Firing Range Driving Track MILO POPAT Fire Training Center Other: _____

Special Request: _____

Charge for Use (see attached fee schedule): \$400.00

RELEASE AND INDEMNIFICATION OF OWNER

WHEREAS, the Pinal County Community College District, operating as Central Arizona College (the "College"), has a Public Safety Training Facility located at its Signal Peak campus (the "Facility"), suitable for the training of law enforcement officers, fire department personnel, other emergency response personnel and some private organizations.

WHEREAS, the College, through its officers and employees, is willing to permit Agency's/Organization's entry upon the Facility for the stated purpose, provided that the College will not thereby incur the risk of any liability to Agency/Organization, its members, officers, employees, trainees or to third parties who may be injured as a result of Agency's/Organization's presence or actions at the Facility.

IN CONSIDERATION OF the College's permitting Agency's/Organization's entry upon the property and use of the Facility, the Agency/Organization agrees to indemnify, defend and hold harmless the College, its officers, employees and all related entities from any and all loss, liability, damage, claims, costs and expenses, including attorney's fees, which the College may hereafter incur as a result of Agency's/Organization's entry upon and activity at the Facility.

Agency/Organization accepts responsibility for inspecting the condition of the Facility and the surrounding property, and releases and agrees not to sue the District or any of its officers or employees for any injury, loss or damage which Agency/Organization, Agency's/Organization's employees or other persons under their direction may suffer as a result of entry upon and activity at the Facility.

Dated at _____, Arizona the _____ day of _____, 20____
(city/town)

City of Chandler, an Arizona municipal corporation

AGENCY/ORGANIZATION REQUESTING FACILITY

By signing this Release and Indemnification, I certify that I have the authority to bind and obligate Agency/Organization to the terms herein.

By _____
Signature

Title

APPROVED AS TO FORM:

<p>For Office Use Only</p> <p><input type="checkbox"/> Certificate of Insurance</p> <p>Expiration date _____</p> <p>Received by _____</p> <p>Date _____</p>
--

ATTEST:

City Clerk

City Attorney



**Central
Arizona
College**

**PUBLIC SAFETY TRAINING FACILITY
USE AGREEMENT**

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Date(s) of event: Feb. 21-24, 2017 Half-day Full-day Multi-day (if all apply, specify below under Special Request)

Agency/Organization: Chandler Police Department

Please note: If multi-agencies are attending, a Use Agreement and Certificate of Insurance will need to be submitted from each agency. (Please check appropriate box)

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City Clerk

City Attorney