



COMMISSIONERS COURT  
COMMUNICATION

AGENDA DATE : 07/09/2012

CONSENT OR REGULAR: Consent

CONTRACT REFERENCE NO  
(IF APPLICABLE): 2012-246

**SUBJECT:**

Approve and authorize the County Judge to sign the Booth Agreement for the El Paso County Sheriff's Office - Victim Services Unit to set up a booth at the Family Expo & Immunization Health Fair on July 14, 2012 at the Pro's Ranch Market Parking Lot at 10501 Gateway West, Yarbrough and I-10.

**BACKGROUND/DISCUSSION OF TOPIC:** To include statutory requirement, operational impact, or performance goal.

The EPCSO - Victim Services Unit will have one 10' x 10' an informational booth at the fair from 8:00 a.m. to 1:00 p.m. on July 14, 2012.

**FISCAL IMPACT:**

None, booth is free.

**PRIOR COMMISSIONERS COURT ACTION (IF ANY):**

None

**RECOMMENDATION:**

Recommend approval pending County Attorney legal review.

**COUNTY ATTORNEY APPROVAL**

The attached document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

COUNTY ATTORNEY:

LEGAL REVIEW:

LEGAL REVIEW NOTES (If Applicable):

DATE:

SUBMITTED BY: Richard D. Wiles, Sheriff (915) 538-2006

## BOOTH AGREEMENT

This booth agreement ("Agreement") is made as of the date set forth below by and between the Univision Entity<sup>1</sup> ("Univision") and the person or entity named below ("Contracting Party").

- 1. Release.** Each party releases and discharges forever the other party and its officers, directors, employees, agents, representatives, successors, assigns, parents and affiliates (collectively, "Releasees"), from any and all actions, claims, causes of action, demands, suits (whether or not groundless), liabilities, losses, damages, and expenses (including, without limitation, reasonable attorneys' fees and court costs), whether actual or potential, known or unknown, suspected or unsuspected (collectively, "Claims") resulting from each party's participation in the Event described below. Contracting Party further releases and discharges forever Univision Releasees from any and all Claims resulting from Contracting Party's use of the booth(s). **Contracting Party hereby expressly waives all rights under Section 1542 of the California Civil Code and any similar law of any other state or territory of the United States of America. Such section reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."**
- 2. Indemnification.** Each party (the "Indemnifying Party") will defend, indemnify and hold the other party and the Releasees harmless from and against any and all Claims (including, without limitation, reasonable attorneys' fees and court costs) arising out of or in connection with (a) injury to or death of persons, or damage to or loss of property, caused by the Indemnifying Party's acts, omissions, or neglect, or the acts, omissions, or neglect of its personnel or agents in connection with the performance of this Agreement; (b) material breach of any representation or warranty made by the Indemnifying Party herein; and (c) material breach of any obligation of the Indemnifying Party hereunder. Contracting Party will further defend, indemnify and hold the Univision Releasees harmless from and against (a) injury to or death of persons, or damage to or loss of property, caused by the acts, omissions, or neglect of Contracting Party or its personnel or agents during or in connection with Contracting Party's use of the booth(s) or Contracting Party's participation in the Event; and (b) any and all claims or actions by Contracting Party's employees or persons performing on behalf of Contracting Party based upon or arising out of the requirements of labor, employment insurance, social security and income tax laws applicable to Contracting Party and any claims related to death, injury, loss or damage to Contracting Party's employees or agents. The parties' indemnification obligation will survive the expiration or earlier termination of this Agreement.
- 3. Advertising Permission.** Contracting Party hereby grants permission to Univision to use and publish in perpetuity any still or moving visual images, audio and information pertaining to Contracting Party's booth(s) or Contracting Party's participation in the Event in connection with the advertising, promotion and publicity of the Event and the Univision Entities, in all media now known or hereafter developed, including, without limitation, all forms of television, print publications, and internet.
- 4. Insurance.** Contracting Party will comply with the insurance requirements set forth in Schedule 1 attached hereto and incorporated herein by this reference.
- 5. Miscellaneous.** This Agreement (a) is effective as of the date below and will continue in full force until the Parties' obligations hereunder have been fully satisfied; provided, that the representations and warranties and insurance and indemnification obligations will survive termination or expiration hereof; (b) may not be amended except by a writing duly signed by both Parties; (c) represents the full understanding of the Parties and supersedes any prior or contemporaneous agreements between the Parties relating to the subject matter hereof; (d) may not be assigned without the consent of the non-assigning Party; and (e) shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties. No consent or waiver hereunder

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<sup>1</sup> The Univision Entities are Univision Communications Inc. and its affiliates and subsidiaries now existing or hereafter formed or acquired, including: The Univision Network Limited Partnership, Univision Television Group, Inc., Univision Interactive Media, Inc., TeleFutura Television Group, Inc., TeleFutura Network, Galavision, Inc., Univision Management Co., Univision of Puerto Rico, Inc. and Univision Radio, Inc.

shall be effective unless it is explicit, in writing and executed by the waiving Party. Furthermore, no consent or waiver shall extend to or affect any obligations hereunder not expressly waived, or impair any right consequent thereto. The relationship of the Parties is that of independent contractors. In the event of a conflict between this Agreement and any exhibit or schedule hereto, the Agreement will control.

By signing below Contracting Party acknowledges that he/she/it has read and understands, and agrees to be bound by and comply with, all of the terms and conditions of this Agreement:

Effective Date: 6-28-12

UNIVISION RADIO BOADCASTING TX

EL PASO COUNTY SHERRIF'S OFFICE  
VICTIMS SERVICES UNIT

D/B/A KBNA/KAMA

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name/Title: Angela Navarrete/ GM-VP

Print Name/Title: \_\_\_\_\_

Name of Event: Family Expo & Immunization Health Fair at Pro's Ranch

Event Sponsor(s): Pro's Ranch Markets

Opening Date/Time: July 14<sup>th</sup> from 8AM-1PM Set up from 7:00 AM- 8:00 AM on 7-14-12

Closing Date/Time: July 14<sup>th</sup> at 1:00PM

Location: Pro's Ranch Market Parking Lot at 10501 Gateway West. Yarbrough and I-10 , El Paso TX

Description of Booth(s)/Table/Tent (size, location, etc.):

Number of booths: 1      Number of booth spaces: 1

Booth size: 10 ' x 10 '      Booth space size: 10 ' x 10 '

List all items to be given away, displayed or sold at booth:

\_\_\_\_\_

THERE WILL NOT BE ELECTRICITY AVAILABLE AT THE HEALTH FAIR.

**Banners:** Contracting Party will display the following banner(s)/ or other signage at the venue as follows. Contracting Party is solely responsible for putting up its banners/signage at the Event.

Number of banners/signage: 1-2      Size: 4' x 6' approx.      Location: At your booth

**Name\* of Contracting Party:** \_\_\_\_\_

(\*Must be a full legal name and same as that listed as "Insured" on Contracting Party's certificate of insurance)

**Name and title of Contracting Party representative authorized to sign this Agreement for Contracting Party:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**State:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**Phone # Day:** (\_\_\_\_) \_\_\_\_\_

**Phone # Evening:** (\_\_\_\_) \_\_\_\_\_

**Fax:** (\_\_\_\_) \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

## SCHEDULE 1 - INSURANCE REQUIREMENTS

Contracting Party shall, at its expense, obtain and maintain the following insurance policies with insurance companies acceptable to the Univision Entity that is the party to this Agreement with a Best rating of "A-1X" or better, for such length of time as is necessary to cover any and all claims arising in connection with the Agreement.

1. **Worker's Compensation Insurance**, including occupational diseases **Coverage A with statutory limits**, including broad form All States endorsement **Employer's Liability Coverage B - \$1,000,000 limit**. If Contracting Party is exempt from the Statutory Requirement to provide Workers' Compensation Insurance, they must provide a copy of the state exemption certificate or a representation letter from a company officer stating they are exempt and will take full responsibility for any work-related injuries of their employees. Contracting Party, at its expense, shall cause its Worker's Compensation carrier to **waive insurer's right of subrogation** with respect to the "**Univision Entities**" and their directors, officers, employees and agents (collectively with the Univision Entities, the "**Univision Insureds**") to the extent described herein.

2. **Commercial General Liability Insurance** written on the most current ISO occurrence form or broader with no additional exclusions and including products liability, completed operations, blanket contractual liability, bodily injury, personal injury and third party property damage, that shall be primary, not contributing coverage, and contain a cross-liability endorsement **naming the Univision Insureds as additional insureds**, with the following limits of liability: **each occurrence \$1,000,000 CSL, aggregate \$2,000,000 CSL**. The additional insured status must be primary with respect to the Contracting Party's activities and the Univision Insured's policies will be non-contributing. A Waiver of Subrogation in favor of the additional insured must be included.

**THE FOLLOWING COVERAGES ARE CONDITIONAL – DEPENDING ON THE SERVICES THAT ARE CONTRACTED FOR. IF YOU HAVE QUESTIONS AS TO WHETHER ANY OF THESE APPLY, PLEASE CONTACT EITHER JOSEPH MEYER OR RONNA SCHMOKER AT UNIVISION'S RISK MANAGEMENT DEPARTMENT. THEIR CONTACT INFORMATION IS ON THE NEXT PAGE.**

3. **If an automobile is used in connection with the performance of Contracting Party's obligations under this Agreement**, **Commercial Automobile Liability Insurance** insuring the ownership, maintenance, or use of any owned, non-owned, hired or borrowed automobile used in the performance of Contracting Party's obligations under this Agreement, **naming the Univision Insureds as additional insureds**, with the following limits of liability: **Bodily Injury and Property Damage Liability, each occurrence \$1,000,000 CSL**. The additional insured status must be primary with respect to the Contracting Party's activities and the Univision Insured's policies will be non-contributing. A Waiver of Subrogation in favor of the additional insured must be included.

4. **If Contracting Party is licensed to sell or serve alcoholic beverages, wine or beer and will be performing said service under this Agreement**, **Liquor Liability Insurance** is required, naming the Univision Insureds as additional insureds with **minimum limits of liability of \$1,000,000 per occurrence and \$2,000,000 in the aggregate**.

6. **If property or equipment is to be used by Contracting Party in connection with the performance of Contracting Party's obligations under this Agreement**, evidence of an "All Risk" Property Policy covering such property and equipment, whether owned, leased, rented or borrowed.

7. **If Professional Services are required in connection with the performance of Contracting Party's obligations under this Agreement**, evidence of a **Professional Liability (Errors and Omissions)** insurance coverage with **minimum policy limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate** is required. (Examples of professional services are: **Architects, designers, engineers, travel agents, lawyers, medical services, producers/broadcasters/composers/content providers/publishers/advertising agencies, etc.**)

The insurance required above does not limit Contracting Party's liability to the Univision Entities with respect to this Agreement and the obligations of Contracting Party hereunder.

Original certificates of insurance, and if required by Contracting Party's policies, certified copies of endorsements, naming the "**Univision Insureds**" as additional insureds as required above must be delivered at least ten (10) days before the commencement of the Services as noted below. Each such certificate shall be signed by an authorized agent of the insurance company or insurance broker and shall provide that at least thirty (30) days notice shall be given to the Univision Entity that is a party to this Agreement prior to any cancellation, non-renewal or modification. Such Univision Entity is under no obligation to request the delivery of such certificates or endorsements. If Contracting Party fails to deliver said insurance certificate(s) or endorsement, the Univision Entity's failure to demand delivery shall not be construed as a waiver of the Contracting Party's obligation to provide the insurance coverage specified herein.

**Certificate Holder: Univision Insureds, UNIVISION RADIO BOADCASTING TX LP d/b/a KBNA/KAMA**

**WITH COPIES TO:**

**Non-Radio agreements: Joseph E. Meyer, Univision Risk Management, 500 Frank W. Burr Blvd., Ste. 19, Teaneck, NJ 07666-6802 or e-mail at jemeyer@univision.net (Tel: 201-287-4237)**

**Radio agreements: Ronna Schmoker, Univision Radio, Inc., 3102 Oak Lawn Ave., Suite 215, Dallas, TX 75219 or e-mail at rschmoker@univision.net (Tel: 214-525-7766)**

**SEE SAMPLE CERTIFICATE ATTACHED**

PRODUCER  INSURED <b>LEGAL NAME OF CONTRACTING PARTY FROM SIGNED AGREEMENT</b>	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.  <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL OF THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN HAVE BEEN REDUCED Y PAID CLAIMS.

INSR LTR	ADD'L INSR D	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																						
		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>EACH OCCURRENCE</td> <td>\$1,000,000</td> </tr> <tr> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td>\$100,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td>\$5,000</td> </tr> <tr> <td>PERSON &amp; ADV INJURY</td> <td>\$1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td>\$2,000,000</td> </tr> <tr> <td>PRODUCTS-COMP/OPP AGG</td> <td>\$1,000,000</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>COMBINED SINGLE LIMIT (Ea accident)</td> <td>\$1,000,000</td> </tr> <tr> <td>BODILY INJURY (Per person)</td> <td></td> </tr> <tr> <td>BODILY INJURY (Per accident)</td> <td>\$</td> </tr> <tr> <td>PROPERTY DAMAGE (Per Accident)</td> <td>\$</td> </tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	MED EXP (Any one person)	\$5,000	PERSON & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS-COMP/OPP AGG	\$1,000,000			COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per Accident)	\$
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		<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS BELOW OTHER Errors and Omissions (if applicable)  Liquor Liability (if applicable)				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> WC STATU-TORY LIMITS</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td>Each occurrence</td> <td></td> <td>\$1,000,000/</td> </tr> <tr> <td>Aggregate</td> <td></td> <td>\$3,000,000</td> </tr> <tr> <td>Each occurrence</td> <td></td> <td>\$1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE - EA EMPLOYEE		\$1,000,000	E.L. DISEASE - POLICY LIMIT		\$1,000,000	Each occurrence		\$1,000,000/	Aggregate		\$3,000,000	Each occurrence		\$1,000,000	
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**Either "Any Auto" OR "Scheduled Autos" + "Hired Autos" + "Non-owned Autos"**

**Only applicable for construction/renovation contracts OR if specifically called for in the contract**

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Univision Insureds are included as additional insureds with regard to liability and defense of lawsuits arising from the activities or work performed by or on behalf of the Named Insured. Coverage is primary, and Univision's insurance shall be non contributory. A Waiver of Subrogation is included with respect to the general liability and workers' compensation policies.

<b>CERTIFICATE HOLDER</b> Univision Insureds Address per Schedule 1	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAKE 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE:
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**(IF THIS DISCLAIMER IS ATTACHED TO YOUR CERTIFICATE OF INSURANCE, UNIVISION  
REQUIRES THE NAMED INSURED TO PROVIDE THE ENDORSEMENTS CONFIRMING  
ADDITIONAL INSURED STATUS AND WAIVER OF SUBROGATION.)**

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.