

AGREEMENT

Agreement (the "Agreement") made this _____ day of November 2017, between Yuma County Arts and Cultural Group, a non-profit corporation organized under the laws of Arizona of P.O. Box 4293 San Luis, Arizona 85349, (the "GROUP"), and the City of San Luis, a municipal corporation organized under the laws of Arizona, having its administrative offices at 1090 East Union Street, P.O. Box 1170, San Luis, Arizona (the "CITY").

(GROUP and CITY may be referred to singularly as the "Party" and collectively as the "Parties")

In consideration of the mutual benefits and obligations in this Agreement, the Parties agree as follows:

SECTION ONE. EVENT

The 2018 Annual Blazing Desert ComicCon event (the "EVENT") shall be held in San Luis, Arizona, on a single day, at a date to be determined in February or March of 2018.

SECTION TWO. BASIC DUTIES OF GROUP

- 2.1 The Group shall put on the EVENT.
- 2.2 The GROUP shall advertise and promote the EVENT.
- 2.3 The GROUP shall bear all necessary expenses in connection with such advertising with the intent of attracting a large turn-out for the enjoyment of recreation and cultural entertainment.
- 2.4 The GROUP shall cause the CITY's name and logo to appear prominently in all advertising and publicity for the EVENT.
- 2.5 The GROUP shall keep accurate and current books showing disbursements and the purpose of disbursements and retain all receipts to account for the CITY's Sponsorship. The GROUP shall keep such books in a place convenient for the CITY. The CITY shall have access to and the right to examine such books at any reasonable times. GROUP shall prepare a report and submit it to the CITY, through the City's Public Information Officer, by April 4, 2018, showing an accounting of the CITY's Sponsorship and providing copies of receipts.

SECTION THREE. BASIC DUTIES OF CITY

- 3.1 The CITY shall pay \$2,000.00 to GROUP. Payment shall be made out to Yuma County Arts and Cultural GROUP in care of Antonio Carrillo.
- 3.2 The CITY shall provide the Cesar Chavez Cultural Center at 1015 North Main Street, San Luis, Arizona for the EVENT.
- 3.3 The CITY shall provide staff for the EVENT who will handle matters dealing with the facility such as switching the lights and similar tasks.
- 3.4 The CITY shall provide supplies for postcard advertising of the EVENT and for the program booklet with the scheduled entertainment.

3.5 Otherwise, all expenses for EVENT shall be the sole and separate liability of the GROUP. The CITY assumes no financial responsibility of any kind or nature relative to EVENT.

SECTION FOUR. LIABILITY INSURANCE AND INDEMNITY

4.1 Insurance. Without in any way limiting GROUP's liability under the indemnification described below, GROUP shall maintain, during the term of this contract, and for the EVENT as described in Section Two of this Agreement the following insurance:

<u>Coverage</u>	<u>Minimum Limits</u>
<u>Commercial General Liability, including:</u>	\$1,000,000 Combined Single Limit, per occurrence and \$1,000,000 general aggregate
Premises and Operations	
Contractual Liability	
Personal-Injury Liability	
Independent Contractors Liability	
Including Coverage for the EVENT	

Such insurance shall include additional endorsements naming the CITY (the City of San Luis, Arizona) and its directors, officers, employees, and agents as additional insured concerning liabilities arising out of performing services hereunder. Except for the Comprehensive Automobile Liability coverage, GROUP shall provide CITY with certificates of insurance documenting that GROUP has obtained the above coverages. Such certificates shall include the required provisions and endorsements required by this Agreement. Such Certificates shall include a statement that insurance may not be canceled without 30 days prior written notice to CITY by first class mail, postage prepaid, ten (10) days of notice if cancellation is due to nonpayment of premium.

Group represents that Workers' Compensation and professional liability are not applicable to the activities the Group will perform under this contract.

5.2 Indemnification. GROUP agrees to indemnify, defend and hold harmless the CITY, its Council members, officers, directors, employees, insurers, indemnitors and agents for, from and against all suits, claims, liabilities, costs, expenses and debt, including reasonable attorneys' fees, incurred by the CITY arising from, attributable to or caused by acts or omissions of GROUP (or its officers, directors, shareholders or agents) or any GROUP'S Employee in the performance of or related to the performance of the duties of any GROUP Employee (including, but not limited to injuries to GROUP Employees that may or may not be covered by workers compensation insurance); except, to the extent such suits, claims, liabilities, costs, expenses and debt result from acts or omissions of the CITY or its Council members, officers, directors, employees, insurers, indemnitors or agents. This indemnification provision shall apply to suits, claims, liabilities, costs, expenses and debt not otherwise covered by the CITY's Liability Insurance provided for by the Pool.

SECTION SIX. COOPERATION OF PARTIES

The CITY and the GROUP shall work together and take such actions intended to make the EVENT an enjoyable event with a good turn-out.

SECTION SEVEN. TERMINATION ON DEFAULT

If GROUP shall fail to comply with any of the terms and conditions of this Agreement, CITY may terminate this Agreement immediately, in which case CITY shall have no further liability or obligation to GROUP and shall be entitled to reimbursement for any funds advanced for unfulfilled obligations of the GROUP.

SECTION EIGHT PROVISIONS REQUIRED BY ARIZONA LAW

8.1 Conflict of Interest. Under Arizona law, rules and regulations, no member, official or employee of the CITY shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to A.R.S. §38-511.

8.2 Employment Eligibility. GROUP warrants it complies with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-213 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement. CITY retains the legal right to inspect the papers of GROUP to ensure that GROUP complies with this warranty.

8.3 Boycott. GROUP certifies that it does not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel under A.R.S. § 35-393.01. The undersigned understands this certification will become public record under A.A.C. R2-7-C317.

SECTION NINE. MISCELLANEOUS PROVISIONS

9.1 Notices. All notices, approvals and communications provided for herein, or given in connection, shall be validly given, made, delivered or served in writing and delivered personally by process server or sent by a nationally recognized courier (e.g., Federal Express, UPS) or by United States Postal Service certified with return receipt requested and postage prepaid to:

If to the CITY:

San Luis City Manager
City of San Luis
P.O. Box 1170 (by United States Postal Service)
1090 East Union Street (by personal process or courier)
San Luis, Arizona 85349

With a copy to: San Luis City Attorney
City of San Luis
P.O. Box 1170
San Luis, Arizona 85349

If to the GROUP: Statutory Agent
Yuma County Arts and Culture GROUP
P.O. Box 4293 (by United States Postal Service)
1324 East C Street (by personal process or courier)
San Luis, Arizona 85349

or such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices, approvals, changes of addresses and other communications provided for herein shall be effective upon receipt as hereinabove provided, prepaid and addressed as set forth above.

9.2 Assignment of Rights. The rights of each Party under this Agreement may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party. The obligations of each Party under this Agreement may not be assumed without the prior, express, and written consent of the other Party.

9.3 No Waiver. The failure of either Party to this Agreement to insist upon performing any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

9.4 Governing Law and Venue. It is agreed this Agreement shall be governed by, construed, and enforced under the laws of Arizona. The Parties agree that venue for any action commenced in this Agreement shall be proper only in a court of competent jurisdiction in Yuma County, Arizona or the Arizona Federal District Court and the Parties waive any right to object to such venue.

9.5 Severability. The invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed in full force and effect as if they had been executed by both Parties subsequent to the expungement of the invalid provision.

9.6 Modifications. Any modification of this Agreement or additional obligation assumed by either Party in this Agreement shall be binding only if placed in writing and signed by each Party or an authorized representative of each Party.

9.7 Headings. The titles of the sections of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in interpreting this Agreement.

9.8 Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement and that all necessary actions have been taken to give full force and effect to this Agreement. The GROUP represents and warrants it is duly formed and validly existing under the laws of the State of Arizona and that it is qualified to do business in the State of Arizona and is in good standing under state laws. The GROUP and the CITY warrant to each other that the individuals executing this Agreement on behalf of their respective Parties are authorized and empowered to bind the Party on whose behalf each individual is signing.

9.9 Attorney's Fees and Costs. If either Party brings a legal action because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party will be entitled to reasonable attorney's fees and court costs.

9.10 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity who is not a Party shall have any right or cause of action.

9.11 No Agency Created. Nothing in this Agreement shall create any partnership, joint venture, or agency relationship between the Parties.

9.12 No Personal Liability. No member, official or employee of the CITY shall be personally liable to GROUP, or any successor or assignee, (a) if any default occurs or breach by the CITY, (b) for any amount which may become due to the GROUP or its successor or assign, or (c) under any obligation to the CITY under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of GROUP under this Agreement shall be limited solely to the assets of GROUP and shall not extend to or be enforceable against: (i) the individual assets of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of GROUP; (ii) the shareholders, members or managers or constituent partners of GROUP; or (iii) officers of GROUP.

9.13 Force Majeure If the Cesar Chavez Cultural Center is destroyed by fire, flood or any other calamity, or if by reason of strikes, lockouts or any other cause beyond the CITY's control and the CITY is unable to provide the Cesar Chavez Center for the EVENT under this Agreement, then the CITY shall not be liable to the GROUP for consequential damages.

9.14 Time is of the essence. Time is of the essence in this Agreement and GROUP agrees to use the utmost diligence to have all the work specified in this Agreement entirely completed on or before the events of the March 2018 EVENT.

9.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

9.16 Entire Agreement. This Agreement shall constitute the entire Agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement

SECTION TEN. EFFECT OF AGREEMENT

This Agreement shall inure to the benefit of and bind the heirs, legal representatives, assignees, and successors of the respective Parties.

The Parties have executed this Agreement in Yuma County, Arizona the day and year set forth above which is the day the last Party approved this Agreement.

City of San Luis, Arizona

Gerardo Sanchez
Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio
City Clerk

Kay Marion Macuil
City Attorney

Yuma County Arts and Cultural Group

Antonio Carrillo
President