

AGREEMENT FOR PRODUCTION OF TREATS IN THE STREETS

This **AGREEMENT FOR PRODUCTION OF TREATS IN THE STREETS** (“Agreement”) is made at Orange, California, on this _____ day of _____, 2025 (“Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and ORANGE INTERNATIONAL STREET FAIR, INC., a California non-profit public benefit corporation, also known as OISF (“OISF”).

1. Term and Termination of Agreement.

A. This Agreement shall commence upon execution and shall terminate December 31, 2028, unless amended or sooner terminated as provided herein.

B. City, acting through its City Manager or designee, reserves the right to terminate this Agreement for any reason by providing a written notice of intent to terminate to OISF no fewer than 120 days prior to the commencement of the next Treats in the Streets. City shall not be liable for any claim of damages or lost profits relating to any such termination.

2. Location.

Treats in the Streets shall take place on those public streets and rights-of-way in the City generally described as the area of Chapman Avenue from the center line of Grand Street to the center line of Lemon Street; and Glassell Street from the center line of Almond Avenue to the center line of Maple Avenue, as more particularly identified in the map attached hereto and incorporated herein as Exhibit “A.”

3. Date and Times.

A. The Treats in the Streets shall take place on the following dates and times:

- 1) October 30, 2025 beginning at 4:00 p.m. – 7:00 p.m.
- 2) October 29, 2026 beginning at 4:00 p.m. – 7:00 p.m.
- 3) October 28, 2027 beginning at 4:00 p.m. - 7:00 p.m.
- 4) October 26, 2028 beginning at 4:00 p.m. - 7:00 p.m.

4. OISF Obligations.

A. Production of Treats in the Streets

1) OISF shall produce the Treats in the Streets during the day and times stated in Section 3.

2) The “production of Treats in the Streets” means all aspects of the planning, coordination, and execution of said Treats in the Streets including, but not limited to: reviewing and approving applications for participants; preparing and distributing advertising; obtaining all licenses, permits (e.g., Orange County Health Care Agency) and other applicable governmental approvals; obtaining all insurance set forth in Section 7; and developing a budget and fee schedule.

3) OISF shall work with designated City representatives for business involving the Treats in the Streets to ensure compliance with this Agreement.

B. Staging Layout.

1) The proposed staging layout map is contained in Exhibit “B.” Each year, no fewer than sixty (60) days prior to Treats in the Streets, OISF shall submit a detailed staging layout map showing the physical layout of the entertainment, food, and commercial booths, for approval by the Police Department, Fire Department, and Public Works Department.

2) All fire lanes, fire breaks, crosswalks, streets and alleyways shown on the approved plan shall remain free and clear of all objects, materials, vehicles, and other obstructions during set up, during the course of the event, and at break down of Treats in the Streets.

3) OISF shall not block or obstruct public sidewalks with tables, chairs, canopies or any other equipment preventing pedestrian circulation.

4) To the extent it is feasible, OISF shall not block pedestrian or delivery access to a merchant that is within or immediately adjacent to the event area.

5) The use of Plaza Park during this event will be reviewed on an annual basis. At the discretion of the Community and Library Services Director, the historic fountain shall be enclosed and protected by fencing for the duration of the Treats in the Streets. The cost of such fence rental or other means to secure the historic fountain shall be the sole responsibility of OISF.

C. Site Inspection. No fewer than fifteen (15) days prior to the event, authorized representatives from City and OISF shall walk the footprint of Treats in the Streets to ensure safety standards.

D. Parking Lots. Excluding portions of the public parking lot on the west side of South Orange Street and unless otherwise approved by the City Council, OISF agrees to leave public parking lots open for use by participants and the public during Treats in the Streets.

E. Sanitation.

1) Unless otherwise stated herein, OISF shall comply with all provisions of the Orange Municipal Code and all applicable state and federal mandates as they relate to all storm water issues, and as directed by City.

F. Entertainment. OISF shall furnish a complete entertainment schedule to the Police Department liaison a minimum of two (2) weeks prior to the Treats in the Streets.

G. Code of Conduct. OISF shall comply with and enforce the following guidelines related to its employees and volunteers, the general public, and all vendors within the Treats in the Streets footprint:

1) With the exception of ADA-recognized service animals, animals are not permitted.

2) Skateboards, roller skates, scooters, bikes, or any motorized or self-propelled device, other than wheelchairs, mobile scooters, and participant vehicles, for the purpose of personal motion are not permitted, unless pre-approved by City.

3) In keeping with the family-friendly nature of the event, attendees may not wear grotesque masks or costumes depicting violence or injury, including the use of simulated guns, knives, swords, hammers, chainsaws, clubs, etc. to the extent the item could be mistaken for a real weapon or instrument of violence.

4) Footwear and a shirt, or similar form of covering as otherwise approved by the City, must be worn at all times by participants and attendees.

5) Signs must be posted with the information in subsections 1), 2) and 3) above.

6) The Police Department has the right to approve or deny performers and both Police and Fire Departments have the right to stop live entertainment at their discretion based on conditions that may cause or create a hazardous situation to the public.

H. Equipment, Supplies, Costs.

1) OISF shall furnish all equipment and supplies reasonably necessary to carry out the purpose of this Agreement, except as otherwise provided herein and shall pay for all costs and expenses incurred for production of Treats in the Streets.

2) OISF shall reimburse City for all costs and expenses incurred by City in providing materials and services for Treats in the Streets, including public safety and other personnel.

a. The number of public safety personnel assigned is at the discretion of the Police Department and Fire Department. The City will notify OISF in writing when public safety personnel levels will exceed those utilized during the previous Treats in the Streets.

b. Materials and services may include costs incurred by City related to damage and cleanup of public and private property directly related to Treats in the Streets activities within the Treats in the Streets footprint as depicted in Exhibit "A."

c. Reimbursement for said materials and services shall be due and payable within thirty (30) days of receipt of an itemized statement from City.

d. OISF will only be responsible for the actual costs incurred by City related to Treats in the Streets.

I. Maintenance and Inspection of Records. OISF shall maintain all records relating to this Agreement and the production of the Treats in the Streets for a minimum of three (3) years following the expiration or termination of the Agreement. All such records shall be available for inspection or review by an authorized representative of City within ten (10) days of written notice to OISF.

J. Communications and Contacts.

1) OISF shall designate an individual to serve as a public contact for any and all inquiries, including but not limited to complaints related to the production of the Treats in the Streets, and shall provide a list of contacts and phone numbers to City no fewer than thirty (30) days prior to commencement of the Treats in the Streets.

2) OISF will make reasonable efforts to engage with and educate downtown businesses regarding Treats in the Streets, footprint, hours, and any other Treats in the Streets logistics that may interfere with local business operations.

5. City Obligations.

A. City agrees that OISF shall have the sole and exclusive right to produce the Treats in the Streets.

B. City agrees to prepare the Treats in the Streets footprint to a mutually acceptable condition at the City's expense, prior to commencement of Treats in the Streets which includes closing the Treats in the Streets footprint to vehicular traffic and temporarily suspending permit parking within the vicinity of the event area.

C. The City Manager's Office shall designate a direct liaison with OISF as it pertains to the production, planning, and follow-up of the Treats in the Streets. The City Manager's liaison shall serve as a public contact for any and all inquiries, including but not limited to complaints related to the production of Treats in the Streets. No fewer than thirty (30) days prior to Treats in the Streets, the City Manager's liaison shall provide OISF with a list of contacts and phone numbers for each of the following departments: Public Works, Police, Fire, and City Manager's Office.

D. City shall require any vendors or merchants within the Treats in the Streets footprint not otherwise participating in Treats in the Streets through the OISF approval process, to apply for and obtain a Special Event Permit from City. All such Special Event Permits must be submitted for review no later than thirty (30) days prior to Treats in the Streets.

E. City will encourage local businesses and neighbors to report all cleanup locations to City within forty-eight (48) hours of the closure of the Treats in the Streets. City will provide an itemized bill, including photos of the areas not cleaned, to OISF accordingly.

F. City shall provide OISF with a detailed break-down of the actual costs incurred by City for labor, material, and equipment related to the Treats in the Streets by January 15th.

G. City shall reopen all intersections in the Treats in the Street area to through traffic no later than 12:00 a.m.

6. Reserved.

7. Insurance.

A. If applicable, OISF shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. OISF acknowledges that it is an independent contractor and not entitled to any worker's compensation benefits under any City program.

B. Throughout the duration of the event, OISF shall maintain the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) Two Million Dollars (\$2,000,000) per occurrence with a Three Million Dollar (\$3,000,000) aggregate; or (2) all the insurance coverage and/or limits carried by or available to OISF. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

C. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of OISF under this Agreement.

D. Each policy of general liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the event held by OISF under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection B, above, shall apply to City as an additional insured.

E. The insurance policies maintained by OISF shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. OISF will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

F. Before OISF performs any work or prepares or delivers any materials, it shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

G. All insurance maintained by OISF shall be issued by companies admitted to conduct the pertinent line of insurance business in California.

H. OISF shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge OISF for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed OISF.

I. OISF agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, it shall look solely to its insurance for recovery. OISF hereby grants to City, on behalf of any insurer providing insurance to either OISF or City with respect to the services of OISF herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

J. OISF shall include all OISF subcontractors, if any, and Treats in the Streets vendors as additional insureds under its policies or shall require that said subcontractors and OISF vendors maintain their own insurance consistent with the requirements stated herein.

8. Indemnity.

A. To the fullest extent permitted by law, OISF agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

1) Any and all claims under worker's compensation acts and other employee benefit acts with respect to OISF's employees or subcontractor's employees arising out of OISF's work under this Agreement; and

2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission other than a professional act or omission of OISF, or person, firm or corporation employed by OISF, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. OISF, at OISF's own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this Subsection, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this Subsection.

B. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

C. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to OISF and its successors.

9. Standard Provisions.

A. Licenses. OISF represents that it and any subcontractors it may engage possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that OISF and subcontractors, if any, shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

B. Independent Contractor. At all times during the term of this Agreement, OISF shall be an independent contractor and not an employee of City. City shall have the right to control OISF only insofar as the result of OISF's services rendered pursuant to this Agreement. City shall not have the right to control the means by which OISF accomplishes services rendered pursuant to this Agreement. OISF shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. OISF shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. OISF acknowledges that OISF and any subcontractors, agents or employees employed by OISF shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

C. OISF Not Agent. Except as City may specify in writing, OISF shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. OISF shall have no authority, express or implied, to bind City to any obligation whatsoever.

D. Amendment. No amendment of this Agreement or its Exhibits shall be effective unless in writing, signed by OISF and City. City Manager is specifically authorized to execute amendments to this Agreement on behalf of City.

E. Assignment or Subcontracting. No assignment or subcontracting by OISF of any part of this Agreement shall be of any force or effect unless the assignment has had the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or designee.

F. Equal Opportunity and Non-Discrimination. During the performance of this Agreement, OISF agrees as follows:

1) OISF shall not discriminate against any employee, applicant for employment, vendor or participant because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. OISF shall ensure that such

persons are treated without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. OISF agrees to post in conspicuous places, available to such persons, a notice setting forth provisions of this non-discrimination clause.

2) OISF shall, in all solicitations and advertisements for employees placed by, or on behalf of OISF, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

3) OISF shall cause the foregoing paragraphs 1) and 2) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

G. Conflicts of Interest. OISF agrees that it shall not make, participate in the making, or in any way attempt to use its position as a contractor to influence any decision of City in which OISF knows or has reason to know that OISF, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

H. Compliance with all Laws/Immigration Laws.

1) OISF shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

2) OISF shall comply with all applicable Fire Department guidelines in effect January 1st of any given year during which the Treats in the Streets is produced. Additional requirements may be added by the Fire Department as necessary, and at the Fire Department's discretion no later than 30 days prior to the event. If there are any existing violations present by 4 p.m. the day of Treats in the Streets, the City may remove the non-compliant vendor(s) from Treats in the Streets, and/or prevent the violating party from participating in Treats in the Streets until all violations have been corrected.

3) OISF represents and warrants that OISF:

a. Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

b. Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

c. Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of OISF's employees; and

d. Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

4) OISF shall require all subcontractors to make the same representations and warranties as set forth in Subsection 3 above.

5) OISF shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by OISF. Once such request has been made, OISF may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

6) OISF shall require all subcontractors to make the same verification as set forth in Subsection 5 above.

7) If OISF or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

8) OISF agrees to indemnify and hold City, its officials, and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, City may sustain by reason of the Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

I. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and OISF agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

J. Integration and Amendment. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. The City Manager or designee is granted authority to execute any amendments to this agreement.

10. Notice.

Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within 3 days of deposit in

the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“OISF”

Orange International Street Fair
112 East Chapman Avenue, Ste. G
Orange, CA 92866
Attn: Adam Feliz

Email: afeliz@orangestreetfair.org

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866
Attn: Lisa Tamburelli

Email: ltamburelli@cityoforange.org

11. Counterparts.


This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties enter into this Agreement on the year and day first above written.

“OISF”

ORANGE INTERNATIONAL STREET
FAIR, INC., a California non-profit public
benefit corporation

By:  _____
Printed Name: Adam Feliz
Title: President

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

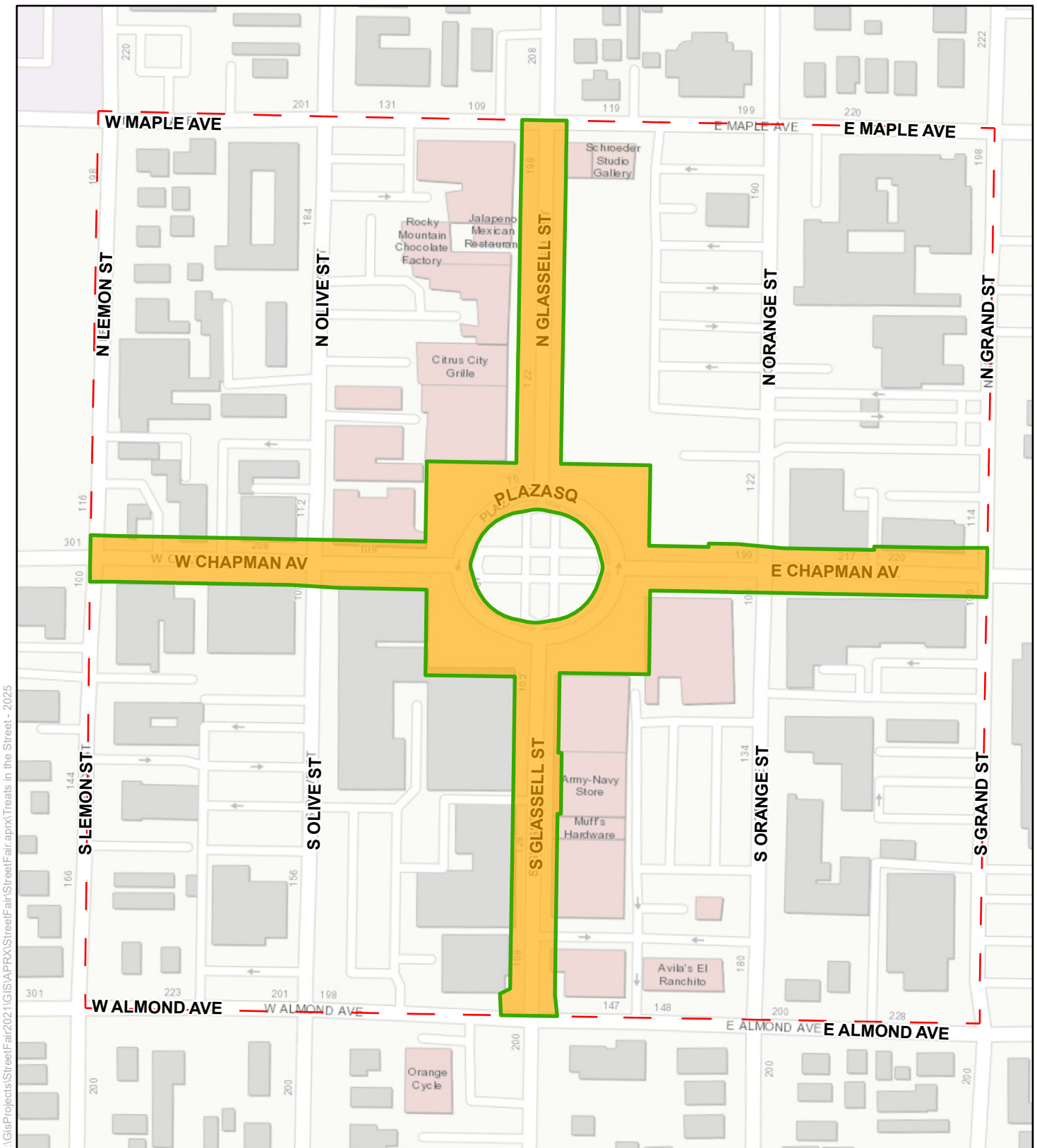
Nathalie Adourian
Senior Assistant City Attorney

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EXHIBIT "A"

STREET AND RIGHT-OF-WAY LAYOUT

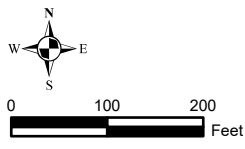
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Legend
 Treats in the Street Area - - - Street Centerline



2/21/2025
 Source: City of Orange (2024)

CITY OF ORANGE
TREATS IN THE STREET

EXHIBIT “B”

STAGING LAYOUT

[Behind this sheet.]

This item is determined and provided annually by Orange International Street Fair, Inc.

EXHIBIT “C”

TREATS IN THE STREETS
PLANNING SCHEDULE AND RESPONSIBILITIES

(Behind this sheet)

The following is a guideline for the preparation, assignments, duties and responsibilities of OISF and other City departments in support of Treats in the Streets. Changes to these guidelines may be incorporated administratively as determined necessary by the City and OISF.

Ongoing

OISF fields calls from merchants and residents prior to Treats in the Streets.

Pre Event (60 days)

- OISF submits to City the layout for the staging of Treats in the Streets described in Section 4.B to Police, Fire, and Public Works for written approval.
- OISF submits to City the layout and details of tents, audio equipment, portable restrooms, and any other equipment or materials related to Treats of the Streets not provided by City. Include power needs, if any.

Pre Event (45 days)

- OISF submits draft merchant letter to City for review.

Pre Event (30 days)

- OISF distributes information letter to Plaza merchants and residents.
- OISF provides a list of contacts and phone numbers to City.
- OISF orders trash liners and delivers to Corp Yard. OISF presents and conducts a meeting with Treats in the Streets participants to provide city staff an opportunity to explain standards and requirements.
- OPW orders disposable trash boxes
- OPW rents necessary equipment and materials for street closures.
- OPW notifies OCTA of the event footprint to re-route buses.

Pre Event (15 days)

- Authorized representatives from City and OISF shall walk the footprint of Treats in the Streets to ensure the footprint meets safety standards.

Pre Event (5 days)

- OPW loads all equipment and material needed for setup and closure procedures.
- OPW posts “no parking signs” on streets and parking lots.

Pre-Staging of Event (36 hours)

- OPW brings stored materials to site.
- OPW provides and places advanced detour signs.

Day of the Event Duties

- 5:00 a.m. Southeast Quadrant closed and block off parking row behind the Assistance League to reserve space for VIP's (**OPW**)
- 12:00 p.m. Closure begins. (**OPW**)
Traffic signals on E. Chapman & Grand and W. Chapman & Lemon to flash during the closure. (**OPW**)
- 2:00 p.m. Vendors & Subcontractors are permitted into the Plaza for unloading/set-up (**OISF**)
Vehicles will enter S. Orange Street and exit S. Olive Street (**OISF**).
- 4:00 p.m. Event festivities begin (**OISF**)
- 7:00 p.m. Festivities end (**OISF**)
- 7:30 p.m. Vendor vehicles are allowed into the Plaza for loading; entering on S. Orange St., exiting S. Olive St. once given the "all clear" from OPD and OPW (**OISF, OPD, and OPW**).
- 10:00 -11:30 p.m. Flashing lights are returned to standard and streets are reopened. (**OPW**)

Upon mutual agreement, OISF and the City will add other services or amend the timeline as needed to ensure a safe closure, the public right-of-way is kept clean, and the safe operation of Treats in the Streets.