



MARICOPA
COMMUNITY COLLEGES

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
2411 West 14th Street, Tempe, AZ 85281-6942

FACILITY USE AGREEMENT

College/Unit: GCC
Class: _____
Non-profit Tax No.: _____

1. REQUESTING ORGANIZATION

Name of Organization ("User"): Greater Phoenix Orienteering Club
Mailing Address: 17803 N. 64th Dr. City: Glendale State: AZ Zip: 85308
Responsible Person: Ron Birks Telephone: 602-753-8535 Fax: _____

SMOKING OR USE OF TOBACCO PRODUCTS ON MCCCCD LEASED OR OWNED PROPERTY IS STRICTLY PROHIBITED, INCLUDING ANYWHERE OUTDOORS.

2. STATUS OF ORGANIZATION

Users who are governmental entities or community entities may be entitled to a reduced rental rate, excluding services and equipment, if applicable. A "community entity" is a corporation or other legal entity whose business is non-commercial; is unrelated to the Maricopa County Community College District ("MCCCD"); and is recreational, educational, political, economic, artistic, moral, scientific, social, religious or for some other civic purpose in the interest of the community.

If applicable, User certifies that it is a: public entity a community entity, as specified below

If "community entity" box is checked, User's community business is: recreational educational political economic artistic moral scientific social religious for some other civic purpose in the interest of the community described as follows: _____

3. EVENT DETAILS

Event Date(s): Oct. 9, 2021 Hours of Event From: 6:30AM To: 2:30PM
Set-up Date: 10/9/21 Time: 6:00AM Restore by Date: 10/9/21 Time: 3:30PM
Name of Event: Navigation Training Courses Admission Fees: NA

4. FEES

Under MCCCD's administrative regulation governing the use of MCCCD facilities, the District Office and the Colleges must charge a standard, market-based rent unless the User qualifies as an entity defined under Section 2 above, in which case the District Office or a college may charge a reduced rate.

The unit rate specified in this Section 4 is: the standard rate a reduced rate . Please check the appropriate box. Fees must be paid in full no later than ten (10) business days prior to the scheduled event. If User must cancel, no refunds will be issued to the User ten (10) business days or less prior to the scheduled event.

| FACILITIES REQUESTED ("Premises") | QUANTITY | UNIT | UNIT RATE | EXTENSION |
|-------------------------------------|----------|------|-----------|-----------|
| GCC Outdoor Area (see attached map) | 1 | Day | \$75.00 | \$75.00 |
| | | | | |
| | | | | |
| PERSONNEL REQUESTED | QUANTITY | UNIT | UNIT RATE | EXTENSION |
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| EQUIPMENT REQUESTED | QUANTITY | UNIT | UNIT RATE | EXTENSION |
| | | | | |
| | | | | |
| UTILITIES/SERVICES REQUESTED | QUANTITY | UNIT | UNIT RATE | EXTENSION |
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| MCCCD POLICE SERVICES ¹ | QUANTITY | UNIT | UNIT RATE | EXTENSION |
|--|--|------|-----------------------------|----------------|
| FOR FISCAL OFFICE USE ONLY | | | SUBTOTAL: | \$75.00 |
| REMIT TO: Glendale Community College, Bus. Service 6000 W. Olive Ave. Glendale, AZ 85302 | DEPOSIT TO ACCOUNT: GCC02-47301-GCMAINCA- 230-801800-OP/MNTPLNT | | TAX (if applicable): | .38 |
| | PAYMENT DUE DATE: 10/8/21 | | TOTAL FEES: | \$75.38 |

5. ADDITIONAL PROVISIONS.

User agrees to comply with covid 19 addendum attached herein.

6. CRIMES OR SUSPECTED CRIMES. User will immediately report any crime or suspected crime to MCCCD's Department of Public Safety at 480-784-0900 (non-emergency) or 480-784-0911 (emergency).

7. CONCESSIONS. User may not operate a concession stand or otherwise sell items on the Premises unless the College President or designee specifically authorizes that activity.

Concessions or sales of items will will not occur in conjunction with this Agreement. If yes, please signify approval below:

Signature of College President or Designee: _____

8. PREMISES. The User agrees that s/he has inspected the premises and accepts them in the condition found.

9. FACILITIES RULES & PROCEDURES. The following specific rules will be observed while User is using any facility under jurisdiction of the MCCCD. User will be responsible for enforcing these rules, to the extent related to this event, and liable for any damages resulting from the negligence or intentional conduct of User or its employees, if applicable.

- 9.1. Possession or consumption of alcoholic beverages or gambling anywhere on MCCCD property is prohibited.
- 9.2. Food and drink will be allowed in designated areas only, or as approved by the Vice Chancellor, College President/Provost, or designee.
- 9.3. **Smoking or use of tobacco products on MCCCD leased or owned property is strictly prohibited, including anywhere outdoors. User will be responsible for communicating the prohibition to those attending its event and ensuring that its employees, attendees, contractors or anyone on MCCCD property related to the event comply with the prohibition.**
- 9.4. User will comply with MCCCD Administrative Regulation 4.6 concerning weapons and dangerous instruments.
- 9.5. Persons attending the event will confine themselves to the specific part of the facility assigned to User and identified in this Agreement as the Premises.
- 9.6. MCCCD reserves the right to approve of all advertising in conjunction with the Agreement. User may not advertise in any way that suggests that the activity for which User is renting MCCCD facilities is sponsored by MCCCD or any of its colleges or skill centers. MCCCD may immediately cancel this Agreement without User recourse if User violates this provision.
- 9.7. Use of MCCCD's logos is strictly prohibited. Additionally, the use of any of MCCCD's names is prohibited except to the extent to identify an MCCCD facility as the location of the event specified in this Agreement.
- 9.8. Use of MCCCD equipment or supplies will not be permitted without prior specific approval of the Vice Chancellor, College President/Provost, or designee, when appropriate charges and arrangements have been made.
- 9.9. The Premises must be vacated by 11:00 p.m., unless permission is otherwise granted specifically in the Agreement. User is responsible for compliance with this policy.
- 9.10. Preparation of the Premises for User's program will not interfere in any way with existing MCCCD programs at any location.
- 9.11. User agrees to take proper care of the Premises and to restore the Premises to the condition in which it was found, normal wear and tear excepted, by the end of the work day following the last-scheduled activity. The Vice Chancellor for Business Services or College Director of Buildings and Grounds will be the sole judge in this matter.
- 9.12. User agrees that if the Premises has not been restored to the original condition by the day following the last-scheduled activity, MCCCD will restore the Premises and the reasonable cost of such restoration will become the financial obligation of User.
- 9.13. User is responsible for obtaining all permits, licenses or permissions relating to its event, including those for any intellectual property owned by third parties that User intends to use while on the Premises.
- 9.14. **Athletic/Outdoor Facilities.**
 - 9.14.1. No glass containers or breakable articles will be allowed on the Premises that consists of any athletic/outdoor facility.

¹Certain types of events that outside parties schedule at MCCCD facilities may necessitate the presence of MCCCD's Department of Public Safety, such as use of a College's sports facilities to which the public is invited. In those instances, the MCCCD employee completing this form should confer with the MCCCD Chief of Police to determine whether and, if so, how many officers will be needed before sending this form to the User to sign. User will be charged for these services.

- 9.14.2. All exterior public address systems will be operated under the supervision of designated MCCCDC personnel, with volume set low enough to avoid community nuisance or disturbance of any type.
- 9.14.3. Exterior lights will be turned on only for events specified under the Agreement.
- 9.14.4. For School District Users of Athletic Facilities for Interscholastic Athletic Activities (Practice Session, Game, or other Interscholastic Athletic Activities): User agrees that it complies with all provisions of ARS § 15-341-24(b) relating to athletic activities. Specifically, User will have policies and procedures that require an athlete who is suspected of sustaining a concussion in a practice session, game, or other interscholastic athletic activity be immediately removed from the athletic activity, and be allowed to return to play on the same day only if a health care provider rules out a suspected concussion at the time the athlete is removed from play.
- 9.14.5. If fields need to be lined for the scheduled event, the fields will not be lined until all necessary required documents are received and approved by College Facilities Scheduling Services, and fees paid in full no later than ten (10) business days prior to the scheduled event.

9.15. **Indemnification**

- 9.15.1. **For Non-Public Entity Users.** To the fullest extent permitted by law, User will defend, indemnify, and hold harmless MCCCDC, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from breach of a material term of this Agreement, or from negligent or intentional acts, or omissions of the User, its agents, employees, or any tier of its subcontractors in the performance of this Agreement. If applicable, User will also indemnify, defend, and hold harmless MCCCDC and its officers, officials, employees and agents against any claim (including but not limited to attorney fees and court costs) that their authorized use of User's services under this Agreement violates the claimant's property rights. The amount and type of insurance coverage requirements of this Agreement will in no way be construed as limiting the scope of indemnification in this Paragraph. All claims, damages, losses and expenses that arise from the operations of the User as described in this Agreement, are the sole responsibility of the User and this indemnification provision shall apply.
- 9.15.2. **For Public Entity Users.** Each party (as 'indemnitor') agrees to defend, indemnify, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury or any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

10.16 **Insurance Requirements for Non-Public Entities.** If the User is not a public entity, User shall maintain during the term of this Agreement insurance policies described below issued by companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an A.M. Best rating of A-VIII or better. Before the start of the Agreement, User will furnish to the college with certificates of insurance evidencing coverage, conditions, and limits required by this Agreement at the following address to:

Glendale Community College | ATTN: Facilities Management
6000 W. Olive Ave. | Glendale, AZ 85302 | or by email to: event.services@gccaz.edu

The insurance policies, except Worker's Compensation must be endorsed as required by this written Agreement to name Maricopa Community Colleges, its agents, officers, officials, employees, and volunteers as additional insureds with the following language or its equivalent:

Maricopa County Community College District, its agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear.

The insurance policies shall contain a waiver of subrogation endorsement, as required by this written Agreement, in favor of Maricopa County Community College District, its agents, officers, officials, employees, and volunteers for losses arising from work performed by or on behalf of the User.

Each insurance policy required by the insurance requirements of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to the College Representative, except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given. Such notice should be sent directly to College Representative. If any insurance company refuses to provide the required notices, the User or its insurance broker shall notify the College Representative of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurer's notification to that effect. The User's insurance must be primary, and any insurance or self-insurance maintained by MCCCDC will not contribute to it. If any part of the Agreement is subcontracted, these insurance requirements also apply to all subcontractors.

Any modification or variation of the insurance requirements in this Agreement shall be made by the MCCCDC Risk Management Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

- 10.16.1. **Commercial General Liability (CGL) – Occurrence Form.** Policy shall include bodily injury, property damage, and broad form contractual liability coverage, including but not limited to, the liability assumed under the indemnification provisions of this Agreement.
 - General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000

| | | | | |
|----------------|-----------------|----------------------------------|--------------------------|--|
| COPIES: | 1 - USER | 2 - ORIGINATOR/FACILITIES | 3 - FISCAL OFFICE | 4 - DISTRICT TAX GENERAL ACCOUNTING |
|----------------|-----------------|----------------------------------|--------------------------|--|

- Personal and Advertising Injury \$1,000,000
- Damage to Rented Property \$50,000²
- Each Occurrence \$1,000,000

10.16.2. If applicable, **Commercial Auto Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the User's, and, if applicable, the subcontractor's, owned, hired, and non-owned vehicles; and

10.16.3. If applicable, **Worker's Compensation** insurance with limits statutorily required by an Federal or state law and **Employer's Liability** insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

10. DEFINITION OF "CONFIDENTIAL INFORMATION." "Confidential Information" is any MCCCC non-publicly available data or information in all forms collected, stored, or maintained that encompasses information that is personal to or uniquely identifies students, employees, agents, or other MCCCC constituents, including but not limited to information that is protected by law or regulation. Confidential information includes, but is not limited to, Social Security numbers, student records, student financial records (regarding students, their parents or sponsors), financial, credit, payment card and personal information regarding MCCCC employees and students, protected health information, and other personally identifiable information. Applicable laws related to confidential information include Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act of 1996 (HIPAA), Gramm-Leach-Bliley Act (GLBA aka Financial Services Modernization Act of 1999), Payment Card Industry Data Security Standard (PCI DSS), and applicable state laws.

11. ACCESS TO NON-PUBLIC PLACES OR TO MCCCC'S SYSTEMS; CONFIDENTIALITY OBLIGATIONS. Under this Agreement, User's employees, officers, representatives, contractors or agents ("Persons") may have access to non-public MCCCC places such as offices or classrooms, or access to MCCCC's systems unattended by MCCCC employees by being given a Maricopa Enterprise Identification ("MEID") e-mail address and a password. Persons who are given an MEID e-mail address and a password are Persons of Interest under MCCCC Security and Privacy Standards³ and are required to take MCCCC's security and privacy training before being given access to MCCCC's systems. If the actions or inactions of any Persons who have access to MCCCC's non-public places or who are Persons of Interest cause or may have caused a security incident (as defined in Section 13) or an unauthorized disclosure of Confidential Information, User is responsible for following the procedures specified in Sections 12 and 13.

12. REPORTING REQUIREMENTS. User will inform MCCCC's Chief Privacy Officer by sending an e-mail to protectprivacy@maricopa.edu immediately, and in no event later than within one (1) business day if User Persons have reason to believe that an actual or suspected security incident or any other circumstance has occurred in which MCCCC may be required to provide a notification under applicable law.

13. SECURITY INCIDENT. For purposes of this Agreement, "security incident" means the unauthorized access and/or misappropriation of Confidential Information. If the actions or inactions of any Persons who have access to MCCCC's non-public places or who are Persons of Interest cause or may have caused a security incident (as defined in Section 13) or an unauthorized disclosure of Confidential Information, User will be responsible for the costs, expenses or fines assessed to MCCCC related to the security incident or unauthorized disclosure including, if applicable, notification, forensic services, call centering services, credit monitoring.

14. CANCELLATION. MCCCC may cancel this Agreement for reasons related to the needs of its educational mission. MCCCC may also cancel this Agreement under ARS § 38-511 for a violation of that statute. This notice complies with the requirements of that statute. MCCCC will provide User with prompt written notice of the need to cancel this Agreement. MCCCC will not be liable for any damages whatsoever relating to the cancellation of this Agreement. User must provide MCCCC with thirty (30) days prior written notice of intent to cancel.

ACCEPTANCE. In signing, the User stipulates that s/he has read, understands, and accepts the terms of this Agreement.

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
for its Colleges and Skill Centers

Signature: Augustine Erpelding
Augustine Erpelding
Vice President, Administrative Services

Date: 09/21/21

ORGANIZATION
Greater Phoenix Orienteering Club

Signature: Ron Birks
Ron Birks
Title President, Greater Phoenix Orienteering Club

Date: 17 Sep 2021

Email: birks@yahoo.com

Other Approvals (if necessary)

Signature: _____

Date: _____

² May change depending on the type of risk.

³ Section 4.22, Statement on Privacy (<https://district.maricopa.edu/regulations/admin-regs/section-4/4-22>), Section 4.23, Written Information Security Program (<https://district.maricopa.edu/regulations/admin-regs/section-4/4-23>) and Section 4.24, Information Security and Privacy Incident Response Plan (<https://district.maricopa.edu/regulations/admin-regs/section-4>).

Addendum to Facility Use Agreement Current Requirements for Facilities Use

All non-MCCCD parties that contract to use an MCCCD facility/space must adhere to the following requirements. The Event Organizer is responsible for advising the attendees of these requirements and ensuring their compliance.

Social Distancing and Face Covering Requirements

1. Event Organizers must provide for and maintain a minimum of three feet of separation between attendees at all times during the event.
 - a. Tables and chairs will be arranged in advance.
 - b. The posted maximum occupancy for the facility or space may be reduced or restricted at the discretion of MCCCD to meet social distancing requirements. The Event Organizer shall designate one or more individuals to ensure that the occupancy restrictions are not exceeded.
 - c. The Event Organizer shall instruct attendees what parts of the facility are accessible to them and what areas are restricted.

2. All individuals attending **indoor** events are required to wear a face covering that covers the nose and mouth.
 - a. Event Organizers are required to provide face coverings for the attendees who do not bring their own; MCCCD is not responsible for providing face coverings.
 - b. Individuals who cannot wear a face covering due to medical conditions, religious beliefs or are young children under the age of 2 should not attend the event. Event Organizers are responsible for complying with all Americans with Disabilities Act and other federal law requirements for providing accommodations for those who cannot wear a face covering, including remote access to the event via Internet.
 - c. The use of face coverings is not a substitute for social distancing; both shall be adhered to while on MCCCD properties.
 - d. The face coverings may be removed to eat and drink as long as the three feet of separation is maintained.

List of Attendees and Contact Requirements.

3. Event Organizers must maintain a list of attendees for at least one month from the date of the event to capture late reporting.
 - a. Attendees should be instructed to notify the Event Organizer if they become ill with COVID-19 within 14 days of the event.

- b. If the Event Organizer is notified that an attendee is COVID-19 positive, the Event Organizer shall be responsible for:
 - i. notifying the MCCCC facilities contact immediately, of all places that person came into contact with so that notification can be made to MCCCC staff that may have been present;
 - ii. notifying all attendees of the COVID-19 exposure, and providing attendee information to the appropriate public health authority.
4. The Event Organizer shall ensure that all wares, materials, props, food & drink etc. that were brought for the event are removed or disposed of in the provided trash receptacles, to facilitate cleaning and disinfection after each rental.
5. Food and drink offered by the Event Organizer shall be in the forms of either box style meals or via buffet style that is manned by one or more designated individuals to "serve" the food.
6. These requirements are written to reflect the most current guidance from government officials, and public health and other authorities. They are subject to change at the sole discretion of MCCCC.

Expectation for Adherence to Requirements

The Event Organizer is responsible for ensuring all requirements outlined in this Addendum are adhered to at all times while on MCCCC premises.

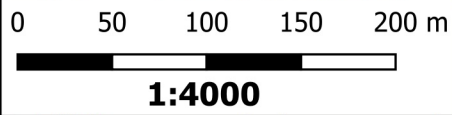
At any time during the event, non-adherence to these requirements shall result in a warning from MCCCC that the event is in non-compliance with the requirements and that continued non-compliance will result in immediate termination of the event.

Should the event be terminated for non-compliance with these requirements, the Event Organizer shall not be entitled to a refund.

Requirements for Use of Outdoor Facilities

All requirements specified in this Addendum shall apply to outdoor events held on MCCCC premises, with the following additional requirements or exceptions:

- a. Community events for COVID testing and food distribution. The Event Organizer shall be responsible for providing receptacles or containers for any waste materials, including any medical waste, and may be required to transport waste materials from MCCCC premises for proper disposal. The Event Organizer may be required to provide additional cleaning and disinfecting as deemed necessary by MCCCC.
- b. The Event Organizer is responsible for submitting a traffic plan with the MCCCC if the event could affect traffic flow on public rights-of-way. The Event Organizer is responsible for providing traffic support. The Event Organizer is responsible for obtaining any traffic plan approvals or permits from appropriate municipal departments and must notify all public transit organizations of traffic plans.
- c. Athletic Events. All athletic events must adhere to the guidelines and protocols established by MCCCC for MCCCC's own athletic events, including requirements for participants in athletic events and spectators.
- d. Other Outdoor Events. Other outdoor events shall adhere to the requirements in this Addendum.



Event Name
Course Name
Day, Month Date, Year

Contour Interval: 40 feet
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gphxo.org

200 meters
100 meters

Magnetic North Line

