

AGREEMENT BIBLIOGRAPHY

Name of Firm:	The Union of Vietnamese Student Associations
Service Provided:	Tet Festival
Date Approved by City Council:	07 08 2008
Start Date:	01 30 2009
End Date:	02 28 2013
Amount of Contract:	N/A
Insurance Expiration:	N/A
Comments:	Community Services
Date Archived:	



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42.8A
87.1

CITY OF GARDEN GROVE

(714) 741-5040

William J. Dalton
Mayor
Mark Rosen
Mayor Pro Tem
Dina Nguyen
Council Member
Bruce A. Broadwater
Council Member
Steven R. Jones
Council Member

July 15, 2008

The Union of Vietnamese Student Associations
P.O. Box 2069
Westminster, CA 92684

Enclosed is a copy of a five-year agreement by and between the City of Garden Grove and The Union of Vietnamese Student Associations for conducting the annual Tet Festival at Garden Grove Park beginning with the weekend of January 30 through February 1, 2009, and each of the next four years through 2013.

Sincerely,

Kathleen Bailor
City Clerk

By: 
Teresa Pomeroy
Deputy City Clerk

Enclosure

c: Finance Department
Community Services

AGREEMENT

(UNION OF VIETNAMESE STUDENT ASSOCIATIONS)

THIS AGREEMENT is made and entered into this 8th day of July 2008, by and between the CITY OF GARDEN GROVE, a municipal corporation, hereinafter referred to as "CITY", and the UNION OF VIETNAMESE STUDENT ASSOCIATIONS (U.V.S.A.), a California non-profit corporation, hereinafter referred to as "UNION".

RECITALS

1. CITY may lawfully expend money accruing to its general fund for purposes of supporting community events.
2. Since 2002, UNION has received Council permission to conduct event and related activities in the City of Garden Grove, commonly known as the "Tet Festival" ("Festival").
3. CITY wants to ensure the safety of all residents and orderly conduct of all participants in the Festival.
4. UNION has requested, and CITY agrees to grant, aid in connection with defraying the expenses of the Festival activities subject to the terms and conditions provided herein.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **TERM**. The term of this Agreement shall be from the date first noted above through May 31, 2013, unless earlier terminated pursuant to Section 37 herein. The purpose of this Agreement is to allow UNION to conduct the annual Festivals during 2009-2013. The dates for the 2009 Festival shall be January 30-February 1, 2009. The dates on which subsequent Festivals will be held will be determined by later agreement of the parties hereto.

2. **PERMITS**. UNION and its representatives shall comply with all applicable laws, and shall obtain all required permits. It shall be the responsibility of the UNION to obtain, or cause to be obtained, all required permits, including but not limited to a Community Event Permit, except a City of Garden Grove Business Operations Tax Certificate and State Board of Equalization Seller's Permit, which shall be obtained by each organization or group participating in the Festival, where applicable. Failure by UNION to annually apply for a Community Event Permit at least five (5) months in advance of the proposed Festival date may result in the loss of authorization to conduct the Festival.

3. **PROCEEDS / DISTRIBUTION**. For each event covered by this agreement, UNION will deduct from its gross revenues all of its direct Tet Festival related costs (including the required reimbursements to the City from section 6), as well as any start up costs for the following year's Tet Festival (approximately \$60,000), and 50% of the remainder shall be distributed to the community. Distributions shall only be made to local not for profit, non-political community groups that serve Southern California residents and shall be completed by one hundred fifty (150) days after the event. The percentage required for distribution to the community may be renegotiated if net revenues fall below \$100,000 (one hundred thousand dollars). UNION shall not distribute any of the percentage required for distribution to itself or any organization that it may create.

4. **FINANCIAL REVIEW**. CITY will select an independent C. P. A. firm to conduct an annual revenue and expenditure review. UNION agrees that it will be financially responsible for the costs of conducting the post festival financial review. A deposit of \$6,000 (six thousand dollars) shall be made by UNION no later than thirty (30) days before each annual event. Upon selection, CITY will engage the firm to conduct a review of Tet Festival books and refund any unused portion of said deposit back to UNION, or invoice the UNION for the balance due,

which shall be payable within 90 days. The UNION shall maintain its books in such a form as to facilitate the completion of the financial review 90 days after the event and shall fully cooperate with such financial review.

5. **FINANCIAL PROCEDURES.** A separate bank checking account shall be maintained by UNION which will allow an examination of all gross receipts including, but not limited to, contracts, agreements and general procedures. All receipts from the Festival shall be deposited into the bank account. In addition, all expenses shall be supported with documentation including, but not limited to, receipts, contracts, agreements and general procedures. All expenses shall be paid from this bank account with each check supported with adequate documentation. In addition, all documentation and financial transactions relating to the Festival shall be retained and provided to the approved Independent Auditors selected by the City.

6. **REIMBURSEMENT.** UNION shall reimburse CITY for all direct costs attributable to operation of the Festival not covered elsewhere in this Agreement. These costs include, but are not limited to: overtime labor, part-time labor and the rental or purchase of necessary materials. Once this reimbursement amount is set, UNION agrees to provide payment within thirty (30) days.

In the case of any damage to CITY property or facilities attributable to Festival operations, a deposit of two thousand five hundred dollars (\$2,500) shall be made each year covered by this Agreement. The deposit shall be made at least thirty (30) days prior to the scheduled start of the Festival. CITY shall subtract its reimbursable costs from the deposit, and refund the balance within thirty (30) days of the end of the event. If reimbursable costs exceed the deposit amount, UNION agrees to pay such excess within thirty (30) days of the end of the event. If UNION fails to make said deposit prior to the scheduled start of the Festival, CITY shall not issue any permits in connection with the Festival and UNION shall not proceed with the Festival.

UNION shall also reimburse CITY for loss of revenue due to the closure of facilities at Garden Grove Park (Atlantis Play Center, Softball fields, picnic pavilions). The total amount that is determined by CITY to be the loss of revenue will be due to CITY by sixty (60) days before the event. If UNION fails to pay this amount, all permits issued in connection with the Festival shall be deemed rescinded and UNION shall not proceed with the Festival.

7. **FESTIVAL ACTIVITIES.** UNION agrees that the Festival will represent a mixture of cultural activities. Expressly prohibited from Festival activities are helicopter rides, and activities, music or speech that call, incite or provoke an immediate breach of the peace. CITY reserves the right to immediately stop and terminate any such activity. All music, whether live or recorded, shall be planned and implemented by the UNION as an activity which is ancillary to the Festival, not designed in and of itself to draw spectators to the Festival. Each live music performance shall be staged in an area with a seating capacity for no more than 1500 persons. The volume on all music provided at the Festival shall not exceed 80 decibels at any time at any property line of the Festival site. The UNION shall provide sufficient security, as determined to be appropriate in the reasonable exercise of discretion by CITY's Chief of Police, to ensure compliance with all requirements of this Agreement, including but not limited to the requirements for music provided at the Festival. UNION shall notify CITY at least thirty (30) days in advance of the Festival of the name of each music group, type of music and type of amplification system which will be used by each group providing live music at the Festival in order to ensure that requirements of this Agreement will be met. In addition, at the same time, UNION shall provide to CITY identification of the areas of the Festival site at which each musical group will perform, the times during which the performances will occur and the seating arrangements and capacities to be provided by the Festival for each such performance. Notwithstanding the foregoing, UNION shall comply with the requirements of Garden Grove Municipal Code Section 8.47.050(g)(2) regarding filing a registration statement with CITY's Zoning Administrator at least seven (7) days prior to use of any sound amplification equipment during the Festival. If the Police Department determines that the Festival's noise level is disturbing the peace of the surrounding community, UNION shall lower the noise volume of the offending source(s) as directed by the Police Department.

No parade permits will be issued for the Festival.

Aerial displays provided by aircraft shall not be arranged by UNION unless they are conducted so as to not disturb the peace of the surrounding neighborhood of Garden Grove Park. Factors such as altitude of aircraft, frequency and duration of flights over Garden Grove Park, and time of day shall be coordinated so as to eliminate

neighborhood complaints. Any proposed aerial displays shall be submitted to the CITY for review and approval at least sixty (60) days prior to the Festival.

8. **FESTIVAL PARTICIPANTS.** UNION shall have sole responsibility for arranging and providing all contractors, persons, organizations, businesses and employees necessary to properly conduct Festival activities.

9. **USE OF GARDEN GROVE PARK.** In consideration for UNION's activities, as provided herein, CITY grants UNION a non-exclusive right to use Garden Grove Park during the period beginning January 30, 2009 and continuing through February 1, 2009 for the purpose of operating the 2009 Festival (and for the subsequent Festivals with specific dates for the 2010-2013 Festivals to be subsequently determined), including, but not limited to, food booths, amusement zone operations, ancillary music, and related uses, subject to UNION submitting to CITY a schedule of events, operations plan and complete plot plan (vendor locations, carnival area, stage area, vehicles, fire lanes, etc.) no later than thirty (30) days before the event, and UNION obtaining the approval of the submitted schedule, operations plan and plot plan from the City Manager or his designee.

In addition to any charges for reimbursements, deposits, or permits otherwise contained in this Agreement, in the event UNION desires to use a City park, UNION shall pay the park use fee as may be established by the City Council, in the amount in effect at least one hundred twenty (120) days prior to UNION's use of a City park

The Festival shall be operated within the bounds of the following schedule:

Friday

Open no earlier than 1:00 PM

Close no later than 10:00 PM

Saturday

Open no earlier than 10:00 AM

Close no later than 10:00 PM

Sunday

Open no earlier than 10:00 AM

Close no later than 9:00 PM

UNION will be responsible for closing the Festival each night. The grounds must be completely clear no later than one hour past closing.

For the purposes of set-up and tear down, UNION may enter Garden Grove Park no earlier than the Monday before the event, and must have the grounds cleaned of all debris and equipment no later than the Tuesday after the event. This permission is granted with the understanding that the specific dates will be covered under the insurance policies provided by UNION and others to CITY, pursuant to Section 21.

10. **PARK USAGE CONDITIONS.** UNION shall be responsible for the continual clearing of trash/debris from the site. At least (40) additional trash receptacles provided by UNION shall be dispersed within the Festival enclosure and near the entrances and exits. UNION shall also provide for additional dumpsters for use during the event. Both receptacles and dumpsters must be emptied on a regular basis during Festival so trash does not overflow. By fourteen (14) days before the Festival, UNION shall furnish a written plan of trash maintenance detailing how the grounds will be kept in a clean condition during the Festival. Written verification from a commercial trash company must also be provided at this time showing frequency and schedule for weekend pick up. UNION shall reimburse CITY for any costs CITY incurs for site clean-up, including but not limited to costs for special materials, labor and overtime.

UNION shall be responsible and agrees to pay the full cost for any repair of damages to park grounds (except for normal wear and tear to the grass), buildings, fixtures, and other structures, including the irrigation system, which can be attributed to Festival operations. CITY shall be responsible and agrees to pay for the renovation of the turf area including aeration, fertilization and over-seeding.

UNION shall provide (30) additional portable restrooms during the Festival which must be cleaned daily. Location of restrooms are subject to approval by CITY Community Development Department.

UNION shall provide all electrical power for the Festival. Plans and calculations must be submitted to CITY by thirty (30) days before the event for proposed stages, platforms, tent structures and electrical systems for approval. UNION shall designate a representative for the coordination of all safety related activities pertaining to electrical and structural matters at the Festival. UNION shall obtain the inspection of and approval by CITY's Building Services Division of all structures and electrical systems prior to the first day of the event. Structures, including sanitary facilities, must comply with the accessibility requirements of Title 24 of the California Building Code (Handicap Access). UNION may contact the City of Garden Grove Inspection Request Line, at (714) 741-5332, to request inspections.

UNION shall not place portable or A-frame signs in the public right-of-way.

UNION shall not drive stakes or poles into the park grounds.

UNION shall provide for a gate monitor during Festival operating hours to regulate vehicle access onto the park grounds

11. **BEST MANAGEMENT PRACTICES.** In order to prevent pollution caused by festival activities, UNION shall incorporate Best Management Practices (BMP's) as feasible. UNION shall contact City of Garden Grove Environmental Compliance staff at (714) 741-5375 for assistance in choosing the appropriate BMPs for the event.

12. **FENCING.** UNION shall install and maintain a fence satisfactory to CITY around the perimeter of the entire Festival site throughout the event. Fencing shall have fence poles secured by sand bags only. Poles *may not* be driven into the ground anywhere in the park. Required exits from the site shall be clearly visible and may not be shut or locked in any way.

UNION shall also provide fencing, satisfactory to CITY, in the median on Westminster Ave. from 50 feet east of Bushard Street to 50 feet west of Atlantis Way (UNION must obtain necessary approval from City of Westminster). In addition, UNION must ensure that the fencing contractor provide the necessary traffic control during the installation.

UNION shall remove all fencing within 48 hours after the end of the festival.

13. **PARKING.** UNION shall provide to CITY written evidence from the Garden Grove Unified School District that Bolsa Grande High School parking lot has been secured for use by the public for the duration of the Festival. If public parking (either at Bolsa Grande High School or other nearby parking lots) cannot be secured by UNION, Festival hours of operation may be limited to the hours that parking is made available.

UNION shall notify, in writing, the surrounding neighborhood (three blocks south and west of grounds) of the Festival dates one week prior to Festival.

UNION shall provide traffic, parking, and crowd control on all streets leading to Garden Grove Park and which intersect Westminster Avenue. Barricades, advance warning signs and delineators may be required.

14. **COMMERCIAL FOOD SALES.** All commercial mobile trailers with food vending equipment, whether or not operated by owner of said equipment, are required to have a permit from the Orange County Health Department prior to operation on Festival grounds. UNION shall make every effort to ensure that required permits have been obtained prior to the opening of the Festival in the park. Any commercial equipment found in operation without the required Orange County Health Department permits shall be closed.

15. **HEALTH DEPARTMENT.** UNION shall provide the Orange County Health Department with a list of food concession vehicle or stand vendors and their approximate location on the grounds. This information shall be provided no later than one week before the Festival.

16. **HEALTH COMPLIANCE.** All food and candy concessions shall be operated in compliance with the "MINIMUM STANDARDS FOR CLEANLINESS AND FOOD PROTECTION FOR HANDLING FOOD AT SPECIAL EVENTS" relating to prepackaged and unpackaged foods and beverages and Orange County Health Department Guidelines.

UNION shall work with the Orange County Health Department to ensure compliance with all health regulations by all food concessions at the Festival. In addition, the Police Chief, the Fire Chief, or their designees shall have the right, at their sole discretion, to close any food booth that becomes non-compliant during the Festival. Any food booth found by any regulatory authority not to be in compliance will not be allowed to operate until brought into compliance.

17. **FOOD SALES COORDINATION.** UNION shall designate a representative for the coordination of all food service activities at the Festival. This person shall coordinate with the Orange County Health Department during the planning stages of Festival development to ensure that food service activities occur in compliance with all regulatory requirements.

18. **SECURITY PLAN.** UNION shall develop a security plan for Festival operations. This plan and all contracts pertaining to the operation and security of the Festival shall be submitted to the Chief of Police of CITY for approval by two weeks, or fourteen (14) days before the event.

19. **FIRE REGULATIONS.** UNION shall comply with all applicable Fire Code provisions (e.g. Sections 902, 903, 1102, 3202, 1002, and 3218). All Fire Code required permits shall be obtained at least one week prior to the beginning of the Festival.

Tents over 200 square-feet or canopies over 400-square feet require Fire Department permits. UNION shall submit site plans (Uniform Fire Code, Section 3202) by one (1) week before the Festival.

UNION shall ensure that each cooking booth shall provide and mount (acceptable to bungee cord to pole) a 2A10:BC fire extinguisher (40B:C where deep fryers are used) with an affixed State Fire Marshal's service tag. (Uniform Fire Code, Section 1002)

No aerial fireworks will be allowed. Firecrackers shall be discharged by a licensed pyrotechnician in accordance with Title 19, Section 982 of the California Code of Regulations. An additional permit for any fireworks is required (Garden Grove Fire Permit Code #781023). All cooking appliances and fuels shall be approved by the CITY Fire Department before use at the festival.

20. **POLICE SERVICES.** The Garden Grove Police Department reserves the right to revoke the event permit at any time without prior notice to or permission from UNION if, in the opinion of the Chief of Police, or his designee, it is in the best interest of the general public and public safety. UNION agrees to compensate CITY for extraordinary law enforcement costs when such extraordinary services are deemed necessary and are rendered to the Festival. Determination of whether extraordinary police services are needed, and the amount thereof, shall be made by the Chief of Police, in his sole discretion. Costs for extraordinary police services shall be agreed upon by the UNION President, the Chief of Police and the City Manager, and recommended to the City Council.

21. **INSURANCE.** UNION shall take out and maintain during the life of this Agreement, commercial general liability insurance, including contractual liability, and shall protect UNION and CITY from claims for such damages. This insurance shall be in the amount normally carried by UNION for such purposes, but in no event shall it be less than:

\$2,000,000 (two million dollars) per occurrence for Bodily Injury and Property Damage Liability, and
\$2,000,000 (two million dollars) general aggregate. (*"Claims Made" and "Modified Occurrence" policies are not acceptable.*)

UNION shall furnish to CITY a Certificate of Insurance signed by the authorized agent of the insurance carrier issued on the insurance carrier's form setting forth the general provisions of their insurance coverage. An

Additional Insured Endorsement shall name the **City of Garden Grove, its employees, agents, volunteers, and officials** as Additional Insureds under the policy (**Additional Insured Endorsement form CG 2026, or equivalent, as approved by CITY, shall be furnished to CITY**). Said Certificate and Endorsement (**CG 2026, or equivalent, as approved by CITY**) shall be submitted by UNION, to CITY, for approval at least thirty (30) days prior to the event. (*“Claims Made” and “Modified Occurrence” policies are not acceptable.*) UNION shall provide to CITY endorsements from each insurance carrier wherein the insurance carrier shall give CITY thirty (30) days advance written notice of any material change, cancellation, or termination of coverage.

UNION shall obtain a Certificate of Insurance and Additional Insured Endorsement evidencing proof of no less than \$10,000,000 (ten million dollars) commercial general liability insurance, per occurrence, and no less than \$10,000,000 (ten million dollars) general aggregate policy from any vendor providing rides, games or other “carnival-type” activities at the Festival, naming the **City of Garden Grove, its employees, agents, volunteers, and officials**, as Certificate Holders and Additional Insureds. Said Certificate and Endorsement (**CG 2026, or equivalent, as approved by CITY**) shall be submitted by UNION, to CITY, for approval at least thirty (30) days prior to the event. (*“Claims Made” and “Modified Occurrence” policies are not acceptable.*) UNION shall provide to CITY endorsements from each insurance carrier wherein the insurance carrier shall give CITY thirty (30) days advance written notice of any material change, cancellation, or termination of coverage.

UNION shall obtain a Certificate of Insurance and Additional Insured Endorsement evidencing proof of no less than \$2,000,000 (two million dollars) commercial general liability insurance, per occurrence, and no less than \$2,000,000 (two million dollars) general aggregate, from any vendor providing pyrotechnic services to the Festival, naming the **City of Garden Grove, its employees, agents, volunteers, and officials**, as Certificate Holders and Additional Insureds. Said Certificate and Endorsement (**CG 2026, or equivalent, as approved by CITY**) shall be submitted by UNION, to CITY, for approval at least thirty (30) days prior to the event. (*“Claims Made” and “Modified Occurrence” policies are not acceptable.*) UNION shall provide to CITY endorsements from each insurance carrier wherein the insurance carrier shall give CITY thirty (30) days advance written notice of any material change, cancellation, or termination of coverage.

In addition to the above-required insurance, UNION shall ensure that all contractors/vendors submit proof to CITY of no less than \$1,000,000 (one million dollars) commercial general liability insurance per occurrence, and no less than \$1,000,000 (one million dollars) general aggregate. This includes, but is not limited to contractors providing fencing, trash collection, sanitary facilities and site security. The City of Garden Grove, its employees, agents, volunteers, and officials, shall be named as Additional Insured on these policies. The required Certificates and Additional Insured Endorsements (**CG 2026, or equivalent, as approved by CITY**) shall be submitted by UNION, to CITY, for approval at least thirty (30) days prior to the event. (*“Claims Made” and “Modified Occurrence” policies are not acceptable.*) UNION shall provide to CITY endorsements from each insurance carrier wherein the insurance carrier shall give CITY thirty (30) days advance written notice of any material change, cancellation, or termination of coverage.

UNION shall ensure that any contractor, vendor, or sponsor using autos shall provide evidence of automobile liability insurance in an amount no less than \$1,000,000 (one million dollars) combined single limit. If transportation is provided for persons, evidence of automobile liability insurance shall be provided in an amount of no less than \$5,000,000 (five million dollars) combined single limit. The required Certificates and Additional Insured Endorsements (**CA 2048, or equivalent, as approved by CITY**) naming the **City of Garden Grove, its employees, agents, volunteers, and officials** as additional insureds shall be submitted by UNION to CITY for approval at least thirty (30) days prior to the event. UNION shall provide to CITY endorsements from each insurance carrier wherein the insurance carrier shall give CITY thirty (30) days advance written notice of any material change, cancellation, or termination of coverage.

UNION shall ensure that if the sponsor or its contractors/vendors have employees, workers' compensation insurance for such employees is in effect in the amount and type required by California law. The required Certificates shall be submitted by UNION, to CITY, for approval at least thirty (30) days prior to the event. UNION shall provide to CITY endorsements from each insurance carrier wherein the insurance carrier shall give CITY thirty (30) days advance written notice of any material change, cancellation, or termination of coverage.

All insurance companies must have a Best's Guide rating of A- VII, or better as approved by the CITY. All insurance policies must be in effect at all times anyone will be on the premises (set up, tear down, etc.).

FAILURE BY UNION TO PROVIDE TO CITY PROOF OF INSURANCE REQUIRED BY THIS AGREEMENT OR TO ENSURE THAT PROOF OF REQUIRED INSURANCE HAS BEEN PROVIDED TO CITY, AS APPROPRIATE, SHALL BE SUFFICIENT GROUNDS FOR CITY TO DECLINE TO ISSUE PERMITS FOR THE FESTIVAL, CANCEL AUTHORIZATION FOR THE FESTIVAL TO PROCEED AND TO PRECLUDE THE FESTIVAL FROM OCCURRING.

22. **BUSINESS TAXES.** UNION shall provide to the City's Business Tax office with a list of all Festival vendors and food booths. UNION shall make every effort to ensure that all vendors and food booths possess a current business license. UNION shall also ensure that vendors selling tangible items have a Seller's Permit from the State Board of Equalization. If data related to business licenses, insurance, seller's permits, and other similar items. is incomplete or unsatisfactory, a field inspection will be required with a minimum of four hours at a rate of \$28.43 per hour payable by UNION.

UNION shall ensure that any non-profit food vendors provide to CITY proof of non-profit status from the IRS and financial statements (of last year's event if possible).

UNION shall ensure that any sponsoring organizations submit to CITY a completed "Application for Permit to Appeal or Solicit for Charitable Purposes" and a signed letter of indemnification, satisfactory to CITY, by thirty (30) days before the event.

23. **ALCOHOLIC BEVERAGES.** Alcoholic beverages shall not be sold, distributed or consumed on the Festival grounds. Any food or other booth in which alcohol is found shall immediately, and for the duration of the Festival, be closed by the Chief of Police or designee.

24. **NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF CITY.** No official or employee of CITY shall be personally liable to UNION in the event of any default or breach by CITY, or for any amount that may become due to UNION, or for any obligation under the terms of this Agreement.

25. **COMPLIANCE WITH LAW.** UNION shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state and local governments in the performance of Festival-related activities.

26. **CONFLICT OF INTEREST.** UNION shall at all times avoid conflict of interest or appearance of conflict of interest in the performance of this Agreement.

27. **NOTICES.** All notices shall be personally delivered or mailed to the below listed address, or to such other address as may be designated by written notice. These addresses shall be used for delivery of service of process.

A. Address of UNION is as follows:
President
The Union of Vietnamese Student Associations
P.O. Box 2069
Westminster, CA 92684

B. Address of CITY is as follows:
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
Attn: City Attorney's Office

28. **TIME OF ESSENCE.** Time is of the essence in the performance of this Agreement.

29. **LIMITATIONS ON SUBCONTRACTING AND ASSIGNMENT.** The experience, knowledge, capability, and reputation of UNION, its principals, members and employees were a substantial inducement for CITY to enter into this Agreement. UNION shall not contract with any other entity to perform the services required without written approval of CITY. If UNION is permitted to subcontract any part of this Agreement, UNION shall be fully responsible to CITY for the acts and omissions of its subcontractor as it is for the acts and omissions of persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of UNION. CITY will deal directly with UNION.

30. **NON-DISCRIMINATION.** UNION covenants there shall be no discrimination against or segregation of any person, group, or employee due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any action or activity pursuant to this Agreement.

31. **AUTHORITY TO EXECUTE.** Each person executing this Agreement on behalf of a party hereto warrants and represents that he/she is duly authorized to execute this Agreement on behalf of the entity for which he/she is signing, and that by executing this Agreement, the party for which the person is signing is formally bound to the term of this Agreement.

32. **INDEMNIFICATION.** To the fullest extent allowed by law, UNION agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, employees and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorney's fees, for injury or death of any person, or damage to property, or interference with the use of property, arising out of, or in any way connected with any Festival related activities and the performance of the terms of this Agreement by UNION, UNION agents, officers, employees, volunteers, vendors, subcontractors, or independent contractors hired by UNION. The only exception to UNION responsibility to protect, defend and hold harmless CITY is due to the sole negligence or intentional wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents or employees.

33. **MODIFICATION.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by UNION and CITY. Nothing herein prohibits the parties from mutually agreeing to modify any condition contained in this Agreement.

34. **WAIVER.** The waiver of any provision of this Agreement must be in a writing signed by the appropriate authorities of CITY and UNION.

35. **CALIFORNIA LAW.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced pursuant to this Agreement shall be initiated in the central or main branch of the Orange County Superior Court.

36. **INTERPRETATION.** This Agreement shall be interpreted as though prepared by both parties.

37. **TERMINATION.** CITY and UNION shall have the right to terminate this Agreement, without cause, by giving written notice of termination at least 180 days before the event. Any impending termination pursuant to this section shall be agendaized for City Council action during open session.

Any termination of this agreement by CITY shall not relieve UNION of any outstanding obligation under this Agreement, including but not limited to the following: UNION's indemnification obligations shall survive the termination of this Agreement until all claims and actions related thereto are fully and finally resolved and all monies related thereto are fully paid.

38. **PRESERVATION OF AGREEMENT.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provisions interpreted, and all remaining provisions shall remain enforceable.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first referenced herein.

ATTEST:

Kathleen Batten
City Clerk

CITY OF GARDEN GROVE

By: [Signature]
Mayor

THE UNION OF VIETNAMESE
STUDENT ASSOCIATIONS

APPROVED AS TO FORM:

[Signature]
City Attorney

By: [Signature]
President

By: [Signature]
Secretary



The Union of Vietnamese Student Associations of Southern California
TỔNG HỘI SINH VIÊN VIỆT NAM MIỀN NAM CALIFORNIA

www.thsv.org • contact@thsv.org • P.O. Box 2069 • Westminster, CA 92684-2069 • Tel: (714) 890-1418 • Fax: (714) 890-1518

March 28th, 2008

UVSA
Executive Board
2007-2009

James Vu
President

Vu Dinh
Internal Vice President

Phong Ly
External Vice President

Khanh Kieu
Secretary

Vicky Nguyen
Treasurer

City of Garden Grove
Attn: Chad Clanton
11222 Acacia Parkway
P.O. Box 3070
Garden Grove, CA 92842

Dear City of Garden Grove:

First of all, on behalf of the Union of Vietnamese Student Associations of Southern California (UVSA), I would like to thank the City of Garden Grove for their continue support throughout the years, especially with the annual Tet Festival at Garden Grove Park. Since working with the City of Garden Grove, we were able to give back to the community almost \$800,000 from our annual Tet Festival Community Funding.

As you are aware, our Agreement with the City of Garden Grove to host the annual Tet Festival expired this year. So, we are writing to notify and request the City of Garden Grove that UVSA would like to continue to host the Tet Festival at Garden Grove Park for another 5 years. Its events this that make Garden Grove such a diverse and enjoyable place to live and we hope to continue that effort for the community.

Please let me know when we would be able to meet with the City Council to talk about continuing and submitting our new proposal. Should you have any questions, please contact me at (805) 415-2935.

Sincerely,

James Vu, President
Union of Vietnamese Student Associations of SoCal

AGREEMENT WITH THE UNION OF VIETNAMESE STUDENT ASSOCIATIONS
TO CONDUCT AN ANNUAL TET FESTIVAL AT GARDEN GROVE PARK (F: 55)
(XR: 42.8A) (XR: 87.1)

This item was pulled by Mayor Dalton to be considered separately from the Consent Calendar.

Staff report dated July 8, 2008, was introduced.

Each Council Member took the opportunity to offer their congratulations and expressed appreciation to the Student Associations efforts for the past five years in organizing and conducting the Tet Festival.

It was moved by Mayor Dalton, seconded by Council Member Rosen, and carried by unanimous vote, that the five year Agreement by and between the City of Garden Grove and The Union of Vietnamese Student Associations, be and hereby is approved; and the Mayor and City Clerk are authorized to execute the agreement.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew Fertal
Dept.: City Manager
Subject: TET FESTIVAL AGREEMENT

From: Kimberly Huy
Dept.: Community Services
Date: July 8, 2008

OBJECTIVE

To transmit a new five (5) year Agreement between the City and the Union of Vietnamese Student Associations (UVSA) in order for UVSA to conduct the Tet Festival at Garden Grove Park, beginning with the weekend of January 30 to February 1, 2009, and each of the next four (4) years, through 2013.

BACKGROUND

Since 2002, the Union of Vietnamese Student Associations (UVSA) has hosted the Tet Festival at Garden Grove Park to celebrate the lunar New Year. The most recent Agreement between the City and UVSA authorized their coordination of the 2004-2008 Festivals. The Agreement officially expired after the 2008 Festival this past February, and it did not contain any provisions for renewal. In April 2005, an Amendment pertaining to insurance requirements and an Amendment related to the distribution of Festival proceeds were both made to the Agreement.

In April 2008, staff received the attached letter from UVSA requesting that they be allowed to continue to host the annual Tet Festival at Garden Grove Park.

DISCUSSION

Attached is a five-year Agreement with UVSA, allowing them to conduct the annual Tet Festival at Garden Grove Park from 2009 to 2013. The more significant aspects of this Agreement include provisions related to the distribution of proceeds, reimbursement for City support, allowable festival activities and insurance requirements. The proposed Agreement has been signed by representatives from UVSA and has been approved as to form by the City Attorney.

FINANCIAL IMPACT

Included in this new Agreement is the requirement that UVSA reimburse the City for all of the direct costs incurred in support of the Tet Festival. Based on the City costs over the past few years, the amount paid each year by UVSA will be approximately \$30,000.

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TET FESTIVAL AGREEMENT

July 8, 2008

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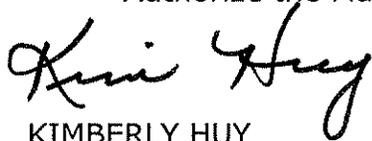
COMMUNITY VISION IMPLEMENTATION

The Community Vision seeks to integrate ethnic groups in community-wide events. The Tet Festival is one of four cultural festivals hosted in Garden Grove each year.

RECOMMENDATION

It is recommended that City Council:

- Approve the Agreement with the Union of Vietnamese Student Associations, and
- Authorize the Mayor and City Clerk to execute the Agreement.

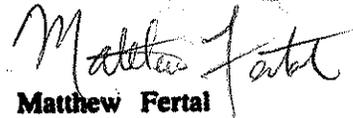


KIMBERLY HUY
Director



By: Chad Clanton
Supervisor

Recommended for Approval



Matthew Ferial
City Manager

Attachment A: Tet Festival Agreement

Attachment B: Letter from the Union of Vietnamese Student Associations