

**LICENSE AGREEMENT BETWEEN
COCHISE COUNTY AND THE CITY OF BISBEE, ARIZONA,
FOR OFFICE SPACE LOCATED AT
1415 MELODY LANE, BISBEE, ARIZONA 85603**

THIS LICENSE AGREEMENT (“Agreement”) is made between the City of Bisbee (alternatively referred to as “CITY”), a municipal corporation, and Cochise County (alternatively referred to as “COUNTY”), a political subdivision of the state of Arizona. The City of Bisbee and Cochise County may each be referred to herein as a “Party” or collectively as “Parties” to this Agreement.

RECITALS

On October 11, 2017, the City of Bisbee suffered a devastating fire that destroyed City Hall, located at 118 Arizona Street, Bisbee, Arizona 85603.

Due to the destruction and loss caused by the fire, the City of Bisbee was forced to temporarily relocate many of its offices to a different location to continue operating and providing services to the City.

The City of Bisbee relocated to office space owned by Cochise County, located at 1415 Melody Lane, Bisbee, Arizona 85603.

The Parties desire to enter into this License Agreement to formalize the City of Bisbee’s temporary use of Cochise County’s office space.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, CITY and COUNTY make the following agreements:

AGREEMENT

I. PURPOSE AND SCOPE OF WORK

The purpose of this Agreement is to grant CITY a license to occupy office space and to use conference rooms and the Board of Supervisor’s Hearing Room, located at 1415 Melody Lane (“the Property”). COUNTY hereby agrees to grant CITY a license to use the Property to conduct CITY business and to provide services to its citizens.

II. CONSIDERATION

In consideration for the license to use the Property, CITY agrees to pay COUNTY **\$4,200.00 per month on the first day of each month.**

The total monthly fee is based on the following:

Offices* (including furniture, computer equipment, phones, etc.) = \$350.00/month for each office. The City is currently occupying 7 offices. Total: \$2,450.00/per month.

Workstations* (including furniture, computer equipment, phones, etc.) = \$150.00/month for each workstation. The City is currently occupying 5 workstations. Total: \$750.00/month.

Overhead (including services provided by IT and Facilities; utilities; custodial supplies; etc.) = \$1,000.00/month.

**The monthly fee for the workstations and offices breaks down to \$1.00/square foot. Should the City require additional space or need to relocate space within the County, the fee for the new space will be based on this amount.*

III. TERM AND EFFECTIVE DATE

Upon the signature of both parties, this Agreement shall be retroactively effective on November 1, 2017, and shall continue until the CITY is able to move to a permanent location.

IV. TERMINATION

Either party may terminate this Agreement for any reason by giving the other party thirty (30) days written notice of the termination. This Agreement may also be terminated for conflict of interest, pursuant to A.R.S. §38-511.

V. NOTICES

All notices concerning this Agreement shall be in writing and either hand-delivered or mailed to the following representatives of each Party.

County: Edward T. Gilligan, Cochise County Administrator
Cochise County
1415 Melody Lane, Building G
Bisbee, Arizona 85603

Bisbee: Robert E. Smith, City Manager
City of Bisbee
118 Arizona Street
Bisbee, Arizona 85603

VI. INDEMNIFICATION

To the fullest extent permitted by law, CITY shall defend, indemnify, and hold harmless COUNTY, its departments, officers, officials, agents, employees and volunteers without limitation from and against any and all claims (including, but not limited to, workers' compensation or disability claims), damages, losses, liabilities, fees, fines or expenses,(including, but not limited to, reasonable attorney fees, court costs, and cost of

appellate proceedings (collectively “Claims”) relating to, arising from, resulting from or alleged to have arisen or resulted from any and all claims, damages, losses, liabilities, fees, fines or expenses that are attributable to bodily injury, personal injury, sickness, disease, death or damage to, or destruction of, tangible or intangible property including the loss of use therefrom, to the extent caused by any act, error, mistake or omission of CITY, its officers, officials, employees, members, guests, invitees, participants, agents, vendors, subcontractors or anyone for whose acts CITY may be liable. If a Claim or Claims by third parties becomes subject to this indemnification provision, the parties shall expeditiously meet to agree upon a common and mutual defense, including proportionate liability and proportionate payment of litigation fees, expenses and damages.

The insurance, its limits, amount and type required herein shall in no way be construed as limiting the scope of this indemnity.

VII. INSURANCE REQUIREMENTS

1. For the term of this Agreement, CITY shall procure and maintain insurance against claims

for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the CITY, its agents, representatives, or employees.

2. The CITY’s policies shall stipulate that the insurance afforded the CITY shall be primary insurance and that any insurance carried by the COUNTY shall be excess and not contributory insurance.

a. Minimum Scope and Limits of Insurance

CITY shall provide coverage with limits of liability not less than those stated below.

2.1 Commercial General Liability (CGL) – Occurrence Form Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products-Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include “**Cochise County, and its departments, officers, officials, agents, employees and volunteers**” as additional insureds with respect to liability arising out of the activities performed by or on behalf of the CITY.

b. The policy shall contain a waiver of subrogation endorsement in favor of “**Cochise**”

County, and its departments, officers, officials, agents, employees and volunteers” for losses arising from this Agreement.

2.2 Business Automobile Liability - Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

- Combined Single Limit (CSL) for Any Auto: \$1,000,000
- a. The policy shall be endorsed to include **“Cochise County, and its departments, officers, officials, agents, employees and volunteers”** as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the CITY involving automobiles owned, hired and/or non-owned by the CITY.
- b. The policy shall contain a waiver of subrogation endorsement in favor of **“Cochise County, and its departments, officers, officials, agents, employees and volunteers”** for losses arising from work performed by or on behalf of the CITY.

2.3 Workers' Compensation and Employers' Liability

- Workers' Compensation—Statutory
- Employers Liability—Each Accident \$1,000,000
Disease, Each Employee \$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement in favor of **“Cochise County, and its departments, officers, officials, agents, employees and volunteers”** for losses arising from CITY’s activities.

2.4 Property Insurance

- Coverage on CITY’s contents at Replacement Value

VIII. SEVERANCE

The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended. If any provision of this Agreement or portion thereof is held invalid, illegal or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect. Any action relating to this Agreement shall be brought in an Arizona court in Cochise County.

IX. RIGHTS AND REMEDIES

No provision in this document shall be construed, expressly or by implication, as a waiver by either Party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of any Party to insist upon the strict performance of any term or condition of the Agreement or to exercise or delay the exercise of any right or remedy provided in the Agreement or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release the other Party from any responsibilities or obligations imposed by the Agreement or by law, and shall not be deemed a waiver of a right of a Party to insist upon the strict performance of the Agreement.

X. CONTRACT AMENDMENTS

This Agreement may be modified only by a written Amendment signed by persons duly authorized to act in this capacity on behalf of the Parties.

XI. ENTIRE AGREEMENT

This Agreement contains all the representations and the entire understanding and agreement between the Parties pertaining to the occupancy and use of the Property or any other matters connected therewith. All correspondence, memoranda, or oral or written agreements pertaining to the Property or the Parties hereto, which originated before the date of this Agreement are null, void and no longer in force and with no effect, and are replaced in total with this Agreement unless otherwise expressly stated in this Agreement. This Lease Agreement shall not be altered, amended, or modified except by a writing signed by authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth below.

CITY OF BISBEE

COCHISE COUNTY

Mayor David Smith

Ann English, Chairperson

Dated: _____

Dated: _____

ATTEST:

ATTEST:

Ashlee Coronado,
Bisbee City Clerk

Arlethe Rios,
Clerk of the Board of Supervisors

Dated: _____

Dated: _____

APPROVED AS TO FORM:

Elda E. Orduño,
City Attorney

Dated: _____

APPROVED AS TO FORM:

Britt Hanson,
Chief Civil Deputy County Attorney

Dated: _____