

## **AGREEMENT FOR PRODUCTION OF ORANGE MAY PARADE**

This **AGREEMENT FOR PRODUCTION OF ORANGE MAY PARADE** ("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 THE ORANGE CHAMBER OF COMMERCE FOUNDATION., a California non-profit public benefit corporation ("Foundation").

### **RECITALS**

A. In 1933, City produced the annual May Festival Parade marking the beginning of the Valencia orange packing season in the City of Orange.

B. In 1991, City discontinued the production of the May Festival Parade.

C. Foundation desires to produce the May Festival Parade, renamed the Orange May Parade ("Parade"), to showcase and celebrate the City of Orange.

D. City and Foundation (collectively, "Parties") have developed a well-organized and effective working relationship ensuring the success of the Parade and City wishes to grant Foundation the exclusive right to produce the Parade.

**NOW, THEREFORE**, for and in consideration of the mutual and respective covenants and promises hereinafter contained and made, and subject to all of the terms and conditions hereof, the parties hereto do agree as follows:

#### **1. Term and Termination of Agreement**

A. This Agreement shall commence upon execution and shall terminate December 31, 2030, unless amended or sooner terminated as provided herein.

B. Foundation or City, acting through its City Manager or designee, each reserve the right to terminate this Agreement for any reason by providing a written notice of intent to terminate to the other party no fewer than 90 days prior to the commencement of the Parade for said year. Neither party shall be liable to other for any claim of damages or lost profits relating to any such termination.

#### **2. Location**

The Parade shall take place only on those public streets and rights-of-way in City, generally described as the area of (1) Chapman Avenue from the west side of Cambridge Street to the east side of Olive Street; (2) Almond Avenue from the west side of Cambridge Street to the east side of Glassell Street; and (3) Glassell Street from the south side of Almond Avenue to the north side of Maple Avenue, as more particularly identified in the map attached and incorporated herein as Exhibit "A."

**3. Date and Time.**

The Parade shall take place on the first Saturday of May from 10:00 a.m. through approximately Noon.

**4. Foundation Obligations.**

**A. Production of Parade.**

1) Foundation shall produce the Parade during the day and time stated in Section 3.

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

3) Foundation shall work with designated City representatives for business involving the Parade to ensure compliance with this Agreement.

**B. Staging Layout.**

1) The proposed staging layout map is contained in Exhibit “A.” Each year, no fewer than sixty (60) days prior to the Parade, Foundation shall submit a detailed staging layout map for approval by the Police Department, Fire Department, and Public Works Department.

2) All fire lanes and fire breaks 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 Parade, and at break down of the Parade.

**C. Site Inspection.**

1) No fewer than fifteen (15) days prior to the event, authorized representatives from City and Foundation shall walk the footprint of the Parade to ensure the footprint meets safety standards.

2) At 8:00 a.m. on the day of Parade, representatives from the Fire Department shall conduct a final inspection of Parade floats to ensure compliance with all Fire Code requirements.

**D. Sanitation.**

Unless otherwise stated herein, Foundation shall comply with all of the 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.

E. Communications and Contacts.

1) Foundation 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 Parade, and shall provide a list of contacts and phone numbers to City no fewer than thirty (30) days prior to commencement of the Parade.

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

F. Code of Conduct.

Foundation shall comply with and enforce the following guidelines related to its employees and volunteers, the general public, and all vendors within the Parade 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) for the purpose of personal motion are not permitted, unless approved by City.

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

G. Maintenance and Inspection of Records.

Foundation shall maintain all records relating to this Agreement and the production of the Parade for a minimum of three (3) years following the expiration or termination of 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 Foundation.

H. Equipment, Supplies, Costs.

1) Foundation agrees to pay for all actual costs incurred by City for production of the Parade including pre and post-planning of the event and staff time.

a. "Planning" is defined as the process of coordinating the production of the Parade between City and Foundation.

2) Foundation agrees to furnish all equipment and supplies and shall bear all other costs and expenses reasonably necessary to carry out the purpose of this Agreement except as otherwise provided herein.

3) Foundation agrees to reimburse City for all costs and expenses incurred by City in providing materials and services for the Parade, including public safety and miscellaneous personnel.

a. The number of public safety personnel assigned is at the discretion of the Police Department and Fire Department.

b. Materials and services may include costs incurred by City related to damage and cleanup of public and private property directly related to Parade activities within the Parade 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. Foundation will only be responsible for the actual costs incurred by City related to the Parade.

**5. Parade Planning Schedule and Responsibilities.**

The planning schedule and responsibilities of each party are described in Exhibit "B" attached hereto and incorporated herein.

**6. City Obligations.**

A. City agrees that Foundation shall have the sole and exclusive right to produce the Parade.

B. City agrees to prepare the Parade footprint to a mutually acceptable condition at the City's expense, prior to commencement of the Parade.

C. City agrees to assign a liaison from each of the following departments: Public Works, Police, Fire, and City Manager's Office or its designee. The City Manager's Office or its designee will act as a direct liaison with Foundation as it pertains to the production, planning, and follow up of the Parade.

D. City agrees that any vendors or merchants within the Parade footprint and not otherwise participating in the Parade through Foundation approval process will be required to apply for and obtain a Special Event Permit from City.

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 Parade. City will provide an itemized bill to Foundation accordingly.

F. City shall provide Foundation with a detailed break-down of the actual costs incurred by City for labor, material, and equipment related to the Parade by June 30 or within sixty (60) days of the close of the Parade, whichever is sooner.

**7. Insurance.**

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

B. Foundation shall maintain during the life of this Agreement 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 Foundation. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

C. Foundation shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Foundation. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

D. 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 Foundation under this Agreement.

E. Each policy of general liability and automotive 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 work performed by Foundation 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 and C, above, shall apply to City as an additional insured.

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

G. Before Foundation performs any work or prepares or delivers any materials, Foundation 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.

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

I. Foundation 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 Foundation for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Foundation.

J. Foundation agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Foundation shall look solely to its insurance for recovery. Foundation hereby grants to City, on behalf of any insurer providing insurance to either Foundation or City with respect to the services of Foundation 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.

K. Foundation shall include all Foundation subcontractors, if any, and Parade vendors as additional insureds under its policies or shall require that said subcontractors and Foundation vendors maintain their own insurance consistent with the requirements stated herein.

## **8. Indemnity.**

A. To the fullest extent permitted by law, Foundation 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 Foundation's employees or subcontractor's employees arising out of Foundation'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 Foundation, or person, firm or corporation employed by Foundation, 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. Foundation, at Foundation'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 indemnitees 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 Foundation and its successors.

## 9. Standard Provisions.

A. Licenses. Foundation 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 Foundation 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, Foundation shall be an independent contractor and not an employee of City. City shall have the right to control Foundation only insofar as the result of Foundation's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Foundation accomplishes services rendered pursuant to this Agreement. Foundation shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Foundation 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. Foundation acknowledges that Foundation and any subcontractors, agents or employees employed by Foundation 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. Foundation Not Agent. Except as City may specify in writing, Foundation shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Foundation 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 Foundation 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 Foundation of any part of this Agreement or of funds to be received under 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 his/her designee.

F. Equal Employment Opportunity. During the performance of this Agreement, Foundation agrees as follows:

1) Foundation shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Foundation shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex,

national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Foundation agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

2) Foundation shall, in all solicitations and advertisements for employees placed by, or on behalf of Foundation, 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) Foundation 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. Foundation 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 Foundation knows or has reason to know that Foundation, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Foundation further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

H. Compliance with all Laws/Immigration Laws.

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

2) Foundation shall comply with all applicable Fire Department guidelines in effect January 1<sup>st</sup> of any given year during which the Parade is produced. Additional requirements may be added by the Fire Department as necessary, and at the Fire Department's discretion.

3) Foundation represents and warrants that Foundation:

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

5) Foundation 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 Foundation. Once such request has been made, Foundation may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

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

7) If Foundation 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) Foundation 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 Foundation 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. 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.

## **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.

“CITY”

City of Orange  
300 E. Chapman Avenue  
Orange, CA 92866  
Attn: City Manager  
cminfo@cityoforange.org

“Foundation”

The Orange Chamber of Commerce Foundation  
34 Plaza Square  
Orange, CA 92866  
Attn: Elizabeth Holloman  
eholloman358@gmail.com

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

THE ORANGE CHAMBER OF COMMERCE  
FOUNDATION

CITY OF ORANGE, a municipal corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Daniel R. Slater, Mayor

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nathalie Adourian  
Senior Assistant City Attorney

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"CITY"

City of Orange  
300 E. Chapman Avenue  
Orange, CA 92866  
Attn: City Manager  
cminfo@cityoforange.org

"Foundation"

The Orange Chamber of Commerce Foundation  
34 Plaza Square  
Orange, CA 92866  
Attn: Elizabeth Holloman  
eholloman358@gmail.com

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

THE ORANGE CHAMBER OF COMMERCE  
FOUNDATION

CITY OF ORANGE, a municipal corporation

By: 

Printed Name: Angelina Cortale-Wigdlat  
Title: OCCF Chair

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

Daniel R. Slater, Mayor

By: 

Printed Name: Elizabeth Holloman  
Title: Orange May Parade Chair

ATTEST:

\_\_\_\_\_  
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nathalie Adourian  
Senior Assistant City Attorney

**EXHIBIT “A”**

**FOOTPRINT OF THE ORANGE MAY PARADE**

[Behind this sheet.]

# Orange May Parade Staging / Parade Route



Maple Ave

N Cambridge St

S Cambridge St

N. Pine St.

S. Pine St.

MARCHERS / ENTERTAINMENT UNITS

EQUESTRIANS

N. Harwood St.

S. Harwood St.

MARCHERS / ENTERTAINMENT UNITS

MARCHERS / ENTERTAINMENT UNITS

N. Cleveland St.

MARCHERS / ENTERTAINMENT UNITS

N. Shaffer St.

GUESTS / INDIVIDUAL VEHICLES

S. Shaffer St.

BANDS

Start

Floats and Large Vehicles

Chapman Avenue

E Moreland Dr

St. John's

Walker Hall

E Washington Ave

E Washington Ave

S O

N Center St

Band Bus Parking

City Hall

Band Bus Parking Overflow

S Center St

S Grand St

S Orange St

Glassell St

S Olive St

W Almond Ave

Participant Drop-off

Staging Areas

Parade Route

Staging Entrances

Disbanding

Announcers



## **EXHIBIT “B”**

### **ORANGE MAY PARADE PLANNING SCHEDULE AND RESPONSIBILITIES**

The following is a guideline for the preparation, assignments, duties and responsibilities of Foundation, Orange Public Works Department (“OPW”), and other City departments in support of the Parade.

#### **On-going**

- Foundation fields calls from merchants and residents prior to the Parade.

#### **Pre Event (60 days)**

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

#### **Pre Event (45 days)**

- Foundation submits draft merchant letter to City for review.

#### **Pre Event (30 days)**

- Foundation distributes information letter to Plaza merchants and residents.
- Foundation provides a list of Foundation contacts and phone numbers to City.
- Foundation rents portable restrooms and advises City of locations.
- Foundation orders two cases of trash liners and delivers to Corp Yard.
- Foundation presents and conducts a meeting with Parade participants to provide city staff an opportunity to explain City standards and requirements.
- OPW orders disposable trash boxes
- OPW rents necessary equipment and materials for street closures
- OPW notifies OCTA of the parade footprint to re-route buses.

#### **Pre Event (15 days)**

- Authorized representatives from City and Foundation shall walk the footprint of the Parade 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**

- By 7:00 a.m., OPW drops off trash liners and boxes.
- By 8:00 a.m., Foundation assembles and distributes trash boxes with liners throughout Parade footprint.
- Between 9:00 a.m. – 9:30 a.m., representatives from Orange Fire Department conduct a final inspection of Parade floats to ensure compliance with all Fire Code requirements.
- By 9:00 a.m., Foundation sets up seating, tents, audio equipment, and any other equipment or materials related to the Parade not provided by City.
- OPW places traffic signals on flash.
- OPW provides and places barricades and coordinates with Police for the removal of vehicles from the closure area and other posted parking within the footprint of the Parade.
- OPW staff periodically monitors right-of-way areas within Parade footprint for cleanliness and safety items.
- OPW notifies Foundation of any area out of compliance.
- OPW monitors trash boxes throughout the Parade footprint.
- OPW remains on-site to assist critical intersections.
- Foundation inspects Parade footprint and reports areas in need of OPW assistance.
- Foundation provides directional signs to portable restrooms throughout the Parade footprint.

### **Post Event**

- Foundation coordinates removal of portable toilets and related directional signage.
- Foundation removes seating, tents, audio equipment, and any other equipment or materials set up by Foundation and not by City.
- OPW sweeps entire Parade footprint.
- OPW removes barricades and signage.
- OPW turns on and synchronizes traffic signals.
- OPW removes and disposes all trash boxes.
- OPW removes and stores all equipment and materials at Corp Yard.

Upon mutual agreement, Foundation and OPW will add or modify services as needed to ensure a safe closure, the public right-of-way is kept clean, and safe operation of the Parade.