

A G R E E M E N T
2018 TOURNAMENT OF ROSES FLOAT
Contract No. C2M17-31

THIS AGREEMENT is made and entered into the 12th day of June, 2017, by and between the CITY OF ALHAMBRA, a Municipal Corporation, hereinafter called CITY, and the ALHAMBRA CHAMBER OF COMMERCE, a California not-for-profit corporation (IRS Code Section 501C6), hereinafter called CHAMBER.

R E C I T A L S :

Each year the CITY contracts with the CHAMBER to provide services required to contract with a firm to construct, decorate and enter a float in the Tournament of Roses Parade, which is televised worldwide, for the purpose of gaining recognition for Alhambra in order to promote a positive image. CITY and CHAMBER now desire to enter into an agreement whereby such arrangement is continued for the January 1st, 2018 Tournament of Roses Parade.

NOW, THEREFORE, for and in consideration of the promises and of the mutual covenants and agreements herein contained, said parties hereby agree as follows:

1. CHAMBER, as part of the promotional activities which it conducts on the CITY's behalf, hereby agrees to, and shall, oversee the design, construction, and decoration of the City of Alhambra's 2018 Rose Parade Float, hereinafter call FLOAT, and to enter same in the Pasadena Tournament of Roses Parade.
2. CITY hereby agrees to pay to the CHAMBER the sum of not to exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) on account of the cost of the construction of said FLOAT. Said \$100,000.00 shall be advanced to CHAMBER in increments as invoiced by the CHAMBER.
3. The expenditures herein contemplated are intended to be and shall be only for such uses and purposes as may come within the definition of a public purpose; that is, for such purposes as may directly or indirectly benefit the entire community rather than individuals or corporations.
4. CHAMBER shall act as an independent contractor in the performance of the services provided for in this Agreement and shall furnish such services in CHAMBER'S own manner and method and in no respect shall CHAMBER be considered an agent or employee of the CITY.
5. This Agreement is not assignable either in whole or in part by CHAMBER without the written consent of CITY.

6. CHAMBER hereby agrees to and shall hold CITY, its elective and appointive boards, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CHAMBER's negligent acts, errors or omissions under this Agreement. CHAMBER agrees to, and shall defend CITY and its elective and appointive boards, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid negligent acts, errors or omission; provided
 - (a) That CITY does not, and shall not, waive any rights against CHAMBER which it may have by reason of the aforesaid hold-harmless agreement because of the acceptance by CITY or the deposit with CITY by CHAMBER, of any of the insurance policies hereinafter described in this Agreement.
 - (b) That the aforesaid hold-harmless agreement by CHAMBER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CHAMBER, or any subcontractor of CHAMBER, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
7. Waiver by any party hereto of any term, condition, or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.
8. If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees, in addition to any other relief to which it may be entitled.
9. The provisions of this Agreement are cumulative and in addition to any not in limitation of any rights or remedies available to CITY and CHAMBER.
10. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions it would be inappropriate to deem any party to be the drafter of this Agreement; and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this Agreement.
11. Each party to this Agreement warrants to each other party as follows:
 - (a) That each party either had the assistance of counsel or had counsel available to it, in the negotiation for, and execution of, this Agreement, and all related documents; and,
 - (b) That each party has lawfully authorized the execution of this Agreement.

12. This Agreement shall not be modified except by written agreement of the parties.
13. This Agreement shall be interpreted and construed according to the laws of the State of California.
14. CHAMBER shall not commence work under this contract until CHAMBER shall have obtained all insurance required by this Agreement and such insurance shall have been approved by CITY as to form, amount and carrier, nor shall CHAMBER allow any subcontractor of CHAMBER to commence work on any subcontract until all similar insurance required of the subcontractor of CHAMBER shall have been so obtained and approved.
 - (a) COMPENSATION INSURANCE - CHAMBER shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CHAMBER's employees employed at the site of improvement; and, if any work is sublet, CHAMBER shall require the subcontractor of CHAMBER similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CHAMBER. If any class of employees engaged in work under this contract at the site of the PROJECT is not protected under any Workers' Compensation law, CHAMBER shall provide and shall cause each subcontractor of CHAMBER to provide adequate insurance for the protection of employees not otherwise protected. CHAMBER shall indemnify CITY for any damage resulting to it from failure of either CHAMBER or any subcontractor of CHAMBER to take out or maintain such insurance.
 - (b) COMPREHENSIVE GENERAL LIABILITY, PROFESSIONAL LIABILITY, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CHAMBER shall take out and maintain during the life of this contract such comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance as shall protect CITY, its elective and appointive boards, officers, agents and employees, CHAMBER, and any subcontractor of CHAMBER performing work covered by this contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CHAMBER's or any subcontractor of CHAMBER's operations under this contract, whether such operations be by CHAMBER or by any subcontractor of CHAMBER, or by anyone directly or indirectly employed by either CHAMBER or any subcontractor of CHAMBER, and the amounts of such insurance shall be as follows:
 - (1) Public Liability Insurance in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000);

- (2) Comprehensive Automobile Liability Insurance in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000);
- (3) Contractual General Liability Insurance in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000).

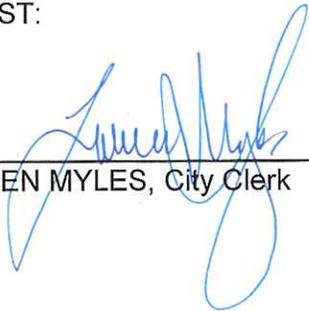
A combined single limit policy with aggregate limits in an amount of not less than TEN MILLION DOLLARS (\$10,000,000) shall be considered equivalent to the said required minimum limits set forth hereinabove.

- (c) PROOF OF INSURANCE. The CITY of Alhambra and the Alhambra Redevelopment AGENCY shall be named as "additional insureds" on all policies required hereunder, and CHAMBER shall furnish the CITY Clerk, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give CITY at least thirty (30) days' prior notice of the cancellation of any policy during the effective period of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the 12th day of June, 2017, by their respective officers duly authorized in that behalf.

CITY OF ALHAMBRA, a Municipal Corporation

ATTEST:



LAUREN MYLES, City Clerk

By 

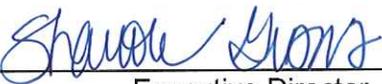
DAVID MEJIA, Mayor

CITY

ALHAMBRA CHAMBER OF COMMERCE,
a California not-for-profit corporation located
in the City of Alhambra

By 

President

By 

Executive Director

CHAMBER

APPROVED AS TO FORM:



JOSEPH M. MONTES, Alhambra City Attorney