

MARICOPA SPECIAL EVENTS AGREEMENT

This Maricopa Special Events Agreement (“Agreement”) is made and entered into this 21st day of August 2012 by and between the City of Maricopa (“Maricopa” or “City”), an Arizona municipal corporation organized under the laws of the State of Arizona and located at P.O. Box 610, Maricopa, Arizona, 85139 and Action Alliance Network (“AAN”), an Arizona non-profit service organization located at P.O. Box 1186, Maricopa, Arizona 85139. The purpose of this Agreement is to have AAN in charge of promoting, marketing, producing, managing and conducting Stagecoach Days, Salsa Festival and the Great American Barbecue (each known individually as an “Event” and collectively known as the “Events”).

WHEREAS, Stagecoach Days celebration held in October, Salsa Festival held in March and the Great American Barbecue held in July have been developed to provide the community and visitors, with community celebrations the entire family can enjoy together; and

WHEREAS, the parties to this Agreement are desirous of continuing the production of the Events; and

WHEREAS, the parties to this Agreement recognize that the Events are a significant and positive economic impact on Maricopa; and

WHEREAS, the parties are desirous of having the Events at Pacana Park or other public area as designated by Maricopa (the “Park”); and

WHEREAS, Maricopa, as owner of the Events, is desirous of having AAN as the producer of the Events.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, the parties agree as follows:

1. Status of Parties

- A. Maricopa hereby grants to AAN the right to be the Events producer for the planning, development and implementation of the Events as defined within this Agreement with all rights and responsibilities thereof.
- B. AAN agrees that Maricopa is the owner of the Events at the Park with all the rights and responsibilities provided herein, and that the AAN is the producer. AAN may utilize an operational manager subject to the reasonable approval of Maricopa.

2. Site Plan

Forty-five (45) days prior to the event AAN shall submit a site plan showing the basic boundaries (the "Site Plan") for the Event to be approved by Maricopa. The Special Events Review Committee will make all efforts to convene for a review meeting of the Site Plan within one week or less of submittal. The Special Events Review Committee may approve minor changes or additions to the event boundaries. Major boundary changes shall be approved by the City Manager or designee.

3. Maricopa's Responsibilities

AAN shall submit to Maricopa an event plan (the "Event Plan") at least forty-five (45) days prior to each Event. The Event Plan shall contain detail sufficient to allow each City service to provide support to the City service department affected by the Event. Maricopa will provide and pay for the following City services in support of each Event:

- A. Street Closures - Maricopa will coordinate the exact streets, time and logistical aspects of any necessary street closures within the City area that will be necessary to the functioning of the Events.
- B. Sidewalk and Right-of-Ways - Maricopa will provide the use of sidewalks and right-of-ways, within the Park, the exact times and logistical aspects of which shall be coordinated by Maricopa.
- C. Parking Restrictions or Changes - Maricopa will provide City and public parking lots for the Events within the Park and for parking restrictions or changes to parking properties controlled by Maricopa as reasonably necessary within the Park and surrounding area, the exact time and logistical aspects of which shall be coordinated by Maricopa.
- D. Police Services - Maricopa's Police Department will determine the number of on-duty personnel for the purposes of providing traffic and foot patrol, for staffing of the Events at an appropriate level to be reasonably determined by the Maricopa Police Department, and coordinated by Maricopa.
- E. Refuse Service - Maricopa will provide refuse collection bins for the Events, the exact number, locations and logistical aspects of which shall be coordinated by AAN

with Maricopa's approval.

- F. Portable Restrooms – Maricopa will provide portable restrooms for the Events. The amount and placement will be determined by AAN and approved by Maricopa.
- G. Miscellaneous Services - Maricopa will:
 - (1) provide on an "as needed" basis the use of Maricopa's stage for the Events.
 - (2) Maricopa will absorb, where appropriate, City permit costs for the Events.
 - (3) Maricopa shall provide meeting space within City facilities for meetings between AAN and City staff in connection with this Agreement.
- H. Transportation Services - Maricopa will provide the use of Traffic Engineering personnel for traffic and barricade planning. Maricopa will also provide the method of transportation and the drivers needed for each Event with final determination by Maricopa based on recommendations detailed in the Event Plan.
- I. Emergency Medical Service - Maricopa will provide Maricopa Fire Department employees to staff first aid stations in a manner and number as determined by Maricopa.

4. AAN's Responsibilities

In addition to any other obligations set forth herein, AAN will provide and pay for the following services in support of the Events:

- A. General Responsibilities – AAN will be responsible for overall content and logistics for the Events, including but not limited to design and decorations, accounting, on-site sponsor coordination, entertainment, attractions, merchandising, marketing, promotion and new elements for the Event.
- B. Event Plan Approval - AAN shall submit to Maricopa for its approval preliminary plans for the following items 45 days prior to the event:
 - i. Overall Design Implementation: AAN will develop and implement facades, signage and decorations for the Event with final approval by Maricopa.

- ii. Accounting and Audit - AAN will develop an Income/Expense Budget Projection and audit or financial report for each Event. In addition, AAN will be responsible for all accounts payable/receivable for each Event, except where Maricopa is responsible for such payment under the terms of this Agreement. AAN will provide a copy of a revenue and expense detail for each Event within thirty (30) days following each Event. Within sixty(60) days following an Event, AAN will provide a copy of an audit or financial report specifically related to each Event. Maricopa shall have the right to audit the accounting of any subcontractor hired by AAN, as it pertains to the Event.
- iii. Event Scope - AAN will determine activities, new elements, locations, hours, marketing plans, themes and overall scope for the Events, subject to the approval of Maricopa.
- iv. On-site Sponsors – AAN will manage and coordinate all sponsor contracts for the Events, as well as coordinate and manage VIP hospitality aspects, if any, prior to and during the Events providing VIP venue areas, parking and credentials for sponsors and dignitaries.
- v. Entertainment and Entertainment Contracts – AAN is responsible for the booking of and contracts for all entertainment and will coordinate equipment and manage all stage activities at the Event. Maricopa will provide, at its sole cost and expense, manpower to set up and tear down Maricopa’s stage.
- vi. Attractions – AAN will develop, coordinate and manage companies who AAN selects to provide attractions for the Events.
- vii. Complimentary VIP Hospitality/Parking – AAN will provide Maricopa with parking/VIP passes three (3) business days prior to each Event.

The quantity shall be determined through the mutual agreement of Maricopa and AAN.

- viii. City Concessionaires – AAN will respect and honor any contracts entered into by Maricopa for concession rights and privileges within the Park. Such City Concessionaires shall not be required to pay any fees to AAN. Maricopa shall provide a copy of all contracts for concession services to AAN upon execution of this Agreement or any such contracts with City Concessionaries during the terms of this Agreement.

5. Operational Management of Event

- A. Except as provided in Section 3, AAN shall be responsible for operational details of the Events, including but not limited to, site preparation, Event labor and personnel, security plan, emergency medical plan, communications and logistical planning as they relate to conducting the Event. The Event Plan shall contain reasonable detail regarding AAN's responsibilities under this Section 5. AAN will also meet with the Special Events Review Committee at least three (3) times prior to each Event and one (1) time following each Event.
- B. AAN will have the sole and exclusive right to make an application for Special Event Liquor Licenses and provide Maricopa with the proposed locations in the Event Plan.
- C. The Event Plan shall include:
 - i. Venue, site plan and layout including perimeter fencing.
 - ii. Concessions.
 - iii. Event Staffing and Security staffing to manage crowds.
 - iv. Public Safety Services (EMS, Law Enforcement).
 - v. Sanitation and Refuse Services.
 - vi. Subcontractors and Event Insurance, including but not limited to, Liquor Liability, General Liability and

Excess Liability Insurance in amounts to be determined by Maricopa.

- vii. Transportation, parking and shuttle.
 - viii. Utilities, Fencing, Barricading.
 - ix. Event Regulations.
 - x. Event Time Schedule and Agreement Work Schedule.
 - xi. A Lost Child(ren) Program and appropriate staffing and support for said program.
- D. A final version of the Event Plan shall be submitted by AAN for reasonable approval by Maricopa on or before thirty (30) days prior to the Event to be implemented in accordance with time frames and any other criteria established by Maricopa and agreed to by AAN. The Special Events Review Committee will return comments to AAN within one week of submitting the final event details.

6. Sponsorship, Promotion, Publicity, Marketing, Advertising, Signage

- A. AAN shall be responsible for preparing a Sales and Marketing Plan and submitting it with the Event Plan in accordance with the same time frames as the Event Plan. The Sales and Marketing Plan shall detail information for sponsorships, promotion, publicity, marketing, advertising and signage. The Sales and Marketing Plan is distinct from the Event Plan and Maricopa will have final approval of this plan.
- B. Maricopa hereby agrees and grants to AAN the exclusive right to be the sole sales and marketing organization for the Events including, but not limited to, sponsorships, promotion, publicity, marketing, advertising and signage. This grant is conditioned upon the inclusion of Maricopa as owner of the Events and Maricopa's review and approval of all sales and marketing materials for the purpose of ensuring City Brand integrity.
- C. Merchandising and sale of Events related products at the Events on public right of ways and public property shall be exclusively reserved to AAN. Any permit fees required by an

entity other than Maricopa shall be at the expense of AAN. Any vending plan must provide for reasonable accommodation and opportunities for Maricopa businesses within each Event's boundaries and in the immediate vicinity. AAN shall have the opportunity, should budgetary funds and Maricopa's interest exist, to receive additional sponsorship dollars for incorporating Maricopa businesses and non-profit organizations into the Events. These funds would be negotiated on a case-by-case basis at the discretion of the City.

- D. Maricopa will have final approval of all collateral materials, including but not limited to the following: press releases, posters, flyers, media alerts, sponsorship agreements and similar items. All promotional materials must promote the City of Maricopa and will be reviewed by the City for the purposes of ensuring City Brand integrity. Final comments and/or approval of all collateral material will be provided to AAN within 48 hours of submittal.
- E. Title and presenting sponsorships may be sold for this event by AAN with the approval of Maricopa, which approval shall not be unreasonably withheld. Title sponsorships also can be sold for individual attractions, in AAN's reasonable discretion.
- F. Maricopa will give AAN \$22,000 in sponsorship for Stagecoach Days, \$30,000 for the Salsa Festival and \$6,000 for The Great American Barbecue. In addition, Maricopa will pay up to \$18,000 for fireworks at The Great American Barbecue. The sponsorship check will be given to AAN no later than 30 days prior to each Event.

7. Event Revenues and Expenditures.

- A. Maricopa and AAN shall adopt an Event budget by 45 days prior to the event based on the income/expense projections and plans submitted pursuant to paragraphs 4, 5 and 6 above, which budget may be amended from time to time by Maricopa and AAN.
- B. AAN may charge a reasonable amount for different services and activities at the Events. Examples of services and activities to charge for are: shuttles, parking, rides and bouncers. Any increase in service or activity fees shall be approved by the City Manager or designee.

8. AAN Responsible for Expenses in Excess of Budget

The parties hereto agree that AAN will be responsible for any amounts exceeding the agreed to budget contained in the Event Plan submitted to and approved by Maricopa. The parties agree that Maricopa shall not be responsible for any portion of any amount beyond that contained in the budget unless it is an additional amount approved in writing by Maricopa.

9. Other Terms and Conditions

- A. Compliance With Laws - AAN agrees to conduct and execute this Agreement and the Events in compliance with all applicable local, state and federal laws and in compliance with all laws which are applicable to Maricopa and AAN with regard to this Event.
- B. City Permits, Licenses, Taxes, Outdoor Events - AAN shall comply with and ensure compliance with Maricopa City Code and regulations governing outdoor events, permits, licenses, payment of taxes and other applicable ordinances and regulations. AAN shall maintain in current status all federal, state, county and city licenses and permits required for the operation of the Event and the business conducted by AAN as applicable to this Agreement.
- C. Independent Contractor Relationships - Except as may be otherwise set forth herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party.
 - i. AAN, its subcontractors, employees, agents or representatives, in the performance of all work, services and activities under this Agreement or any subcontract, are independent, and not an employee, agent or servant of Maricopa. AAN's relationship and the relationship of its employees to Maricopa shall be that of an independent contractor and not as employees or agents.
 - ii. Maricopa employees, agents or representatives, in the performance of all work, services and activities under this Agreement, are considered at all times to be employees of the Maricopa, and not employees,

agents or servants of AAN.

- D. Insurance and Indemnification's - AAN and its operational manager shall indemnify, defend and save harmless Maricopa, its employees, officers and directors from any and all alleged claims, demands, suits, actions, proceedings loss, cost and damages of every kind and description including any attorney's fees or litigation expenses which may be brought or made against or incurred by Maricopa, its employees, officers and directors, on account of loss of or damage to any property or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake or negligence of the operational manager or AAN, its volunteers, agents or representatives, in connection with or incident to the performance of this Agreement. The operational manager and AAN's obligation under this subparagraph does not extend to any liability ultimately determined by law or judicial order to have been caused solely by the negligence or willful misconduct of Maricopa, or its employees, officers and directors. The operational manager and AAN shall require any subcontractor to indemnify and defend Maricopa, its employees, officers and directors, by inserting indemnity language substantially similar to this subparagraph, in any subcontract agreement or arrangement the operational manager or AAN enters into related to this Event.
- E. Insurance - AAN shall provide insurance, evidenced by certificate issued to Maricopa, for such amounts and coverages as are reasonably satisfactory and approved by Maricopa, with minimum amounts and coverages as provided herein, naming Maricopa, its employees, officers and directors, as additional insured's, to protect against loss arising out of this Agreement and the performance thereof. Event insurance obtained by AAN covering all the parties shall be included as an expense of the Event. Minimum requirements are attached as Exhibit A to this Agreement.
- F. Symbols, Trademarks, Copyrights, Broadcast and Media Rights - Maricopa and AAN may authorize in writing a temporary nonexclusive license for use of applicable trade name, trademark, symbol, insignia or emblem in advertising, promotion, signage, broadcast or other uses. All broadcast and media rights are reserved to Maricopa and AAN. This Agreement does not authorize the broadcasting,

telecasting or transmission by wire or otherwise of any portion of the Event without the written permission of Maricopa and AAN.

- G. Subcontracts - AAN shall be responsible for negotiating, executing and causing the performance of any subcontracts related to its responsibilities for the Event or as needed to carry out the responsibilities as defined in this Agreement. All subcontracts shall comply with federal, state and city laws and regulations which are applicable to the services covered by the subcontract and shall include all terms and conditions set forth herein which shall apply with equal force to the subcontract as if the subcontractor were the contractor referred to herein. AAN is responsible for the performance of this Agreement whether or not subcontractors are used.
- H. Audit and Records - Maricopa may, at reasonable times and places, audit the books and records of any party to this Agreement, or any subcontractor, as related to this Agreement or the Event. Each party shall preserve and make available for inspection and audit by any other party all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of three (3) years after the termination of this Agreement. This provision shall survive the termination of this Agreement.
- I. Time of Essence - The parties agree that time shall be of the essence in this Agreement and the representations and warranties made are all material and of the essence of this Agreement.
- J. Right to Assurance - Whenever a party to this Agreement in good faith has reason to question another party's intent to perform, the party may demand that the other party give a written assurance of its intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation or default of the Agreement.
- K. Term - The term of this Agreement ("Term") shall be for one year .
- L. Termination and Cancellation - This Agreement may be cancelled by a party for an Event of Default committed by

another party as provided in paragraph 10 below. Notwithstanding anything herein to the contrary, either party may terminate this Agreement without cause by providing the other party with ninety (90) days prior written notice. In the event of the termination of this Agreement prior to the end of the term, each party is entitled to receipt or return of any sums owing as of the effective date of the termination. The parties acknowledge that this Agreement is subject to cancellation by Maricopa pursuant to A.R.S. Sec. 38-511.

10. Cancellation for Default

- A. This Agreement is critical to Maricopa and Maricopa reserves the right to cancel the whole or any part of this Agreement in the event of default by AAN. This Agreement is also important to AAN which reserves the right to cancel the whole or any part of this Agreement in the event of default by Maricopa.

- B. An "Event of Default" by AAN shall be for acting or failing to act as in any of the following, or for materially breaching any promise or covenant made herein where such breach is not caused in whole or in part by Maricopa, including:
 - i. Failing materially to adequately perform the services set forth in the specifications of the Agreement.

 - ii. Failing to complete the work required or furnish the materials required within the time frames stipulated in the Agreement.

 - iii. Failing to pay any sums when due hereunder or materially breaching any promise or covenant made herein.

- C. An "Event of Default" by Maricopa shall be for acting or failing to act as in any of the following, or for materially breaching any promise or covenant made herein where such breach is not caused in whole or in part by AAN, including:
 - i. Failing materially to adequately perform the services set forth in the specifications or the

Agreement.

- ii. Failing to pay any sums when due hereunder or materially breaching any promise or covenant made herein.
- D. A party wishing to cancel for an Event of Default shall deliver a written notice of default effective at once and not deferred by any interval of time, which notice shall provide the defaulting party twenty (20) days from the date of delivery of the notice to the defaulting party to cure the breach or default; provided, however, that if the nature of the default is such that more than twenty (20) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if the defaulting party commences such cure within such twenty (20) day period and thereafter diligently pursues such cure to completion. Upon a failure by the defaulting party to cure within such time period, the party canceling for default shall deliver a notice of cancellation to all parties which is effective immediately and not deferred by any interval of time unless otherwise stated by the canceling party.
- E. The parties may resort to any single or combination of the following remedies in the Event of Default:
- i. Cancel any contract,
 - ii. Reserve all rights or claims to damages for breach of any covenants of the Agreement;
 - iii. In case of default, Maricopa or AAN reserve the right to purchase materials, or to complete the required work in accordance with the needs of Maricopa or AAN.

11. Spirit of Support

Maricopa and AAN agree to provide cooperation and proactive support of all mutually agreed upon actions and decisions, helping to assure timely response and productive solutions for the Event.

12. Warranties

AAN and its operational manager, if any, shall insert the following language, or language substantially similar, in any subcontract for the

Event: "The subcontractor warrants that all material, service or construction delivered under the contract shall conform to the requirements of the contract and this Agreement and shall be free from defects in material, workmanship, design and will be fit for the intended purposes. Mere acceptance of the material, service or construction specified and any inspection incidental thereto by Maricopa, AAN or operational manager shall not alter or affect the obligations of the subcontractor or the rights of Maricopa, AAN or operational manager under the foregoing warranties".

13. No Waiver

No waiver of any provision in this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

14. Arbitration.

In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by AAN and Maricopa. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, AAN and Maricopa shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between AAN and Maricopa. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator.

15. Jurisdiction, Venue and Governing Law

All parties hereby irrevocably submit to the jurisdiction of the Pinal County Superior Court, State of Arizona in any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agree that all claims in respect to such action or proceeding shall be heard and determined in Pinal County, Arizona. The parties agree that this Agreement shall be construed and interpreted according to the laws of the State of Arizona.

16. No Assignment or Transfer

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered under any circumstance by AAN

without the prior written consent of Maricopa.

17. Succession

This Agreement and the rights and obligations contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and lawful assigns.

18. Survival

Any rights either party may have in the event it terminates this Agreement pursuant to the terms hereof shall survive such termination.

19. Authorization to Enter Agreement

By execution of this Agreement and the signatures shown below, each party certifies that the officer executing this Agreement on its behalf is fully authorized to act on behalf of and bind the party as to all matters contained in this Agreement.

20. Entire Agreement

This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and agreement between the parties and supersedes previous agreements and representations whether written or oral.

21. Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one or more of the parties than the other.

22. Amendments in Writing

This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties.

23. Provisions Severable

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of

this Agreement shall be construed to be in full force and effect.

24. Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.

25. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

26. Notices

Whenever any party desires to give notice to another party, it must be given by written notice, mailed by first class mail, addressed to the party at the address shown in this Agreement and shall be effective when received.

27. Force Majeure

Except for payment of sums due, no party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure.

28. Undocumented Workers

AAN understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. Under the provisions of A.R.S. §41-4401, AAN hereby warrants to Maricopa that AAN and each of its subcontractors ("Subcontractor") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Immigration Warranty"). A breach of the Immigration Warranty shall constitute a material breach of this Agreement and shall subject AAN to penalties up to and including termination of this Agreement at the sole discretion of Maricopa. Maricopa retains the legal right to inspect the papers of any AAN or Subcontractor employee who works on this Agreement to ensure that AAN or Subcontractor is complying with the Immigration Warranty. AAN agrees to assist Maricopa in regard to any such inspections. Maricopa may, at its sole discretion, conduct random verification of the employment records of AAN and any of subcontractors to ensure compliance with Immigration Warranty. AAN agrees to assist Maricopa in regard to any random verification(s) performed.

Neither AAN nor any Subcontractor shall be deemed to have materially breached the Immigration Warranty if they establish that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of this paragraph must be included in any contract AAN enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.

29. SCRUTINIZED BUSINESS OPERATIONS

In signing this Agreement, AAN certifies pursuant to ARS §35-391 that they do not have scrutinized business operations in the Sudan and pursuant to ARS §35-393 that they do not have scrutinized business operations in Iran.

30. NO KICK-BACK CERTIFICATION

AAN warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of Maricopa has an interest, financially or otherwise, in AAN's firm. For breach or violation of this warranty, Maricopa shall have the right to annul this Agreement without liability, or at its discretion to deduct from the compensation to be paid AAN hereunder, the full amount of such commission, percentage, brokerage or contingent fee.

Maricopa:

AAN:

By: _____

By: _____

Its: _____

Its: _____

Print Name: _____

Print Name: _____

Attest:

City Clerk

Approved:

City Attorney

EXHIBIT A

Insurance Requirements

INSURANCE:

AAN shall secure, pay for and maintain in full force and effect for the duration of this Agreement, Workers' Compensation (if required under the laws of the State of Arizona), and comprehensive general, automobile, and professional liability insurance coverage described hereinafter, such coverage to be provided by an insurance company which is authorized to transact insurance business in the State of Arizona.

AAN's insurance shall be primary insurance as respects City, and any insurance or self-insurance maintained by the City shall not contribute to it. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the City's right to coverage afforded under the insurance policies.

Prior to City's execution of this Agreement and prior to AAN's commencement of the services, AAN shall furnish certificates of insurance and required endorsements from each insurance carrier certifying that policies of insurance have been issued to AAN in at least the amounts specified herein. The form of the certificates of insurance and endorsements shall be subject to the approval of the City of Maricopa City Attorney's Office, shall comply with the terms of this Agreement, and shall be issued and delivered to:

City of Maricopa
Brenda Fischer, City Manager
P.O. Box 610
Maricopa, AZ 85139

Each certificate of insurance and endorsement shall provide that in the event of anticipated expiration or proposed cancellation of the insurance policy for any reason whatsoever, the insurance carrier shall notify the City Attorney not less than thirty (30) days before the expiration or cancellation is effective.

AAN shall also cause any other professional consulting firm that is retained by AAN to perform subAAN work under this Agreement and to obtain and maintain comparable insurance unless covered by AAN's insurance.

All insurance policies shall contain the following provisions and coverages:

Workers' Compensation Insurance

This insurance shall be in accordance with the requirements of Arizona Revised Statutes Annotated (A.R.S.) §23-900 *et seq.* for all employees of AAN. By execution of this Agreement, AAN certifies as follows:

“I am aware and understand the provisions of A.R.S. §23-900 *et seq.* which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of this chapter, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

If AAN has no employees for which workers’ compensation insurance is required, AAN shall submit a declaration or affidavit to City so stating and covenanting to obtain such insurance if and when AAN employs any employees subject to coverage.

General and Liability Insurance

All liability insurance shall cover comprehensive general and automobile liability for both bodily injury, including death, and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

A combined single-limit policy with aggregate limits in the amount of \$1,000,000.

Policies or certificates and completed forms of City’s Additional Insured Endorsement (or a substantially equivalent insurance company form acceptable to the City Attorney) evidencing the coverage required by this section shall be filed with City and shall include City as an additional insured. The policy or policies shall be in the usual form of public liability insurance, but shall also include the following provision:

“Solely as respects work done by or on behalf of the named insured for the City of Maricopa, it is agreed that the City of Maricopa and its officers, employees, and contractors are added as additional insured’s under this policy.”