

AGREEMENT FOR SERVICES

This Agreement is made and entered into this 10th day of July, 2024, by and between **THE CITY OF LA HABRA**, (hereinafter referred to as the “**CITY**”), and the **LA HABRA HOST LIONS FOUNDATION**, (hereinafter referred to as the “**LIONS**”).

RECITALS

WHEREAS, **LIONS** will provide certain community services for the Corn Festival to be presented by the **LIONS**; and,

WHEREAS, the **LIONS** represent that it is qualified and experienced to coordinate, organize and provide such services; and

WHEREAS, **CITY** will assist **LIONS** in putting on such event by providing certain services for a fee, such as traffic management, police supervision and permits/inspections for the conduct of such event.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, **CITY** and **LIONS** hereby agree as follows:

ARTICLE I **SCOPE OF SERVICES; TERM**

1.1 General Scope of Services.

The City will provide support services to assist the **LIONS** in presenting the Corn Festival from October 11 - 13, 2024. Set up for event will begin on October 9, 2024. The list of **CITY** and **LIONS** responsibilities is included as Exhibit A, Scope of Work.

1.2 Term.

The term of this Agreement shall begin on the date of its execution and continue until completion of the event; or, until such time as it is terminated pursuant to the provisions in Article V of this Agreement.

ARTICLE II COMPENSATION

2.1 Compensation.

LIONS shall compensate the **CITY** for all City Services rendered under this Agreement at the rates set forth in Exhibit A, Compensation. Total reimbursement shall not exceed thirty percent of **\$89,826.10**. If additional services are provided or required by the **CITY**, as may be permitted by this Agreement, such services shall be at the agreed upon rates as specified in Exhibit A.

2.2 Payment of Compensation.

LIONS shall remit to **CITY** payment of **\$6,736.96 (25%) by August 30, 2024**. The remaining balance, including payment for any additional services, shall be paid to the **CITY** by November 30, 2024. A one percent (1%) late fee, based on the total fees, will be applied if payments are not made by the scheduled dates. **CITY** may deduct actual costs from such advance payments, as provided in this Agreement, should the event be postponed or cancelled for any reason.

ARTICLE III INSURANCE

3.1 Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, insurance as set forth in Exhibit "B", attached hereto and incorporated herein by this reference.

Neither the City nor any of its officers, officials, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

3.2. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

3.3. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages, as well as providing the City with the

required endorsements, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

3.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

ARTICLE IV **GENERAL PROVISIONS**

4.1 Notices.

All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail postage prepaid, return receipt requested to the following addresses indicated below:

IF TO CITY: DIRECTOR OF COMMUNITY SERVICES
 CITY OF LA HABRA
 101 W. LA HABRA BLVD.
 La Habra, CA 90631

TO LIONS: FOUNDATION CHAIR
 LA HABRA HOST LIONS FOUNDATION
 P.O. BOX 248
 La Habra, CA 90631

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

4.2 Entire Agreement.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreement whether verbal or written, concerning the same subject matter. This Agreement may be modified only by a writing signed by both parties.

4.3 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties. This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

4.4 Subcontracts.

LIONS shall not subcontract any portion of the work related to the overall management and coordination of the event without prior written approval of the **CITY**. All approved subcontracts, if any, shall be accomplished by a written instrument. Such instrument shall contain an expressed assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement.

4.5 Equal Opportunity Employment.

LIONS represent that it is an equal opportunity employer and shall not discriminate either directly or indirectly against an employee or applicant for employment with **LIONS** on the basis of race, color, religion, national origin, ancestry, sexual preference, sex or age. **LIONS** shall also take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, national origin, ancestry, sexual preference, sex, age, or other prohibited grounds.

4.6 Attorney's Fees.

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorney's fees and costs of suits.

4.7 Governing Law.

This Agreement shall be governed by and construed with the laws of the State of California. Any Action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Orange.

4.8 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

4.9 Right to Employ Other Consultants.

CITY reserves the right to employ other consultants in connection with this Project.

4.10 Covenant Against Contingent Fees.

LIONS warrants that he/she/it has not employed or retained any company or person, other than a bona fide employee working with **LIONS**, to solicit or secure this Agreement, and that he/she/it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **CITY** shall have the right to annul this Agreement without liability or, in its discretion to deduct from **LIONS'S** compensation provided under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

4.11 Conflict of Interest.

LIONS covenants that he/she/it and its members presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. **LIONS** further covenants that in the performance of this Agreement, no person or any of its members having any such conflict of interest shall be employed by **LIONS**.

4.12 Statement of Economic Interest

Intentionally omitted from this agreement.

4.13 No Waiver of Breach; Time.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

4.14 Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

4.15 Taxes.

LIONS agree to file tax returns and pay all applicable taxes relating to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. **LIONS** agree to indemnify and hold **CITY** harmless from any liability which it may incur to the United States or to the State of California as a consequence of **LIONS'S** failure to pay, when due, all such taxes and obligations.

4.16 Compliance With Law.

LIONS shall comply with applicable federal, state and local laws, rules and regulations affecting the **LIONS** and his/her/its work hereunder.

4.17 Title to Documents.

Intentionally omitted from this agreement.

4.18 Validity.

The validity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

4.19 Headings.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

4.20 Counterparts.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

4.21 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provision of this Agreement.

4.22 Confidentiality.

Intentionally omitted from this agreement.

4.23 Responsibility for Errors.

Intentionally omitted from this agreement.

4.24 Independent Contractor.

The parties hereto acknowledge and agree that the relationship between **CITY** and **LIONS** is one of principal and independent contractor and no other. Nothing contained in this Agreement shall create or be construed as creating a partnership, a joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that **LIONS** is not a partner with **CITY**, whether general or limited, and no activities of **CITY** or **LIONS** or statements made by **CITY** or **LIONS** shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

NOTE: In the event the **LIONS'S** personal services are required, the following shall apply:

This Agreement is made on the express condition and understanding that the Lions Club personal services are a substantial inducement to **CITY** for entering into this Agreement. If for any reason Roy Ramsland should no longer be the responsible manager for **LIONS**, this Agreement shall be subject to immediate termination on written notice from **CITY**.

ARTICLE V **TERMINATION**

5.1 Notice of Termination.

CITY may terminate the whole or any part of this Agreement at any time and without cause by giving seven (7) days written notice to **LIONS** of such termination, and specifying the effective date thereof. **LIONS** shall discontinue all services affected by such termination within seven (7) days of receipt of such notice, unless otherwise instructed by **CITY** in writing. **LIONS** shall not terminate this Agreement except for cause.

5.2 Termination Without Cause.

If **CITY** terminates this Agreement without cause, **LIONS** may receive at least a partial refund for any payments to **CITY** for services that were not provided.

5.3 Termination for Cause.

Should **LIONS** default in the performance of any covenant, condition, or agreement contained in this Agreement and the default is not cured within ten (10) days after written notice of the default is served on **LIONS** by **CITY** then **CITY**, in addition to any other remedies at law or equity, may terminate this Agreement. The **CITY** may also cancel the event in its entirety. The **CITY** may require payment for any services provided up to the date of termination.

5.4 Indemnification and Hold Harmless.

These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. CITY approval of the Insurance contracts required by this Agreement does not in any way relieve the LIONS from liability under this section.

Notwithstanding the existence of insurance coverage required of **LIONS** pursuant to this Agreement, **LIONS** shall save, keep defend, indemnify, hold free and harmless **CITY**, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless **CITY**, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of **LIONS**, its employees and/or authorized sub-contractors, whether intentional or negligent, in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

CITY OF LA HABRA

Jim Sadro, City Manager

Date

LA HABRA HOST LIONS CLUB

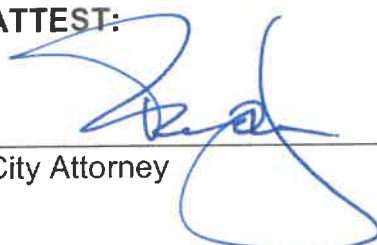


Roy Ramsland, President



Date

ATTEST:



City Attorney



Date

APPROVED AS TO INSURANCE



Risk Management



Date

ATTEST:

Rhonda J. Barone, CMC
City Clerk
City of La Habra

Date: _____