



**MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT**  
2411 West 14<sup>th</sup> Street, Tempe, AZ 85281-6942

**FACILITY USE AGREEMENT**

College/Unit: GCC  
Class: 1  
Non-profit Tax No.: \_\_\_\_\_

**1. REQUESTING ORGANIZATION**

Name of Organization ("User"): City of Glendale - Police Dept.  
Mailing Address: 6835 N. 57th Dr. City: Glendale State: AZ Zip: 85301  
Responsible Person: Sgt. Kim Dominguez Telephone: 623.930.3158 Fax: 623.931.2157

**SMOKING OR USE OF TOBACCO PRODUCTS ON MCCCD 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 Community Colleges; 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:  governmental entity  a community entity.

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. INSURANCE**

Insurance Company: Technology Ins. Co. Policy No.: Cert. on file

**4. EVENT DETAILS**

Event Date(s): May 15, 16, 2016 Hours of Event From: 4:30am To: 8:00am  
Set-up Date: \_\_\_\_\_ Time: 4:15am Restore by Date: \_\_\_\_\_ Time: 8:30am  
Name of Event: Physical Assessments Admission Fees: \_\_\_\_\_

**5. FEES**

FACILITIES REQUESTED	QUANTITY	UNIT	UNIT RATE	EXTENSION
Track	7	hr	\$30.00	\$210.00
PERSONNEL REQUESTED	QUANTITY	UNIT	UNIT RATE	EXTENSION
EQUIPMENT REQUESTED	QUANTITY	UNIT	UNIT RATE	EXTENSION
UTILITIES/SERVICES REQUESTED	QUANTITY	UNIT	UNIT RATE	EXTENSION
Stadium Lighting (west side)	2	hr	\$20.00	\$ 40.00
<b>FOR FISCAL OFFICE USE ONLY</b>			<b>SUBTOTAL:</b>	<b>\$250.00</b>
<b>REMIT TO:</b>		<b>DEPOSIT TO ACCOUNT:</b>		<b>TAX (if applicable):</b>
Glendale Community College		230-150-251930-47330		\$ 1.25
Attn: Business Services		<b>PAYMENT DUE DATE:</b>		
6000 W. Olive Ave.		05/31/16		<b>TOTAL FEES:</b>
Glendale, AZ 85302				<b>\$251.25</b>

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6. **ADDITIONAL PROVISIONS.**

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 shall be observed while User is using any facility under jurisdiction of the Maricopa County Community College District, ("MCCCD"). User shall 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.

- 9.1. Possession or consumption of alcoholic beverages or gambling anywhere on the premises is prohibited.
- 9.2. Food and drink shall 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 shall 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 shall comply with MCCCD Administrative Regulation 4.6 concerning weapons and dangerous instruments.
- 9.5. Persons attending the event shall confine themselves to the specific part of the facility assigned to User.
- 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 shall 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. All facilities 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 grounds or facility for User's program shall not interfere in any way with existing MCCCD programs at any location.
- 9.11. User agrees to take proper care of the facility and to restore the facility 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 or College Director of Buildings and Grounds will be the sole judge in this matter.
- 9.12. User agrees that if the facility has not been restored to the original condition by the day following the last-scheduled activity, MCCCD shall restore the facility and the reasonable cost of such restoration shall 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 shall be kept on the premises of any athletic/outdoor facility.
  - 9.14.2. All exterior public address systems shall be operated under the supervision of designated MCCCD personnel, with volume set low enough to avoid community nuisance or disturbance of any type.
  - 9.14.3. Exterior lights shall 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 Arizona Revised Statutes Section §15-341-24(b) relating to athletic activities. Specifically, user shall 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.

- 9.15. **Indemnification.** To the fullest extent permitted by law, User shall defend, indemnify, and hold harmless MCCCDC, and 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 the acts, errors, mistakes, omissions, or use of facility by User, its agents, officers, employees, or contractor/sublessee in the use of this facility. 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.
- 9.16. **Insurance.** User shall maintain during the term of this facility use insurance policies described below issued by companies licensed in Arizona with a current A.M. Best rating of A:VIII or better. At the signing of this Agreement, User shall furnish the MCCCDC Risk Manager with certificates of insurance evidencing the required coverages, conditions, and limits required by this Agreement at the following address:

MCCCDC Risk Manager  
2411 West 14<sup>th</sup> Street  
Tempe, AZ 85281-6942

Tel: 480-731-8879 / Fax: 480-731-8890

The insurance policies, except Worker's Compensation, shall be endorsed 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 and its agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear.*

In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two years past expiration of this Agreement and must be evidenced by annual certificates of insurance. The insurance policies shall be endorsed stating that they shall not expire, be cancelled, suspended, voided or materially changed without 30 days written notice by certified mail to the MCCCDC Risk Manager. User's insurance must be primary, and any insurance or self-insurance maintained by the MCCCDC shall not contribute to it. If any part of this Agreement is subcontracted, these insurance requirements also apply to all subcontractors. Insurance coverage required under this Agreement is:

- 9.16.1. **Commercial General Liability** insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, including but not limited to, the liability assumed under the indemnification provisions of this Agreement;
- 9.16.2. **Automobile 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 User's owned, hired, and non-owned vehicles;
- 9.16.3. **Workers' Compensation** insurance with limits statutorily required by any Federal or state law and **Employer's Liability** insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit; and
- 9.16.4. If requested and depending on the extent of User's use of MCCCDC's technology resources, **Cybersecurity** insurance for data security and privacy coverage including costs of investigating a potential or actual breach of sensitive information and responding as recommended by counsel (e.g., computer forensic investigation, outside counsel, notification mailing and call centering including voluntary notification, credit monitoring and identity restoration costs, costs incurred in connection with any regulatory investigation, fines or penalties assessed by a regulator, and litigation defense costs and indemnification) with limits of not less than \$1,000,000 per occurrence.

#### **CONFIDENTIALITY AND PRIVACY REQUIREMENTS.**

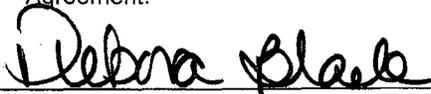
*Paragraphs 10 through 15 apply where the User will be using MCCCDC's technology resources, or is otherwise likely to have access to MCCCDC Confidential Information.*

10. **DEFINITION OF "CONFIDENTIAL INFORMATION."** For purposes of this Agreement, "Confidential Information" (including MCCCDC data) is defined as any and all information and data whose collection, disclosure, protection, and disposition is governed by federal, state, local or international law or regulation, but does not include (i) information and data that are already known by the receiving party, (ii) information and data that becomes generally available to the public except as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information and data that become known to the receiving party from a source other than the disclosing party on a non-confidential basis. This information and data include, but are not limited to, Social Security Numbers, student records, financial records regarding students (or their parents or sponsors), financial and personal information regarding college employees, personal health information (as defined by the Health Insurance Portability and Accountability Act of 1986) and other personally identifiable information protected by law or regulation.
11. **REPORTING REQUIREMENTS.** User and its subcontractors who may potentially have access to sensitive information will be required to undergo a security background check that meets MCCCDC's requirements. User shall inform MCCCDC's Chief Privacy Officer by sending an e-mail to [protectprivacy@maricopa.edu](mailto:protectprivacy@maricopa.edu) immediately, and in no event

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later than within one (1) business day if User and/or its subcontractors/agents have reason to believe that an actual or suspected security incident or any other circumstance has occurred in which MCCCCD may be required to provide a notification under applicable law, at which point MCCCCD will determine any additional information needed or steps to be taken, and will make a legal determination regarding its course of action. Any such notice and all communications concerning a situation for which notice is provided are part of the confidential joint defense of MCCCCD and User, as investigation and notification of such a situation may lead to regulatory investigation and/or litigation, depending on the specific factual situation that is presented.

- 12. **SECURITY INCIDENT.** For purposes of this Agreement, "security incident" means the unauthorized access and/or misappropriation of Confidential Information, including but not limited to personally identifiable information or protected health information. In the event that a suspected security incident occurs, User will be completely accountable and responsible, financially and otherwise, for the cost of retaining vendors to perform services such as forensics. Also, in the event that applicable law requires notification to individuals or others of such a security incident, User will (i) be completely accountable and responsible, financially and otherwise, at no cost to MCCCCD, (ii) retain a mutually agreed upon vendor to provide notification and call centering services, and (iii) offer to provide two (2) years of industry standard credit monitoring, identity theft restoration services and identity theft insurance to each affected individual at no cost to MCCCCD or such affected individual. Additionally, User shall indemnify, defend and hold MCCCCD harmless from claims of any kind relating to the disclosure of personally identifiable information or protected health information, regardless of whether notification is required under federal, state, local or international law, caused by the negligence of User.
- 13. **APPLICABLE LAWS.** User agrees to comply with all applicable international and domestic data security and privacy laws that apply to cross-border and domestic transmission of Confidential Information.
- 14. **RECORD AND DATA RETENTION, OWNERSHIP AND DECOMMISSIONING.** As a political subdivision of the state of Arizona, MCCCCD is subject to applicable laws related to the inspection and production of public records. A public record entails any record, either paper or electronic, made by a public officer (including members of the Governing Board, faculty, staff and administrators) and kept as a memorial of an official transaction. Pursuant to Arizona Revised Statutes §41-151.12, MCCCCD must retain records according to established retention periods. Records required for ongoing or foreseeable official proceedings such as audits, lawsuits or investigations must be retained until released from such official proceedings. Thus, User shall not disclose, use, destroy, transfer or otherwise manage those records and data except as provided herein or, if this Agreement is silent, without the express written approval of an authorized MCCCCD representative. User shall work with MCCCCD to transfer all of MCCCCD's records and data to MCCCCD on the termination or expiration of this Agreement. Confidential Information of the disclosing party will be returned to the disclosing party or destroyed promptly upon request of the disclosing party without retaining any copies thereof, with any destruction confirmed in writing by receiving party.
- 15. **SECURITY AND PRIVACY PROTECTIONS.** User's changes to any of its internal security or privacy policies or information protection practices will retain the level of protection provided for MCCCCD's data at a level that is materially the same or greater than the level of protection provided at the outset of the Term of this Agreement.
- 16. **ACCEPTANCE.** In signing, the User stipulates that s/he has read, understands, and accepts the terms of this Agreement.



Signature of User

Name: DEBORA BLACK

Title: POLICE CHIEF

Date: 4-18-16

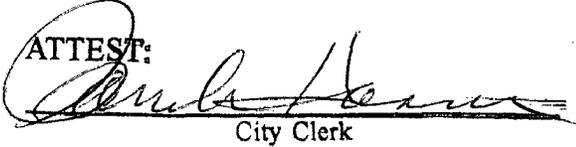


Signature of MCCCCD Official

Name: Jeff Glemba

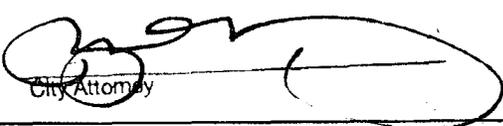
Title: Facilities Coordinator

Date: 4/14/16

ATTEST:  


City Clerk

Approved as to form



City Attorney

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# CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)  
4/19/2016

**PRODUCER**  
 ALLIANT INSURANCE SERVICES, INC.  
 P.O. Box 6450  
 Newport Beach, CA 92658-6450  
 License No. 0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND  
 CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS  
 CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE  
 AFFORDED BY THE POLICIES BELOW.

Ph (949) 756-0271 / Fax (949) 756-2713

### COMPANIES AFFORDING COVERAGE

**INSURED**  
  
 CITY OF GLENDALE, AZ  
 5850 W. GLENDALE AVE, SUITE B56  
 GLENDALE, AZ 85301

COMPANY LETTER	<b>A</b>	TECHNOLOGY INSURANCE COMPANY.
COMPANY LETTER	<b>B</b>	SAFETY NATIONAL CASUALTY CORP.
COMPANY LETTER	<b>C</b>	
COMPANY LETTER	<b>D</b>	
COMPANY LETTER	<b>E</b>	

### COVERAGES

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, EXCLUSION AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
<b>A</b>	<b>GENERAL LIABILITY</b>	TPP1014257 04  Subject to \$1,000,000 SIR	07/01/2015	07/01/2016	<b>GENERAL AGGREGATE</b>	\$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				<b>PRODUCTS-COMP/OP AGG.</b>	\$1,000,000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				<b>PERSONAL &amp; ADV. INJURY</b>	\$1,000,000	
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				<b>EACH OCCURRENCE</b>	\$1,000,000	
					<b>FIRE DAMAGE (Any one fire)</b>		
					<b>MED. EXPENSE (Any one person)</b>		
<b>A</b>	<b>AUTOMOBILE LIABILITY</b>	TPP1014257 04  SUBJECT TO \$1,000,000 SIR	07/01/2015	07/01/2016	<b>COMBINED SINGLE LIMIT</b>	\$1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO				<b>BODILY INJURY (Per person)</b>		
	<input type="checkbox"/> ALL OWNED AUTOS				<b>BODILY INJURY (Per accident)</b>		
	<input type="checkbox"/> SCHEDULED AUTOS				<b>PROPERTY DAMAGE</b>		
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	<b>GARAGE LIABILITY</b>						
<b>B</b>	<b>EXCESS LIABILITY</b>				<input type="checkbox"/> UMBRELLA FORM	<b>EACH OCCURRENCE</b>	
					<b>AGGREGATE</b>		
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				<b>SELF-INSURED RETENTION</b>		
<b>B</b>	<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>	SP4053430 SUBJECT TO \$800,000 RETENTION	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> STATUTORY LIMITS		
					<b>EACH ACCIDENT</b>	\$2,000,000	
					<b>DISEASE-POLICY LIMIT</b>	\$2,000,000	
					<b>DISEASE-EACH EMPLOYEE</b>	\$2,000,000	
	<b>OTHER</b>						

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**  
 AS RESPECTS USE OF THE TRACK AT MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT ON MAY 15 AND 16, 2016 FOR POLICE PHYSICAL ASSESSMENTS.  
 MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT AND ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR SOLELY WITH RESPECT TO GENERAL LIABILITY ARISING OUT OF ACTIVITIES PERFORMED BY OR ON BEHALF OF THE NAMED INSURED PER ATTACHED ENDORSEMENT.

**SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.**

### CERTIFICATE HOLDER

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT  
 2411 W. 14TH STREET  
 TEMPE, AZ 85281-6942

### 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



**SPECIFIED ADDITIONAL INSURED ENDORSEMENT – PRIMARY/NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

SPECIAL EXCESS LIABILITY POLICY FOR THE ALLIANT NATIONAL MUNICIPAL LIABILITY (ANML) PROGRAM

Schedule of Additional Insureds		
Additional Insured	Specified Contract	Contract Date
Where required by contract		

The insurance policy to which this endorsement applies provides the **Company** the right, but not a duty, to defend the **Named Insured** in a claim or suit. In addition, this policy provides insurance in excess of a **retained limit**. The additional insured(s) listed above will be subject to the same policy terms, conditions and limitations provided to the **Named Insured**.

1. The following is added to **SECTION V. WHO IS AN INSURED, COVERED PERSONS OR ENTITIES:**

Any person(s), entity(ies), or organization(s) listed in the Schedule of this endorsement to whom the **Named Insured** is obligated by virtue of a written contract to provide insurance solely with respect to **bodily injury** and **property damage** is an additional insured.

2. The Limits of Insurance afforded under this endorsement to such scheduled person(s), entity(ies), or organizations(s) will be limited to the limits of insurance required within the terms of the written contract or the limits of insurance of this policy, whichever is less. We will not be obligated for limits of insurance shown in the written contract that are greater than the limits of insurance of this policy.

However, Paragraphs 1 and 2 above do not apply to a person(s), entity(ies) or organization(s) unless the **Named Insured** had a specific written contract from that person entity(ies) or organization(s) that:

- a. They be an additional insured on this policy; and
- b. The **Named Insured** received such request prior to the date that the **Named Insured's** operations for that person(s), entity(ies) or organization(s) commenced.

3. The following is added to **Section VIII – CONDITIONS:**

If any primary insurance is held by the person(s), entity(ies), or organization(s) named in the Schedule of this endorsement, this insurance is primary to that other insurance, but will apply in excess of the **Named Insured's retained limit** specified in the Declarations. We shall not seek contribution from the other insurance held by the person(s), entity(ies), or organization(s) named above for amounts payable under this insurance.

This condition applies only with respect to liability for **bodily injury** and **property damage** arising solely out of the negligent acts of the **Named Insured**.

However, Paragraph 3 above does not apply to a person(s), entity(ies) or organization(s) unless the **Named Insured** had a specific written contract from that person entity(ies) or organization(s) that:

- a. They be an additional insured on this policy; and
- b. The **Named Insured** received such request prior to the date that the **Named Insured's** operations for that person(s), entity(ies) or organization(s) commenced.
- c. This insurance be primary.