

## **BISBEE VOGUE INC. AGREEMENT 2019**

**THIS AGREEMENT** is by and between the County of Cochise, a political subdivision of the State of Arizona, hereinafter called the "COUNTY", and Bisbee Vogue, Inc., a nonprofit corporation organized under the laws of Arizona, hereinafter called the "SPONSOR".

### **RECITALS**

**WHEREAS**, the SPONSOR is sponsoring the Bisbee 1000 Stair Climb, hereinafter called the "EVENT", to be held Saturday, October 19, 2019; and

**WHEREAS**, the EVENT will take place, in part, on the Superior Courthouse steps, plaza and lawn area, and in COUNTY parking lots surrounding the Courthouse and the Administration Building in Bisbee (the "COUNTY PREMISES"), it is understood by all parties that the COUNTY does not own or have a current lease on the parking lot between the Courthouse and the Administration Building and so the COUNTY cannot give permission to use that particular lot; and

**WHEREAS**, preparation and clean-up for the event, including placement of temporary restroom facilities, may commence on the morning of Friday, October 18, 2019, and conclude on the afternoon of Sunday, October 20, 2019.

### **NOW, THEREFOR THE PARTIES AGREE AS FOLLOWS:**

#### **A. DUTIES OF THE PARTIES**

1. It shall be the sole responsibility of the SPONSOR to undertake any inspection or preparation of the COUNTY PREMISES required for the EVENT.

2. The SPONSOR agrees to fully perform, at the SPONSOR's sole expense, all support activities in conjunction with the conduct of the EVENT including, but not limited to, placement and removal of portable restroom facilities at the parking lot

between St. Patrick's Church, the Courthouse, and the old convent building (currently COUNTY Attorney Civil Division Office), clean up of the COUNTY PREMISES after the EVENT, and procurement and placement of traffic control signs and devices in and around COUNTY PREMISES, which are necessary to warn, regulate or guide traffic during the conduct of the EVENT and the removal of such signs and devices following the conclusion of the EVENT.

## **B. INDEMNITY REQUIREMENTS**

To the fullest extent permitted by law, SPONSOR (as "Indemnitor") hereby agrees to immediately defend, indemnify, and hold harmless COUNTY, and its departments, agencies, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including, but not limited to, court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of SPONSOR or any of its owners, officers, directors, agents, employees, members, guests, invitees, participants, vendors, contractors, subcontractors, or anyone for whose acts SPONSOR may be liable. This indemnity includes, but is not limited to, any claim or amount arising out of, or recovered under, the Workers' Compensation Law, Environmental Liability, or arising out of the failure of such SPONSOR to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by SPONSOR from and against any and all claims. SPONSOR will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. SPONSOR agrees to waive all rights of subrogation against the COUNTY, its departments, agencies, officers, officials, agents, employees and volunteers for losses related to, arising from, caused by or alleged to have arisen or resulted from the Event.

Any insurance, its limits, amount and type required herein to be maintained by the SPONSOR shall in no way be construed as limiting the scope of this indemnity.

## **C. INSURANCE REQUIREMENTS**

The SPONSOR, at SPONSOR's own expense, shall purchase and maintain the hereinafter stipulated minimum insurance with companies possessing a current AM Best, Inc. rating of A-VII, duly licensed in the State of Arizona.

The COUNTY in no way warrants that the minimum insurance and limits contained herein are adequate or sufficient to protect the SPONSOR, its officers, officials, employees, members, guests, invitees, participants or spectators.

The SPONSOR's insurance or self-insurance shall be primary, and any insurance maintained by the COUNTY shall not contribute to, or be excess of, the SPONSOR's insurance or self-insurance.

Thirty (30) days prior to the Event, the SPONSOR shall provide the COUNTY with Certificate(s) of Insurance evidencing the insurance required by the COUNTY. The certificate shall identify this Event and have Cochise County, and its departments, agencies, officers, officials, agents, employees and volunteers, and 1415 Melody Lane, Building A, Bisbee, Arizona 85603 as "Certificate Holder" and be directly sent to the Civil Division of the County Attorney's Office, P.O. Drawer CA, Bisbee, Arizona 85603. Failure to do so, at the COUNTY's sole discretion, may constitute a material breach of this Agreement and grounds for its immediate termination, cancellation or suspension.

The SPONSOR's insurance or self-insurance shall contain a waiver of rights of recovery or subrogation against the COUNTY, and its departments, agencies, officers, officials, agents, employees and volunteers for any and all claims, damages, losses, liabilities or expenses relating to, arising from, resulting from, or alleged to have arisen or resulted from, the Event.

The SPONSOR's insurance or self-insurance, except workers' compensation, required herein shall name the COUNTY, and its departments, agencies, officers, officials, agents, employees and volunteers as Additional Insureds.

**General Liability Insurance:** General Liability insurance of \$1,000,000 per occurrence with a \$2,000,000 general aggregate limit, and a \$2,000,000 products-completed operations limit. The General Liability insurance shall include coverage for bodily injury, personal injury, broad form property damage, blanket contractual liability, products/completed operations, and \$1,000,000 liquor legal liability, if alcohol is served or sold at, or during, the Event.

The General Liability Additional Insured Endorsement shall include coverage for bodily injury, personal injury, broad form property damage, contractual liability, premises liability and products/completed operations liability.

**Vehicle Liability Insurance:** Vehicle Liability insurance with a combined single limit of \$1,000,000 each occurrence with respect to SPONSOR's owned, hired and non-owned vehicles.

**Workers' Compensation Insurance:** Statutory Worker's Compensation insurance and Employer's Liability insurance of \$1,000,000 each accident, \$1,000,000 each disease and \$1,000,000 disease policy limits.

#### **D. SUPPLEMENTARY CONDITIONS**

**Objectionable Uses or Persons:** Any use of COUNTY property in violation of any law or ordinance of the COUNTY, State of Arizona or United States or, at the COUNTY's sole discretion, that is not in the COUNTY's best interest, may, at the COUNTY's sole discretion, constitute a material breach of this Agreement and be grounds for its immediate termination, cancellation of suspension. Any person whose acts, behavior or conduct is disorderly or disruptive may be refused entrance to, or be ejected from, the COUNTY's property. The SPONSOR shall defend, indemnify and hold harmless the COUNTY, its officials and employees from such refusal or ejection to the fullest extent and scope of the indemnity and insurance requirements in paragraphs B and C of this Agreement.

**County Property:** This Agreement is for COUNTY property and shall not be construed as an authorization for use of adjacent private or public property, grounds or land or any other area where a separate agreement or permit may be required. SPONSOR shall be responsible for obtaining all necessary agreements, permits or insurance required by any federal, state, municipal or other governmental or private entity.

**Damage to County Property:** SPONSOR will promptly compensate or reimburse COUNTY the full amount of any damage to, or loss of use of, COUNTY buildings, facilities, grounds, lands, water or property caused by SPONSOR, its officers, officials, employees, members, guests, invitees, or agents. Compensation or reimbursement to the COUNTY shall also include, but not be limited to, restoration, clean-up, abatement, remedial action, legal fees and expenses or fines.

**Damage to Sponsor Property:** The COUNTY shall not be responsible for loss of, damage to, or loss of use of, tangible or intangible property of SPONSOR, its officers, officials, employees, members, guests, invitees or agents or Event participants or spectators.

**Inclement Weather or Emergencies:** At the COUNTY's sole discretion, the COUNTY may close any COUNTY property or terminate or cancel any Event due to inclement weather or any other emergency situation.

**Loss of Privileges:** Loss of privileges authorized by this Agreement by COUNTY closure, termination, cancellation or suspension is not compensable to the SPONSOR.

**Transfer:** This Agreement, its requirements, terms and conditions are not transferable.

**Exclusivity:** This Agreement is not exclusive unless otherwise stated in the Agreement. The COUNTY reserves the right to use or allow others to use any part the COUNTY property pertaining to this Agreement. The SPONSOR agrees to allow others of the public free and unrestricted access to, and use of, the COUNTY property at all times for all lawful purposes.

**County Rules and Regulations:** Upon issuance, this Agreement authorizes the SPONSOR to use or occupy COUNTY property, subject to the terms and conditions outlined within COUNTY rules, regulations, laws, ordinances or the COUNTY approved authorization or use plan for this Agreement. It is the SPONSOR's responsibility to be familiar with and to understand all applicable COUNTY rules, regulations, laws, or ordinances.

**Obligations of the Sponsor:** The obligations of the SPONSOR under this Agreement are not contingent upon the COUNTY to inspect any SPONSOR equipment, food, beverages, activity or operations.

**Liability Waiver:** In a form acceptable to the COUNTY, the COUNTY, at its sole discretion, may require executed statements of fitness for activity and/or waivers of liability for or from each SPONSOR officer or member or Event participant, guest or spectator.

**Report to County:** The SPONSOR shall immediately report to the COUNTY any accident, event, incident or occurrence that results, or may result, in bodily injury, death or property damage.

**Records Retention:** The parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agree that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.

**Public Records Law:** Notwithstanding any other provision of the Agreement, the

parties understand that the COUNTY is a public entity and, as such, is subject to Arizona's public records law, A.R.S. §§ 39-121, *et. seq.*

**Jurisdiction and Venue:** This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

#### **E. RELATIONSHIP OF THE PARTIES**

The parties intend and understand that pursuant to this agreement, the COUNTY is an independent supplier of services to the SPONSOR, limited to a temporary license to use the COUNTY PREMISES. No officer, employee or agent of the COUNTY or the COUNTY itself, shall be deemed or considered an employee, partner, joint venturer, agent, associate, or a participant with SPONSOR in any respect regarding SPONSOR's conduct of the EVENT. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Except as COUNTY enforcement statutes, regulations or procedures which may affect COUNTY rendering of services hereunder may require, the COUNTY shall not in any manner, participate in or share in any profit or proceeds arising from SPONSOR's conduct of the EVENT. SPONSOR will be solely and entirely responsible for the acts of the SPONSOR's event. No officer, employee or agent of one party shall be empowered to bind or obligate the other party unless specifically authorized by mutual written consent of the parties.

#### **F. TERM OF AGREEMENT**

1. This agreement shall be in full force and effect from the date of its execution and until 5 p.m. on the day following the completion of the EVENT or until cessation of all of SPONSOR's obligations to the COUNTY under this Agreement, whichever is later, unless otherwise terminated as provided in this Agreement.

2. SPONSOR shall be permitted to begin setting up portable toilets and necessary signage at 7:00 a.m. on Friday, October 18, 2019, and shall have removed all such toilets and signage prior to 4:00 p.m. on Sunday, October 20, 2018.

#### **G. EFFECTIVE DATE OF AGREEMENT**

This Agreement shall become effective upon approval by the Cochise County Board of Supervisors and upon the signing of the Agreement by the Chairman of the Board. In the event that the Board of Supervisors fails or refuses to approve this Agreement, it shall be null and void and have no effect whatsoever.

**H. TERMINATION OF AGREEMENT**

Either party upon thirty (30) days written notice of such intent may terminate this Agreement. Such termination shall not relieve the SPONSOR of liability under this Agreement for the effective term prior to this termination. This Agreement may also be subject to termination pursuant to A.R.S. § 38-511.

**I. ASSIGNMENT**

Neither party shall assign any rights or duties under this Agreement without the express written consent of the other party. Any assignment in violation of this provision will automatically terminate this Agreement.

**J. WAIVER**

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of the breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of such provision itself.

**K. ENTIRE AGREEMENT**

This document constitutes the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and all other communications between the parties. It may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

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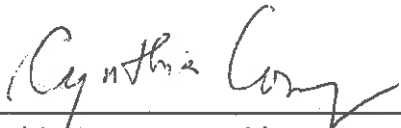
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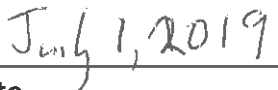
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**IN WITNESS WHEREOF**, the COUNTY has caused this instrument to be executed by the Chairman of the Board of Supervisors, and attested to by the Clerk of said Board, and SPONSOR has caused this instrument to be executed by its duly authorized representative.

**APPROVED:**

  
\_\_\_\_\_  
Cynthia Conroy, President  
Bisbee Vogue, Inc.

  
\_\_\_\_\_  
Date

**APPROVED:**

\_\_\_\_\_  
Peggy Judd, Chairperson  
Cochise County Board of Supervisors

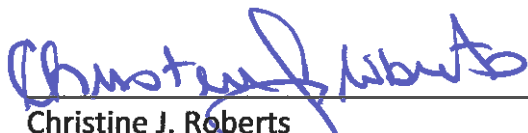
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Date

**ATTEST:**

\_\_\_\_\_  
Arlethe G. Rios  
Clerk of the Board

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Christine J. Roberts  
Civil Deputy County Attorney

  
\_\_\_\_\_  
Date



**CRUM & FORSTER**  
A CNA COMPANY

**NAMED INSURED MEMBER  
CERTIFICATE OF COVERAGE**

**CERTIFICATE #: USP294541**

**MASTER POLICY #: SRPGAPML-101-0719**

**Policyholder:**

Sports and Recreation Providers Association Purchasing Group  
1776 South Naperville Road, Bldg-B  
Wheaton, IL 60187

**Named Insured Member:**

Bisbee Vogue, Inc.  
PO Box 1099 or 201 Tombstone Canyon  
Bisbee, AZ 85603-2099

**Certificate Coverage Period:** 10/18/2019 12:01 AM to 10/21/2019 12:01 AM at 12:01 A.M. at the mailing address of the Named Insured Member shown above.

**Master Policy Issued By:** United States Fire Insurance Company

**Certificate of Coverage Issued By:**

Francis L. Dean & Associates, Inc.  
1776 South Naperville Road, Bldg-B  
P.O. Box 4200  
Wheaton, IL 60189  
Telephone: (630) 665-7011

**Location / Description of Operations:** 1.5 mile race with stairs, 1/4 mile stair climb race with block of ice, beer festival

See Endorsement Schedule below for any exclusions or limitations

**COVERAGE(S)**

Insurance is provided only for those coverages for which a limit or the word "Included" is shown below.

**General Liability**

**Limits of Insurance**

\$2,000,000.00	General Aggregate Limit (Other Than Products-Completed Operations)
\$2,000,000.00	Products-Completed Operations Aggregate Limit
\$1,000,000.00	Personal And Advertising Injury Limit
\$1,000,000.00	Each Occurrence Limit
\$300,000.00	Damage To Premises Rented To You Limit
\$0.00	Medical Expense Limit

**Limits of Insurance – Optional Coverages**

Excluded	Abuse & Molestation Coverage – Each Occurrence Limit
Excluded	Abuse & Molestation Coverage – Aggregate Limit
Included	Bodily Injury To Athletic Or Sports Participants
\$1,000,000.00	Each Sports, Health, Fitness And Wellness Services Incident Limit
\$1,000,000.00	Sports, Health, Fitness And Wellness Services Aggregate Limit

**Premium**

**\$1,801.00** Total Estimated Commercial General Liability Premium Due From Member

**Hired / Non-Owned Automobile Liability**

**Limits of Insurance**

\$1,000,000.00 Covered Autos Liability Limit

**Premium**

**\$850.00** Total Estimated Hired / Non-Owned Automobile Liability Premium Due From Member

**Liquor Liability**

**Limits of Insurance** (the applicable statutory limit or the limit as shown below, whichever is less)

\$1,000,000.00	Each Common Cause
\$2,000,000.00	Aggregate Limit

**Premium**

**\$788.00** Total Estimated Liquor Liability Premium Due From Member



**NAMED INSURED MEMBER  
CERTIFICATE OF COVERAGE**

This Certificate of Coverage evidences your coverage as a Named Insured Member under the Master Policy described herein.

United States Fire Insurance Company certifies that the Named Insured Member as shown herein is insured under the Sports & Recreation Providers Association Purchasing Group Master Policy. The Limits of Insurance, Premium and Effective Date of coverage applicable to the Named Insured Member are as specified above. This Certificate of Coverage, together with the Common Policy Conditions, Coverage Part(s), Coverage Form(s) and Endorsements attached to the Master Policy, complete the above numbered insurance contract.

The Master Policy, containing the terms and conditions of coverage, has been furnished to the Policyholder and a copy of that policy accompanies this Certificate of Coverage. All claims are paid according to the terms and conditions of the Master Policy.

**Schedule of Additional Insureds**

The entities shown below are added as Additional Insureds, but only in respect to liability caused by operations of the Named Insured Member during the certificate policy period.

Form Number	Description
FSPG 101.0.0007 Designated Person/Org	<u>Name Of Additional Insured Person(s) Or Organization(s):</u>
FSPG 101.0.0008 Designated Person/Org (CA Govt)	<u>Name Of Additional Insured Governmental Entity(ies):</u>
FSPG 101.0.0009 State/Govt Agency/ Subdivision	<u>Name of Additional Insured State Or Governmental Agency Or Subdivision or Political Subdivision:</u>
FSPG 101.0.0010 Vendors	<u>Name Of Additional Insured Person(s) Or Organization(s):</u>
FSPG 101.0.0011 Managers or Lessors of Premises	<u>Name Of Additional Insured Person(s) Or Organization(s):</u>
FSPG 101.0.0012 Lessor of Leased Equipment	<u>Name Of Additional Insured Person(s) Or Organization(s):</u>

**Endorsement Schedule**

Form Number	Description
CG 21 44 Limitation To Designated Premises, Projects, Operations	<u>Premises:</u> <u>Project Or Operation:</u>
CG 21 53 Exclusion – Designated Ongoing Operations	<u>Description of Designated Ongoing Operation(s):</u> In addition, scheduled activities exclusion endorsement applies: Inflatable Amusement Devices, Carnival Rides, Knockerball/Bubble Soccer, Bungee Devices, Fireworks, Mechanical Bucking Devices: including Multi Ride Attachments, Permanent & Mobile Rock Wall Structures, Security Services Other Than Contracted Law Enforcement Officers, Trampolines, and Zip Lines. <u>Specified Location (If Applicable):</u>

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# ADDITIONAL INTEREST SCHEDULE

DATE (MM/DD/YYYY)  
4/26/2019

AGENCY FL Dean Tom Wojciechowski		CARRIER United States Fire Insurance Company		NAIC CODE 21113
POLICY NUMBER SRPGAPML-101-0719/USP294541		EFFECTIVE DATE 10/18/2019 12:01 AM	NAMED INSURED(S) Bisbee Vogue, Inc.	

**ADDITIONAL INTEREST (Not all fields apply to all scenarios – provide only the necessary data)**

<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER		LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE <input type="checkbox"/>	NAME AND ADDRESS RANK: _____ EVIDENCE: _____ CERTIFICATE _____ POLICY _____ SEND BILL _____ Cochise County 1415 Melody Lane Bisbee, AZ 85603	<b>INTEREST IN ITEM NUMBER</b> LOCATION: _____ BUILDING: _____ VEHICLE: _____ BOAT: _____ AIRPORT: _____ AIRCRAFT: _____ ITEM CLASS: _____ ITEM: _____ ITEM DESCRIPTION: _____	
REASON FOR INTEREST:		E-MAIL ADDRESS:			
REFERENCE / LOAN #:		INTEREST END DATE:			
LIEN AMOUNT:		PHONE (A/C, No, Ex):		FAX (A/C, No):	

<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER		LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE <input type="checkbox"/>	NAME AND ADDRESS RANK: _____ EVIDENCE: _____ CERTIFICATE _____ POLICY _____ SEND BILL _____ City of Bisbee 915 South Tovreaville Road Bisbee, AZ 85603	<b>INTEREST IN ITEM NUMBER</b> LOCATION: _____ BUILDING: _____ VEHICLE: _____ BOAT: _____ AIRPORT: _____ AIRCRAFT: _____ ITEM CLASS: _____ ITEM: _____ ITEM DESCRIPTION: _____	
REASON FOR INTEREST:		E-MAIL ADDRESS:			
REFERENCE / LOAN #:		INTEREST END DATE:			
LIEN AMOUNT:		PHONE (A/C, No, Ex):		FAX (A/C, No):	

<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER		LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE <input type="checkbox"/>	NAME AND ADDRESS RANK: _____ EVIDENCE: _____ CERTIFICATE _____ POLICY _____ SEND BILL _____ St. Patrick's Catholic Parish 100 Quailly Hill Road Bisbee, AZ 85603	<b>INTEREST IN ITEM NUMBER</b> LOCATION: _____ BUILDING: _____ VEHICLE: _____ BOAT: _____ AIRPORT: _____ AIRCRAFT: _____ ITEM CLASS: _____ ITEM: _____ ITEM DESCRIPTION: _____	
REASON FOR INTEREST:		E-MAIL ADDRESS:			
REFERENCE / LOAN #:		INTEREST END DATE:			
LIEN AMOUNT:		PHONE (A/C, No, Ex):		FAX (A/C, No):	

The above are added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.

