

## CITY OF GARDEN GROVE OFFICE OF THE CITY CLERK

Safeguard all official records of the City. Conduct municipal elections and oversee legislative administration. Provide reliable, accurate, and timely information to the City Council, staff, and the general public.

Steven R. Jones

Mayor

Kris Beard

Mayor Pro Tem - District 1

John R. O'Neill

Council Member - District 2

Thu-Ha Nguyen

Council Member - District 3

Patrick Phat Bui

Council Member - District 4

Stephanie Klopfenstein Council Member - District 5

Kim Bernice Nguyen Council Member - District 6

February 9, 2018

Vietnam America Television, Inc. DBA VNA-TV 57.3 13871 Newhope Street Garden Grove, CA 92843

Attention: Linh Pham

Enclosed is a copy of the Revocable License Agreement by and between the City of Garden Grove and Vietnam America Television, Inc. DBA VNA-TV 57.3, for the use of the parking lot owned by the City located at the Municipal Service Center, 13802 Newhope Street, solely for purposes of temporary parking associated with Licensee's fund raising event to take place on February 11, 2018.

Sincerely,

Teresa Pomeroy City Clerk

By:

Deputy City Clerk

Enclosure

c: Finance Department

Finance Department/Purchasing

Public Works Department

#### REVOCABLE LICENSE AGREEMENT

- 1. Parties and Date. This Revocable License Agreement is made as of Jebruary 9, 2018 ("License Agreement"), by and between CITY OF GARDEN GROVE, a municipal corporation ("Licensor"), and VIETNAM AMERICA TELEVISION, INC., a California Corporation, d.b.a. VNA-TV 57.3 (the "Licensee").
- 2. <u>Premises.</u> Licensor's Municipal Service Center parking lot located at 13802 Newhope Street, in the City of Garden Grove, California ("Premises").
- 3. <u>Permit to Enter Premises.</u> Licensor grants to Licensee a nonexclusive revocable license to enter the Premises for the sole purpose set forth in Paragraph 6 hereof and for no other purpose, subject to Licensee's compliance with all of the terms of this License Agreement. Licensee shall not permit any other person, except Licensee's employees, agents and customers, to enter or use the Premises without Licensor's prior written consent.
- 4. <u>Consideration.</u> As consideration for the license granted in this License Agreement, Licensee shall pay to Licensor, on or before the dates specified below, the amounts set forth opposite each date:

Date: February 11, 2018

Amount: \$1

- 5. <u>Term.</u> This License Agreement is for a term commencing, February 11, 2018 and terminating February 11, 2018 and is pursuant to the provisions set forth in Paragraph 14 hereof ("Term").
- 6. <u>Use.</u> The Premises shall be used by Licensee solely for the purposes of temporary parking associated with Licensee's fund raising event. The Licensee shall not store chemicals or hazardous materials, or otherwise engage in any activity at the Premises in violation of any federal, state, and local laws.
- 7. <u>Condition of Premises.</u> Licensee accepts the Premises in an "as is" condition. Licensor expressly disclaims any warranty or representation with regard to the condition, safety, security or suitability for Licensee's intended use of the Premises or the premises.
- 8. Regulations. Licensee shall obtain, at its sole cost and expense, all governmental permits and authorizations of whatever nature required by any governmental agencies having jurisdiction over Licensee's use of the Premises. Licensee, at its sole cost, will comply with all applicable governmental laws and regulations; including but not limited to the Garden Grove Municipal Code. Licensee will also comply with any and all reasonable rules and regulations promulgated by Licensor.
- 9. <u>Maintenance and Condition of Premises.</u> Licensee shall maintain the Premises in a neat, clean, orderly and safe condition and shall be responsible for any damage done in or to the Premises caused by Licensee or its employees, agents or customers. Upon

termination of this License Agreement, Licensee shall peaceably surrender and quit the Premises in good order, condition and repair, reasonable wear and tear excepted only and, at its expense, shall remove all of its personal property and repair any damage to the Premises.

- 10. <u>Improvements.</u> No structure, sign or other improvement of any kind shall be constructed on the Premises by Licensee, its employees, agents or contractors without the prior written approval of Licensor in each case. Licensee shall submit plans and specifications to Licensor for approval in each instance. Approval may be withheld, at Licensor's sole discretion. No changes, modifications or alterations from approved plans and specifications may be made without Licensor's prior written approval. No approval by Licensor of any plans or specifications shall constitute (i) approval of architectural or engineering sufficiency or representation, or (ii) warranty by Licensor as to the adequacy or sufficiency of the plans and specifications or the improvements contemplated for Licensee's use or purpose. Licensor, by approving the plans and specifications, assumes no responsibility or liability for any defect in any improvements constructed on the basis of the plans and specifications.
- 11. Liens. Licensee shall not permit to be placed against the Premises, or any part of the Premises, any mechanics', materialmen's, contractors' or subcontractors' liens. Licensee shall indemnify, defend and hold Licensor harmless from all liability for any and all liens, claims and demands, together with the costs of defense and reasonable attorneys' fees related to same. Notwithstanding anything to the contrary set forth above, if Licensee in good faith desires to contest the validity of any lien, then Licensee shall procure, record and furnish to Licensor a surety bond or other security satisfactory to Licensor in an amount equal to at least one and one-half (11/2) times the amount of the contested lien, claim or demand, which bond or other security shall discharge the lien of record and hold the Premises free from the effect of the lien or claim. Licensor reserves the right, at any time and from time to time, to post and maintain on the Premises, any portion thereof or on the improvements on the Premises any notices of non-responsibility or other notice as may be desirable to protect Licensor against liability. In addition to and not in limitation of Licensor's other rights and remedies under this License Agreement, should Licensee fail, within ten (10) days of a written request from Licensor, either to discharge any lien or claim related to Licensee's use of the Premises or to bond for any lien or claim as provided above, or to indemnify, hold harmless and defend Licensor from and against any loss, damage, injury, liability or claim arising out of Licensee's use of the Premises as provided above, then Licensor, at its option, may elect to pay any lien, claim, loss, demand, injury, liability or damages, or settle or discharge any action or satisfy any judgment and all costs, expenses and attorneys' fees incurred in doing so shall be paid to Licensor by Licensee upon written demand, together with interest thereon at the rate of ten percent (10%) per annum from the date incurred or paid through and including the date of payment.
- 12. <u>Indemnity.</u> Licensee shall indemnify, defend and hold Licensor harmless from any loss, damage, injury, accident, casualty, liability claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or

property arising from or related to any act or omission of Licensee, its employees, agents or contractors. Licensor shall not be responsible for any loss or theft of any property on the Premises. Licensee waives all claims or demands against Licensor for any loss, damage, or injury to Licensee or Licensee's property and agrees to so indemnify and hold Licensor harmless.

- 13. <u>Insurance.</u> Prior to entering the Premises and at all times during the Term, Licensee, at its sole expense, shall maintain a policy or policies of insurance with a reputable insurance company acceptable to Licensor, meeting the requirements set forth in Exhibit A attached hereto and incorporated herein by reference. Licensee shall, prior to entering into possession of the Premises, deliver to Licensor certificates of insurance evidencing same.
- 14. <u>Termination and Remedies.</u> This Revocable Licensee may be terminated with or without cause by the Licensor following five (5) days written notice to Licensee. Licensor incurs no liability whatsoever for termination of this License Agreement at any time. If Licensee is in breach of any of its obligations under this License Agreement and fails to cure such breach within forty-eight (48) hours of receipt of written notice from Licensor specifying the nature of the breach (or commence to cure and diligently pursue such cure to completion if such cure takes over forty-eight (48) hours), Licensor shall have the right to terminate this License Agreement by written notice to Licensee.

In the event of termination due to a breach by Licensee of any provision of this License Agreement, Licensor may re-enter and take possession of the Premises and remove all persons and things. Licensor may also seek all other remedies available at law or in equity including, but not limited to, a suit for damages or an action for specific performance or injunction. All remedies provided in this License Agreement or by law or in equity shall be cumulative and nonexclusive.

- 15. <u>Inspection.</u> Licensor and its representatives, employees, agents or independent contractors may enter and inspect the Premises or any portion of the Premises or any improvements on the Premises at any time and from time to time.
- 16. <u>Non-assignment.</u> Licensee may not assign, sublet or otherwise transfer its interest under this License Agreement. Any attempted assignment, sublet or transfer made in violation of this provision shall be null and void.
- 17. <u>Costs of Enforcement.</u> If it is necessary for either party to employ an attorney to commence an action to enforce any of the provisions of this License Agreement, the nonprevailing party agrees to pay all costs of such action including, but not limited to, court costs and reasonable attorneys' fees.
- 18. <u>Notices.</u> All notices, consents, submissions for approvals, approvals, requests, demands and other communications provided for in this License Agreement shall be in writing and shall be deemed to have been duly given and received if and when

personally served or forty-eight (48) hours after being deposited in the United States mail, registered, return receipt requested, postage prepaid, addressed to the intended party at:

#### LICENSOR

City of Garden Grove Attn.: Bill Murray 13802 Newhope Street Garden Grove, CA 92843

#### LICENSEE:

Vietnam America Television, Inc. d.b.a. VNA-TV 57.3 13871 Newhope Street Garden Grove, CA 92843 Attention:

- 19. Miscellaneous. This License Agreement constitutes the entire agreement between the Licensor and Licensee pertaining to the subject matter of this License Agreement and supersedes all prior and contemporaneous agreements, representations, and understandings of Licensor and Licensee, oral or written. No supplement. modification or amendment of this License Agreement shall be binding unless in writing and executed by Licensee and Licensor. No waiver of any provision of this License Agreement shall constitute a continuing waiver or waiver of any other provision. This License Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The headings of this License Agreement are for purposes of reference only and shall not limit or define the meaning of any provision. This License Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Neither this License Agreement nor a short form memorandum of this License Agreement shall be filed or recorded in any public office.
- 20. <u>Execution.</u> Licensor and Licensee have executed this instrument as of the date first above written.
- 21. <u>Authority to Sign.</u> Each of the undersigned represents and warrants that he/she is authorized by the entity for which he/she is signing to sign this Revocable License Agreement on behalf of such entity and that by signing below, the entity for which he/she is signing is bound by this Revocable License Agreement.

(SIGNATURES ON THE FOLLOWING PAGE)

#### **LICENSOR**

### CITY OF GARDEN GROVE, a

municipal corporation

By: At Manager

ATTEST:

By: Our Pomeroz

**LICENSEE** 

APPROVED AS TO FORM

VIETNAM AMERICA
TELEVISION, INC., a California Corporation, d.b.a.
VNA-TV 57.3

By: ngly n

Its: vice president

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

Its:

# EXHIBIT A INSURANCE REQUIREMENTS

- 1. <u>Workers' Compensation Insurance.</u> During the duration of this License Agreement, Licensee shall maintain Workers' Compensation Insurance in the amount and type required by law.
- 2. <u>Insurance Amounts.</u> Licensee maintain the following other insurance coverage for the duration of this License Agreement. Commercial general liability, including contractual liability coverage, in the amount not less than \$1,000,000.00 per occurrence for bodily injury or property damage. (Claims made and modified occurrence policies are <u>not</u> acceptable). Automobile liability, including mobile equipment if applicable, coverage in the amount no less than \$1,000,000 combined single limit.
- 3. Other Insurance Provisions. Insurance shall be in full force and effect the first day of the term of this License and shall continue in force for the entire term of the License. Each insurance policy required by this License shall contain the following provisions:

Endorsement on policies that Licensee's coverage may not be canceled, limited in scope of coverage, or non-renewed until after thirty (30) days written notice has been given to City.

Additional Insured Endorsements to Licensee's insurance policies will be issued to name the City of Garden Grove, its officers, official's, employees, agents, and volunteers as additional insureds in a form acceptable to the City.

All endorsements must contain the respective policy number and the insured's name. Also, in the description of operations section on the Certificate of Insurance, form numbers and endorsement names must also appear. The City does not accept additional insured wording on the Certificate—endorsements must be attached to the Certificate of Insurance.

Licensee shall provide proof of insurance in the form of Certificates of Insurance and endorsement forms, as approved by the City. Insurance companies must be acceptable to City and have a Best's Guide Rating of A-, Class VII or better, as approved by the City.

For any claims related to this License, Licensee's insurance coverage shall be primary insurance as respects the City, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers shall be excess of the Licensee's insurance and shall not contribute with it

4. <u>Evidence of Coverage.</u> Proof of required insurance, including copies of proper endorsements for coverage provisions shall be provided by Licensee to City prior to the commencement of the term of this License.

|   |   |                  |                 |                |                 | ITIFICATE OF LIABILITY INSURANCE   |          |   |  |                              |                                |   | 69/22/2017        |                               |  |
|---|---|------------------|-----------------|----------------|-----------------|--|----------|---|--|------------------------------|--------------------------------|---|-------------------|-------------------------------|--|
|   | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO MORTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR MESATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTINANT BETWEEN THE ISSUING INSURERYON, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. |                  |                 |                |                 |  |          |   |  |                              |                                |   |                   |                               |  |
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| POLICY INCLUDES PRIMARY/NON-CONTRIBUTORY WORDING PER THE ATTACHED ENDORSEMENT OR DO 57 0405 |   |                  |                 |                |                 |  |          |   |  |                              |                                |   |                   |                               |  |
| POLICY INCLUDES ON-GOING OPERATIONS PER THE ATACHED ENDORMENT                               |   |                  |                 |                |                 |  |          |   |  |                              |                                |   |                   |                               |  |
| THE CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR      |   |                  |                 |                |                 |  |          |   |  |                              |                                |   |                   |                               |  |
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| CH  | CERTIFICATE HOLDER CANCELLATION   |                  |                 |                |                 |  |          |   |  |                              |                                |   |                   |                               |  |
| CITY OF GARDEN GROVE<br>ATTN: RISK MANAGEMENT   |   |                  |                 |                |                 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES IN CAMORLLED SEFORE THE EXPERATION DATE TREMENT, NOTICE WILL BE DELAYERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |          |   |  |                              |                                |   |                   |                               |  |

\* per Fahma @ Brumfield + Peders Ins. endorsement.

attached is only endorsement on poucy.

The ACORD name and logo are reg

11222 ACACIA PKWY GARDEN GROVE, CA 82840

ACORD 25 (2014/01)

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### PROVISIONS:

- WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.
- 2. With respect to the insurance afforded to Additional insureds the following conditions apply:
  - a. Limits of insurance The following limits of liability apply:
    - The limits which you agreed to provide; or
    - 2. The limits shown on the declarations, whichever is less.
  - b. This insurance is excess over any valid and collectible insurance unless you have agreed

in a written contract for this insurance to apply on a primary or contributory basis.

- 3. This insurance does not apply:
  - a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
  - to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
    - The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
    - 2. Supervisory, inspection or engineering services.

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Page 1 of 1

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## OTHER INSURANCE - ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **PROVISIONS**

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (Other insurance), is amended as follows:

1. The following is added to Paragraph a. Primary insurance:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

 The "bodily injury" or "property damage" for which coverage is sought occurs; and  The "personal Injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

- The first Subparagraph (2) of Paragraph b. Excess insurance regarding any other primary insurance available to you is deleted.
- The following is added to Paragraph b. Excess insurance, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

And suppressed as to insurance language and suppressed and suppres

Reclarated as to insurance language

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Page 1 of 1

Neight In Jay

2-8-18

Heistern Day

#### ATTACHMENT " '

## REQUEST FOR EXEMPTION FROM PROVIDING AUTOMOBILE LIABILITY COVERAGE

Contractor/Consultant by the signature of its authorized representative hereunder represents that all work performed under this contract does not require the Contractor/Consultant, its employees, representatives, or agents, to drive to and from the City of Garden Grove or engage in any driving related to the contractual obligations. However, if, at any time during the performance of the Work contemplated by the Contract Documents, or arising out of the services provided, the Contractor/Consultant, its employees, representatives, or agents should need to drive to and from the City of Garden Grove or engage in any driving to meet the contractual obligations, the Contractor will be responsible for notifying and providing the City/Agency/Sanitary District with evidence satisfactory to the City/Agency/Sanitary District that it has secured automobile liability coverage satisfactory to the City/Agency/Sanitary District, prior to any such Consultant/Contractor, employee, representative or agent, performing any work under the Contract Documents.

| I declare under penalty of perjury under the laws of the State of California that the foregoing is true, complete, accurate and correct. I also certify that I am authorized to sign this form on behalf of and bind Company Name  SIGNATURE OF AUTHORIZED PERSON: |  |  |  |  |  |
|--|--|--|--|--|--|
| PRINTED NAME OF AUTHORIZED PERSON: Linh Phan   |  |  |  |  |  |
| TITLE OR POSITION OF AUTHORIZED PERSON: General Manager  |  |  |  |  |  |
| COMPANY NAME: Listnam America TV   |  |  |  |  |  |
| DATE: 2 8 18   |  |  |  |  |  |
| NOTE: This form shall serve as a request for exemption from providing proof of Automobile Liability Insurance, unless the approval signature from the City of Garden Grove Risk Management Division is present below.  |  |  |  |  |  |
| DO NOT FILL OUT THE BOTTOM PORTION OF THIS REQUEST City/Agency/Sanitary District Use Only  |  |  |  |  |  |
| ☐ Denied /   |  |  |  |  |  |
| Approved   |  |  |  |  |  |
| RISK MANAGEMENT DIVISION SIGNATURE: MICH MANAGEMENT DIVISION SIGNATURE:  |  |  |  |  |  |
| DATE: <u>2-9-18</u>  |  |  |  |  |  |

Revision B: 10/19/2009

#### ATTACHMENT "\_\_\_\_"

#### WORKERS' COMPENSATION CERTIFICATE FOR SOLE PROPRIETORS

Contractor by the signature of its authorized representative hereunder represents that it is a sole proprietorship and is not legally required to carry workers' compensation or employers' liability insurance as required under California law. However, if, at any time during the performance of the Work contemplated by the Contract Documents, the Contractor hires an employee or employees, the Contractor will provide the City/Agency/Sanitary District with evidence satisfactory to the City/Agency/Sanitary District that it has secured workers' compensation and employers' liability insurance satisfactory to the City/Agency/Sanitary District prior to any such employee performing any work under the Contract Documents.

| I declare under penalty of perjury under the laws of the State California that the foregoing is true, complete, accurate and correct. I also certify that I am authorized to sign on behalf of and bind Company Name |
|--|
| SIGNATURE OF AUTHORIZED PERSON: When I have the signature of authorized person:  |
| PRINTED NAME OF AUTHORIZED PERSON: Who Phan  |
| TITLE OR POSITION OF AUTHORIZED PERSON: General Manager  |
| COMPANY NAME: Vietnam America TV, INC  |
| DATE: 2/8/18   |

**NOTE**: This form shall serve as notification to the City of Garden Grove that Contractor represents that it not legally required to have Workers Compensation or Employers' Liability Insurance under California law.

| DO NOT FILL OUT THE BOTTOM PORTION OF THIS REQUEST! City/Agency/Sanitary District Use Only |     |
|--|-----|
| RISK MANAGEMENT DIVISION SIGNATURE: Weigh M.C. DATE: 2-9-/8                                | Jay |

Revision B: 10/19/2009