

# **Events Overview at South Mountain Community College**





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# **Events Overview at South Mountain Community College**

**SMCC Resource Management - Events and Fleet Services Office** oversees the scheduling of the venues, rental agreements, certificates of insurance, lease agreements, CLM (Contracts Lifecycle Management), etc. The office is located in the FS Building, Office 121.

Administrative Regulation 1.5 – Use of College Facilities. We adhere to the Maricopa County Community College District Administrative Regulation 1.5 Use of College Facilities:

district.maricopa.edu/regulations/admin-regs/section-1/1-5.

**Activities/Events Standard Resources.** The college provides the following standard resources for internal and external client events:

- Venue
- Resources: tables, chairs, trash cans, microphones
- Set-up
- Clean-up
- Restroom Restocking
- Signage please contact Marketing & Public Relations, once the activity/event has been confirmed in 25Live



An external activity/event rental will need to bring in any other items that are not part of our standard resources provided, such as table covers, centerpieces, etc. These additional items will need to be reviewed with the external client and the SMCC Resource Management – Events and Fleet Services Office.

Activities/Events Scheduled and Confirmed in 25Live. All activities/events must be scheduled and confirmed in 25Live, as our official online facilities scheduling system.



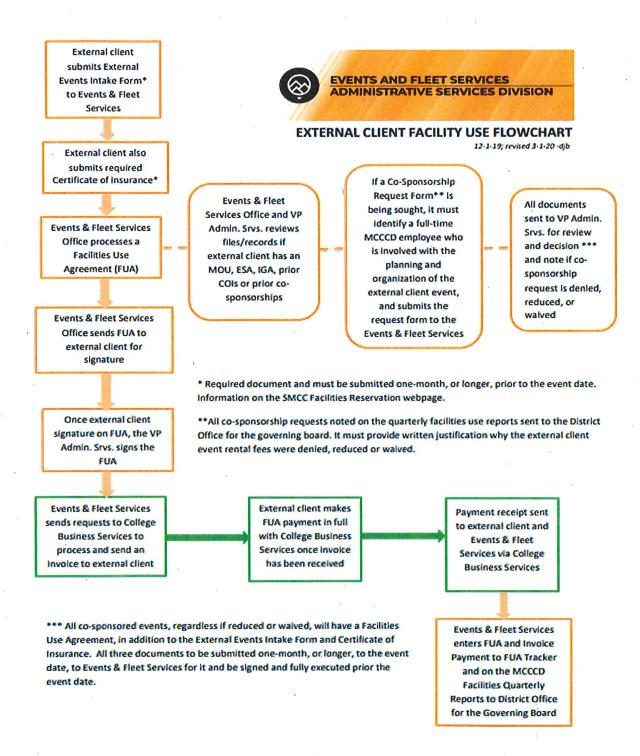
Once a 25Live facilities confirmation has been created, it will be emailed to the requester and cc'd to college police, facilities services set-up team, and the helpdesk.

Also, once a 25Live facilities confirmation has been sent, the requester may seek assistance from SMCC Marketing and Public Relations to promote their activity/event with signage, flyers, marquee, etc.

**Internal Events**: An activity or event where a campus department or service area plans to hold an activity or event for our SMCC employees and/or our SMCC students. SMCC employee submits a 25Live request.

**External Events**: An activity or event where an external entity -- federal, state, county, tribal, local governmental agencies/services, nonprofit organizations, businesses/industries -- wants to rent a venue at our college. A Facility Use Agreement (FUA) is needed. FUAs provides a revenue stream for the college.

We also have an External Client Facility Use and Process Flowchart:

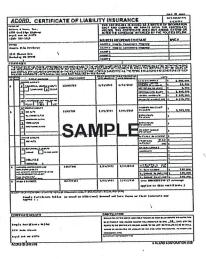


All external client activities and events must provide the following items, <u>30 days or more in advance</u> of the activity or event start date to provide ample time to collect and process all the required documentation and submit it through CLM (Contracts Lifecyle Management), process invoicing and receive payment in full prior to the event start date.

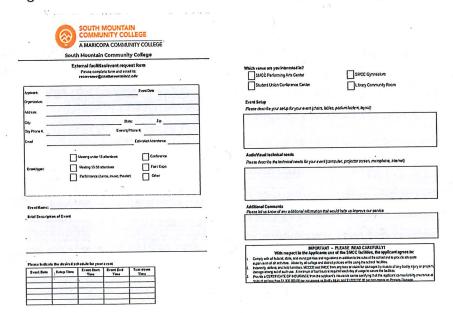
Certificate of Insurance. It must name Maricopa County Community College District (MCCCD) – South Mountain Community College (SMCC) as the certificate holder.

It must have the three required insurance coverages at \$1,000,000 each:

- Commerical General Liability (GL),
- Commercial Automobile Liability (AL),
- Workers' Compensation (WC).



**External Events Intake Form.** The external client to note all the resources needed, including activity/event layout, technology needs, etc. Located on the SMCC Facility Reservations page: southmountaincc.edu/about/community/facility-reservations. Information is entered into 25Live by the SMCC Resource Management – Events and Fleet Services Office.



Personal activities or events are prohibited. Examples: weddings, funerals/memorials, etc.

All activities or events should be scheduled <u>at least 30 days or more in advance</u> as our campus venues are utilized often, internally and externally. Please note all instructional courses (credit, non-credit, workforce development) have precedence in campus venues, along with the City of Phoenix Library activities and events and Athletics for their practices, scrimmages, games, and tournaments.

Catering for Activities/Events. Catering for activities/events must be done with Sodexo. They are the official MCCCD food services and catering services. Catering quotes need to be obtained by Sodexo by the event requester.



- IF an external caterer is desired, <u>Sodexo must be notified and equivalent catering quotes</u> obtained from the external caterer.
- <u>A written justification</u> needs to be sent to <u>both</u> the SMCC Resource Management Events and Fleet Services Office and Sodexo IF an external caterer or food truck will be sought.
- Please note, the college may be limited to what may be provided, specifically, with external clients who are from federal, state, county, tribal, and local governmental agencies and services, per their guidelines, procedures, processes, and protocols.
- If an external caterer or food truck is approved, SMCC Resource Management Events and Fleet Services Office <u>must receive a copy of the Maricopa County Food Truck Permit and Maricopa County Food Handler Certificate/Card from each server.</u>
- In addition, the external caterer or food truck <u>must complete the MCCCD Food Concession</u>
   <u>Agreement</u> and submit it to the SMCC Resource Management Events and Fleet Services
   Office for CLM (Contracts Lifecycle Management) for processing, reviews, and approval.

				College Address   C.S.Z.  or by email to College Representative Example Address	2				
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L	Description of the Event(s).		2000	modification or variation of the insurance requirements in this contract shall be made by the risk against department, whose decision shall be final. Such action will not require a formal contract				CONTRACT	
	a. Food to be Sold:		3000	ndment, but may be made by administrative action.	1	htmacony cor 700.000	COLL CONDESSALA CONTROR DISLINCA	Tent of Con-	in the second
	b. Event Date(1): c. College Sponsoring the Events	50	42	Communical Conoral Liability (CCL) - Occurrence Ferra Policy shall include boddy injury, property damage, and broad firms contracted liability coverage, including,		Smare		Signature	
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	by companies formed in the State of Ari	ring the turn of this Agreement insurance policies described below insurd imms or held approved non-admitted status on the Arizona Department of all factories, Impurers shall laves an A.M. Best rating of A.VIII or better.		event charing which communium are sold, along with the net income and the College's Share. Contractor reserves the night to make the books of the Contractor, with advance notice, relating to this Contract.					
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**Recruitment at an Activity/Event**. A dynamic form has been created, in collaboration with SMCC Recruitment and Outreach, Technology Support Services, and Resource Management – Events and Fleet Services during the summer 2023. The request should be submitted once the activity or event has been confirmed in 25Live.



#### Recruitment Outreach event request Employees:

Please note: A 25LivePro facilities room confirmation is required prior to approving your event request AND consider if Marketing assistance to promote your event is needed, if yes please submit a SMCC Marketing Request Form

Requestor				
First Name *	Last *	Email *southn	nountaincc.edu@ Phon #	e *[
Department *	Name			, , , , , , , , , , , , , , , , , , ,
Event Coordinator First Name	Last Name	, *	Email southmountai	ncc.edu@
Event details				
Name of event	Date *	Event Location	* Please Select V Event Type	Please Select V
Event description and resources neede	ed to support event			<del></del>
,				
		***		Event requirements
	,		i	Budget Space
				Transportation Marketing
Proceed with event planning?  * Please Select V			/	
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Signature	Date			

Both internal and external events will need to assess having recruitment at an activity/event.

 Please note, the college may be prohibited to having recruitment, specifically with external clients who are from federal, state, county, tribal, and local governmental agencies and services, per their guidelines, procedures, and protocols. **Venues Available for Activities/Events**. SMCC has the following venues available, as noted in 25Live:

- PAC-708, Performing Arts Center Auditorium. 350 capacity
- PACPAT LL, Performing Arts Center Lower Level Patio.
   500 capacity.
- PACPAT UL, Performing Arts Center, Upper Level Patio.
   40 capacity.
- **PAC-AMPH**, Performing Arts Center Amphitheater. 1,500 capacity.



- BSKTBL, Gymnasium Basketball Court. 800 capacity. 200 banquet capacity.
- **SOUTH LAWN**, Grassy field adjacent to the Gymnasium. 3,000 capacity.
- PARKING LOT-STH, South Parking Lot. 407 parking spaces.
- PARKING LOT-NE, North East Parking Lot. 424 parking spaces.
- PRKLOT VST Visitor Parking Lot. 152 parking spaces.
- **SU-100 CONFERENCE CENTER**, Student Union Conference Center. 220 theater, 150 banquet, 160 classroom capacities.
- **SU-AMPH**, Student Union Amphitheater. 1,000 capacity.
- LRC-PATIO, Learning Resource Center Patio. 150 capacity.
- **SS-PATIO**, Student Enrollment Services Patio 500 capacity.
- **SMCL-L162/L163 Library Community Room**. Please note, we can only schedule three (3) months out only per City of Phoenix Library Agreement with the college. 250 theater. 150 banquet. 90 classroom capacities.

We also have the following **conference rooms available**, as noted in 25Live. These are predominately for internal activities and events.



- •SES-104. SES Conference Room. 11 capacity.
- •BE-110. BE Conference Room. 14 capacity.
- •BE-175. CEC Conference Room. 8 capacity.
- •FS-117. FS Conference Room. 11 capacity.
- •LRC-138. LRC Conference Room. 18 capacity.
- •SMCL-L105. Library Conference Room. 22 capacity.

Checklists for Set-up, Day Of, and Tear-Down. SMCC Resource Management – Events and Fleet Services Office has some checklists to assist event requesters for set-up, day-of, and tear-down.

SMCC Events: Set-Up Checklist ✓	SMCC Event: Day Of Checklist ✓				
Event Name:	Event Name:				
Event Date/Time: Event Venue:	Event Date/Time: Event Venue:				
Please be sure 25Live Facilities Confirmation provided	Please be sure 25Live Facilities Confirmation provided				
Select venue to accommodate date, time, size, etc.	Walk room/venue to put any item(s) needed for set-up, etc.				
Select keynote speaker(s), &/or workshop presenter(s)	Test presentations: PowerPoints/Prezi, microphones, sound				
Select welcome(s), if applicable or requested	Connect with audiovisual/media services, if issues arise				
Inquire if event will permit recruitment tabling*	Connect with catering services, if a required component				
If catering is required, obtain quotes, prepare OFF, etc.	Connect with recruitment, if tabling permitted*				
Create event evaluation, if needed	<ul> <li>Place table covers, if needed, place centerpieces, if any</li> </ul>				
Collect/gather/pack any registration/check-in lists	Set-up registration/check-in table (lists, name tags, etc.)				
<ul> <li>Collect/gather/pack centerpieces, tablecovers, if required</li> </ul>	Place pens, pencils, writing pads, etc., if needed				
Collect/gather/pack signage for event, if any needed	Distribute event evaluation, if needed				
Collect/gather/pack any pens, pencils, writing pads, etc.	Unique/specialized items for day-of event:				
Unique/specialized items for event set-up, if any:					
	of SUICC Recruitment Request Form was approved				
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Statement Statement and Statement St	•				
SMCC Events: Tear-Down Checklist ✓					
Event Name:					
Event Date/Time: Event Venue:					
Please be sure 25Live Facilities Confirmation provided					
	* *				
Walk room/venue to collect/gather or trash handouts left					
<ul> <li>Collect/gather/pack any remaining registration/check-in lists</li> </ul>	•				
Collect/gather/pack all borrowed centerpieces, if any					
Collect/gather/pack or trash any table covers, if any	4 · *				
Collect/gather/pack signage for event, if any					
Collect event evaluation, if needed					
Unique/specialized items for event for tear-down:					
2					

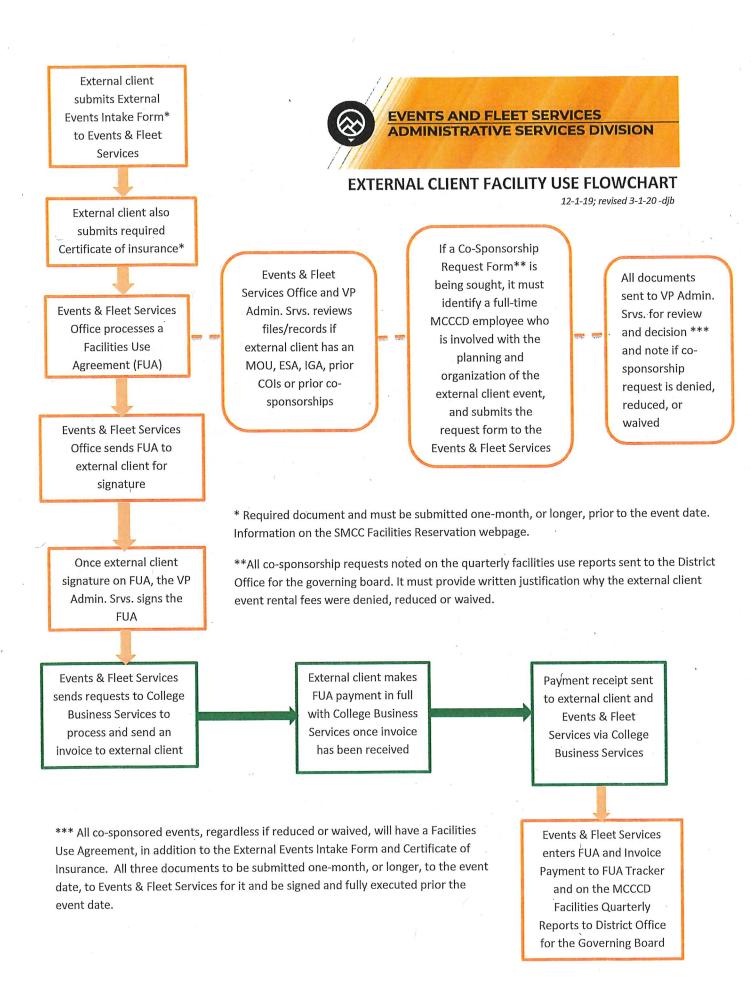
If you have any questions, please visit the SMCC Facilities Reservation webpage at https://www.southmountaincc.edu/about/community/facility-reservations.

You may also contact the SMCC Resource Management – Events and Fleet Services Office at 602.243.8169, don.jensen-bobadilla@southmountaincc.edu, FS-121.

# Appendix ·

The various forms noted in this Event Scheduling Overview document:

- External Client Facility Use Flowchart
- Sample Certificate of Insurance
- External Events Intake Form
- Facilities Use Agreement
- Food Concessions Agreement
- SMCC Recruitment Outreach Event Request Form
- SMCC Events Checklists: Set-up, Day-of, and Tear-Down



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# **South Mountain Community College**

# External facilities/event request form

Please complete form and email to: roomvenue@southmountaincc.edu

Applicant:		(4)		Event Dat	e	
Organization:						
Address:		n A	*		,	
City:			Sta	nte:	Zip:	
Day Phone #:	1	g g	Evening	Phone #: 	**	J.
Email		·		Estimated At	tendance:	
Event type:		Meeting under 15  Meeting 15-50 at  Performance (da		, I	onference air / Expo Other	
Event Name: _						
Brief Descripti	on of Event				1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
				,		
Please indicate	e the desired sc	hedule for your	event	- J		
Event Date	Setup Time	Event Start Time	Event End Time	Tear-down Time		
			1 **	-	_	

Which venue are you interested in?	
SMCC Performing Arts Center	SMCC Gymnasium
Student Union Conference Center	Library Community Room
Event Setup	
Please describe your setup for your event (chairs, tables,	podium/lectern, layout)
	*
AudioVisual technical needs	
AudioVisual technical needs  Please describe the technical needs for your event (comp	outer, projector screen, microphone, internet)
	outer, projector screen, microphone, internet)
Please describe the technical needs for your event (comp	
Please describe the technical needs for your event (comp	
Please describe the technical needs for your event (comp	

# IMPORTANT — PLEASE READ CAREFULLY! With respect to the Applicants use of the SMCC facilities, the applicant agrees to:

1. Comply with all federal, state, and municipal laws and regulations in addition to the rules of the school and to provide adequate supervision of all activities. Abide by all college and district policies while using the school facilities.

2. Indemnify, defend, and hold harmless, MCCCD and SMCC from any loss or claim for damages by reason of any bodily injury or property damage arising out of such use. A minimum of four hours is required each day of usage to secure the facilities.

Provide a CERTIFICATE OF INSURANCE from the applicant's insurance carrier certifying that the applicant carries liability insurance at limits of not less than \$1,000,000.00 per occurrence on Bodily Injury and \$1,000,000.00 per occurrence on Property Damage.



## MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

### 2411 West 14th Street, Tempe, AZ 85281-6942 **FACILITY USE AGREEMENT** COMMUNITY COLLEGES College/Unit: Class: \_\_\_\_ Non-profit Tax No.: REQUESTING ORGANIZATION Name of Organization ("User"): State: Mailing Address: Email: Telephone: Responsible Person: SMOKING OR USE OF TOBACCO PRODUCTS ON MCCCD LEASED OR OWNED PROPERTY IS STRICTLY PROHIBITED, INCLUDING ANYWHERE OUTDOORS. 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: $\square$ recreational $\square$ educational $\square$ political $\square$ economic $\square$ artistic $\square$ moral scientific social religious for some other civic purpose in the interest of the community described as follows: **EVENT DETAILS** Hours of Event Event Date(s): Restore by Date: Set-up Date: Admission Fees: Name of Event: **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 $\square$ a reduced rate $\square$ . 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. **EXTENSION** QUANTITY UNIT **UNIT RATE** FACILITIES REQUESTED ("Premises") **UNIT RATE EXTENSION** UNIT QUANTITY PERSONNEL REQUESTED **EXTENSION** UNIT **UNIT RATE EQUIPMENT REQUESTED** QUANTITY

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

UTILITIES/SERVICES REQUESTED	QUANTITY	UNIT	UNIT RATE	EXTENSION
,	ă.			
MCCCD POLICE SERVICES <sup>1</sup>	QUANTITY	UNIT	UNIT RATE	EXTENSION
				·
· ·				
FOR FISCAL OFFICE US	SUBTOTAL:			
REMIT TO:	DEPOSIT TO ACCOUNT:		TAX (if applicable):	· ·
	PAYMENT DUE DATE:		TOTAL FEES:	

#### ADDITIONAL PROVISIONS.

- 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 $\ \square$ will not [	occur in conjunction	on with this Agreement	. If yes, please signi	ify approval below:
Signature of College President or Designee: _	×	, ,		7.

- 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.

<sup>&</sup>lt;sup>1</sup>Certain 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.

- 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.
- 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.

- No glass containers or breakable articles will be allowed on the Premises that consists of any athletic/outdoor facility. 9.14.1.
- All exterior public address systems will be operated under the supervision of designated MCCCD personnel, with volume set low 9.14.2. enough to avoid community nuisance or disturbance of any type.
- Exterior lights will be turned on only for events specified under the Agreement. 9.14.3.
- For School District Users of Athletic Facilities for Interscholastic Athletic Activities (Practice Session, Game, or other Interscholastic 9.14.4. 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.
- If fields need to be lined for the scheduled event, the fields will not be lined until all necessary required documents are received and 9.14.5. approved by College Facilities Scheduling Services, and fees paid in full no later than ten (10) business days prior to the scheduled event.

#### Indemnification

- For Non-Public Entity Users. To the fullest extent permitted by law, User will defend, indemnify, and hold harmless MCCCD, 9.15.1. 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 MCCCD 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.
- For Public Entity Users. Each party (as 'indemnitor') agrees to defend, indemnify, and hold harmless the other party (as 9.15.2. '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.
- Insurance Requirements for Non-Public Entities. It the User is not a public entity, User shall maintain during the term of this Agreement 9.16 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:

DO/College ATTN: Name Full Mailing Address or by email to:

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 MCCCD 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 MCCCD Risk Management Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

4 - DISTRICT TAX GENERAL ACCOUNTING 2 - ORIGINATOR/FACILITIES COPIES: 1 - USER

9.16.1. 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
 Products – Completed Operations Aggregate
 Personal and Advertising Injury
 Damage to Rented Property
 Each Occurrence
 \$2,000,000
 \$1,000,000
 \$50,000²
 \$1,000,000

- 9.16.2. 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
- 9.16.3. 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 MCCCD 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 MCCCD 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 MCCCD employees and students, protected health information, and other personally identifiable information. Applicable laws related to confidential information include <a href="Family Educational Rights and Privacy Act">Family Educational Rights and Privacy Act</a> (FERPA), <a href="Health Insurance Portability and Accountability Act of 1996">Health Insurance Portability and Industry Data Security Standard (PCI DSS)</a>, and applicable state laws.
- 11. ACCESS TO NON-PUBLIC PLACES OR TO MCCCD'S SYSTEMS; CONFIDENTIALITY OBLIGATIONS. Under this Agreement, User's employees, officers, representatives, contractors or agents ("Persons") may have access to non-public MCCCD places such as offices or classrooms, or access to MCCCD's systems unattended by MCCCD employees by being given a Maricopa Enterprise Identification ("MEID") email address and a password. Persons who are given an MEID e-mail address and a password are Persons of Interest under MCCCCD Security and Privacy Standards<sup>3</sup> and are required to take MCCCD's security and privacy training before being given access to MCCCD's systems. If the actions or inactions of any Persons who have access to MCCCD'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 MCCCD's Chief Privacy Officer by sending an e-mail to <a href="mailto:protectprivacy@maricopa.edu">protectprivacy@maricopa.edu</a> 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 MCCCD 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 MCCCD'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 MCCCD related to the security incident or unauthorized disclosure including, if applicable, notification, forensic services, call centering services, credit monitoring.
- 14. CANCELLATON. MCCCD may cancel this Agreement for reasons related to the needs of its educational mission, MCCCD may also cancel this Agreement under ARS § 38-511 for a violation of that statute. This notice complies with the requirements of that statute. MCCCD will provide User with prompt written notice of the need to cancel this Agreement. MCCCD will not be liable for any damages whatsoever relating to the cancellation of this Agreement. User must provide MCCCD with thirty (30) days prior written notice of intent to cancel.

Signature page follows.

<sup>2</sup> May change depending on the type of risk.

<sup>&</sup>lt;sup>3</sup> Section 4.22, Statement on Privacy (<a href="https://district.maricopa.edu/regulations/admin-regs/section-4/4-22">https://district.maricopa.edu/regulations/admin-regs/section-edu/regulati

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

	COUNTY COMMUNI es and Skill Centers	ITY COLLEGE DISTE	RICT	ORGANIZAT Name of Org			
Signature:				Signature:	Vid.		
	Name Title				Name Title		
Date:				Date:	ř.		
		a Padylar	8	Email:			,
				Other Appro	ovals (if necessary)	J	
				Signature:		٠,	
	**			Date:			T'

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



## 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.

#### **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 MCCCD premises.

At any time during the event, non-adherence to these requirements shall result in a warning from MCCCD 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 MCCCD premises, with the following additional requirements or exceptions:

- Community events for medical services 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 MCCCD premises for proper disposal. The Event Organizer may be required to provide additional cleaning and disinfecting as deemed necessary by MCCCD.
- The Event Organizer is responsible for submitting a traffic plan with the MCCCD 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.
- Athletic Events. All athletic events must adhere to the guidelines and protocols established by MCCCD for MCCCD's own athletic events, including requirements for participants in athletic events and spectators.
- Other outdoor events shall adhere to the requirements in this Addendum.

## MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

MARICOPA

2411 West 14th Street, Tempe, AZ 85281-6942

## FOOD CONCESSIONS AGREEMENT

For Outside Food Vendors Including Licensed Food Trucks

the Mar	od Concessions Agreement ("Agreement") is between ("Contractor"), a food vendor currently licensed by decopa County Department of Health and, if applicable, by the city where the Event(s) defined below will take place Maricopa County Community College District ("MCCCD") for ("College") for the services specified below ses").
must co have a	Before MCCCD or one of its colleges may engage a food vendor, the MCCCD or college sponsor of the event mplete the Maricopa County Special Event Coordinator Event Registration Form at the web address below, and Maricopa County Environmental Services Department permit. The MCCCD or college sponsor should attach a the completed form to this Agreement.
<u>ht</u>	tps://www.maricopa.gov/DocumentCenter/View/6384/Special-Events-Coordinator-Event-Registration-FormApplication-PDF
The par	ties agree as follows:

- 1. Description of the Event(s).
  - a. Food to be Sold:
  - b. Event Date(s):
  - c. College Sponsoring the Event:
  - d. Location of Event:
  - e. Contractor County Permit Number:
  - f. Type of County Permit:
- 2. Term. This Contract will start on and end on unless terminated earlier under Paragraphs 6, 7 or 9.
- 3. Indemnification. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless MCCCD, 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 Contractor, its agents, employees, or any tier of its subcontractors in the performance of this Agreement. If applicable, Contractor will also indemnify, defend, and hold harmless MCCCD 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 Contractor'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 Contractor as described in this Agreement, are the sole responsibility of the Contractor and this indemnification provision shall apply.
- 4. Insurance. Contractor 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, Contractor will furnish to the college with certificates of insurance evidencing coverage, conditions, and limits required by this Agreement at the following address to:

College / DO | ATTN: College Representative

### College Address | C S Z | or by email to: College Representative Email Address

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, officials, employees, and volunteers for losses arising from work performed by or on behalf of the Contractor.

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 Contractor 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 Contractor's insurance must be primary, and any insurance or self-insurance maintained by MCCCD will not contribute to it. If any part of the Contract is subcontracted, these insurance requirements also apply to all subcontractors.

Any modification or variation of the insurance requirements in this contract shall be made by the risk management department, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

4.2 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
•	Personal and Advertising Injury	\$1,000,000
•	Damage to Rented Premises	\$50,000
•	Each Occurrence	\$1,000,000

- 4.3 **Commercial Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 each occurrence with respect to the Contractor's and, if applicable, the sub-contractor's owned, hired, and non-owned vehicles.
- Worker's Compensation insurance with limits statutorily required by any 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.
- 5. Proceeds Distribution. Check the appropriate box.

Contractor agrees to pay the College percent of the net proceeds ("Share") that Contractor generates
from the sales of the concessions under this Contract. Contractor will pay the College via check made out
to College within five business days after each month in which Contractor sells concessions under
this Contract. Contractor will include with the check an accounting of the income and expenses for each
event during which concessions are sole, along with the net income and the College's Share. Contractor
reserves the right to audit the books of the Contractor, with advance notice, relating to this Contract.

**Termination.** College reserves the right to terminate this Contract at any time.

Contractor will pay a flat fee of \$

6.

- 7. Cancellation. The Maricopa Community Colleges may cancel this Agreement under ARS § 38-511 for a violation of that statute. This notice complies with the requirements of that statute.
- 8. Nondiscrimination. The Contractor will comply with all applicable state and federal law, rules, regulations and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the Contractor will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, age, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national original, protected veteran status or disability.
- 9. Legal Worker Requirements: To the extent applicable under ARS § 41-4401, Contractor verifies that it checks the employment eligibility through the e-verify program of any employee it hires, and complies with federal immigration laws and regulations relating to their employees. As required by ARS § 41-4401, MCCCD advises that it is a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement; and that the law provides other rights to MCCCD to ensure compliance.
- 10. Governing Law/No Waiver of Rights. The law of the State of Arizona shall govern the interpretation and performance of this Agreement and the parties agree to submit to the exclusive jurisdiction of and venue in the courts in Maricopa County, Arizona. Nothing in this Agreement shall be interpreted or construed to waive sovereign immunity under the laws of the State of Arizona, ARS § 12-820 et seq.

MCCCD MARICOPA CC	DUNTY COMMUNITY COLLEGE DISTRICT	CONTRACTOR Name of Contractor			
Signature:	*	Signature:			
	Name Title		Name Title		
Date:	·	Date:			
		Address:			
		Phone:			
		Email:			
Contra	actor is a: Corporation IIIC Partnership	Sole Proprieto	orship (an individual)  Public Entity		



Next

# Recruitment Outreach event request Employees:

Please note: A 25LivePro facilities room confirmation is required prior to approving your event request AND consider if Marketing assistance to promote your event is needed, if yes please submit a SMCC Marketing Request Form.

						-,	
Requestor			i		**		
First Name * Last * Name			Email *southmountaincc.edu@ Phone *				
Department *							
Event Coordinator		8	362	J			
First Name *		Last Name *		Email	*southmountaing	c.edu@_,_	
			<del>-</del>				
Event details							
Name of * event	Date *	1 91 81 9 1 448 9	Event Location	* Please Select	V Event Type	Please Selec	ot ❤
Event description and resources no	eeded to support event						
						*	
							ii.
						Event requirements	
						Budget	Space
						Transportation	_
				,	N N		
Proceed with event planning?							
* Please Select V		*1					
•							
7							•
Signature	Date						
,							

SMCC Events: Set-Up Checklist ✓				
Event Name:				
Event Date/Time: Event Venue:				
Please be sure 25Live Facilities Confirmation provided				
Select venue to accommodate date, time, size, etc.				
Select keynote speaker(s), &/or workshop presenter(s)				
Select welcome(s), if applicable or requested				
Inquire if event will permit recruitment tabling*				
If catering is required, obtain quotes, prepare OFF, etc.				
Create event evaluation, if needed				
Collect/gather/pack any registration/check-in lists				
Collect/gather/pack centerpieces, tablecovers, if required				
Collect/gather/pack signage for event, if any needed				
Collect/gather/pack any pens, pencils, writing pads, etc.				
Unique/specialized items for event set-up, if any:				

<sup>\*</sup>if yes, complete SMCC Recruitment/Outreach Dynamic Form

SMCC Event: Day-Of Checklist ✓		
Event Name:		
Event Date/Time: Event Venue:		
Please be sure 25Live Facilities Confirmation provided		
Walk room/venue to put any item(s) needed for set-up, etc.		
Test presentations: PowerPoints/Prezi, microphones, sound		
Connect with audiovisual/media services, if issues arise		
Connect with catering services, if a required component		
Connect with recruitment, if tabling permitted*		
Place table covers, if needed; place centerpieces, if any		
Set-up registration/check-in table (lists, name tags, etc.)		
Place pens, pencils, writing pads, etc., if needed		
Distribute event evaluation, if needed		
Unique/specialized items for day-of event:		

<sup>\*</sup>If SMCC Recruitment/Outreach Dynamic Form was approved

SMCC Events: Tear-Down Checklist ✓			
Event Name:			
Event Date/Time: Event Venue:			
Please be sure 25Live Facilities Confirmation provided			
Walk room/venue to collect/gather or trash handouts left			
Collect/gather/pack any remaining registration/check-in lists			
Collect/gather/pack all borrowed centerpieces, if any			
Collect/gather/pack or trash any table covers, if any			
Collect/gather/pack signage for event, if any			
Collect event evaluation, if needed			
Unique/specialized items for event for tear-down:			