

**MEMORANDUM OF UNDERSTANDING FOR THE CITIES OF  
FOUNTAIN VALLEY, GARDEN GROVE, AND SANTA ANA  
FOR THE  
LITTLE SAIGON DISTRICT**

This **MEMORANDUM OF UNDERSTANDING** (“Agreement”) is dated as of October 21, 2025 (“Effective Date”), and entered into by and among the Cities of Fountain Valley, a municipal corporation (“FV”), Garden Grove, a municipal corporation (“GG”), and Santa Ana, a charter city and municipal corporation (“SNA”), each of which is organized and existing under California law (cumulatively the “Parties,” and at times individually a “Party”), with reference to and in consideration of the following:

**WHEREAS**, the Parties recognize the value and importance of regional collaboration to support economic revitalization, job creation, and the cultural preservation of Vietnamese-American communities within their jurisdiction; and

**WHEREAS**, the Parties propose to establish a multi-jurisdictional effort to enhance cultural tourism through multiple means, including but not limited to, supporting the formation of a multi-jurisdictional business improvement district under Streets and Highways Code §§ 36500 *et seq* in the Parties’ respective Vietnamese business communities, and stimulate job growth and small business development across the Parties’ jurisdiction; and

**WHEREAS**, the Parties have been awarded a grant from the Orange County Business Council (OCBC), acting in their capacity as the California Jobs First (CJF) Regional Convener for Orange County, which will assist in understanding the opportunity to establish Little Saigon as a premiere statewide destination for cultural tourism that celebrates diversity and boosts the regional economy (the “Program”); and

**WHEREAS**, GG will act as the lead agency responsible for overseeing administrative functions related to grant management, procurement, and consultant oversight; and

**WHEREAS**, the Parties desire to formalize their roles, contributions, and cooperative efforts under this Agreement to implement the Program in a coordinated, equitable, and efficient manner;

**WHEREAS**, each Party has caused this Agreement to be duly approved by its respective governing body, and by so doing, has found and determined that this Agreement furthers the health, safety, and general welfare of their respective residents and businesses.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

## AGREEMENT

### 1. PURPOSE

This Agreement establishes a multi-jurisdictional memorandum of understanding for planning, developing, and eventual implementation of the Program. The purpose of this Agreement is to foster interjurisdictional alignment, streamline project activities, and ensure that the goals of economic equity, cultural preservation, workforce development, and sustainable infrastructure are met across each Party's designated Little Saigon area within their jurisdictional boundaries. Each Party affirms its support for the Program's goal of transforming designated areas into cultural destinations reflective of Vietnamese-American identity and heritage, and recognizes the opportunity to revitalize underinvested neighborhoods by creating new pathways for entrepreneurship, housing, and workforce mobility.

### 2. TERM

**2.1. General Term.** This Agreement shall be effective as of the date on which the last of the Parties has executed the same, which shall be inserted as the Effective Date in the first paragraph above, and shall remain in full force and effect through June 30, 2031.

#### **2.2. Termination by a Party.**

**a) Notice and Effective Date.** Any Party may terminate its participation in this Agreement by providing one fiscal year's written notice to all other Parties on or before the last day of any fiscal year (June 30). As a way of example, a notice of termination issued on June 30, 2025, would be effective July 1, 2026, while a notice of termination issued on July 1, 2025, would be effective July 1, 2027.

**b) Effect of Termination.** Within ninety (90) days after the date of termination, the Program Treasurer shall return to the Terminating Party any funds not spent and unobligated that the Terminating Party contributed, in addition to business district assessments collected from businesses within the terminating Party's jurisdiction, if any, which must be used for the benefit of said businesses, or refunded to them upon disestablishment of the business district in the terminating Party's jurisdiction per Streets and Highways Code § 36551. The remaining Parties may keep and reallocate to the remaining Program areas any funding not returned pursuant to this section.

**c) Continuing Enforceability.** Following the effective date of termination, the terminating Party shall have no further obligations or rights with respect to this Agreement, except as otherwise expressly provided herein.

### 3. PROGRAM ACTIVITIES

**3.1. Lead Agency.** GG will serve as lead agency to manage Program administration and serve as the primary point of contact with funding agencies, oversee budget compliance, reporting, and manage consultant contracts.

**3.2. Party Project Managers.** Each Party will assign a project manager to coordinate implementation of the Program within the Party's jurisdiction, provide Party-specific input on relevant issues, including engaging other city staff as necessary, and ensure community engagement within their jurisdiction.

**3.3. Program Committee.** The Parties will form a Program Committee consisting of each party's City Manager or designee to govern shared activities, with decisions to be made by majority consent of the Program Committee.

#### **4. FINANCIAL PROVISIONS**

**4.1. Funding.** The Parties have been awarded a grant from the OCBC, acting in their capacity as the CJF Regional Convener for Orange County, which is available on a reimbursement basis from the OCBC. The Parties further agree to provide in-kind staffing and support to fulfill their respective roles in a timely manner. The Parties will further seek additional grant funding to advance the Program. Supplemental funding sources may include, but are not limited to, California GO-Biz grants, Community Development Financial Institutions (CDFI), Economic Development Administration (EDA), Southern California Association of Governments (SCAG), and private sector sponsorships.

**4.2. Program Accounts.** In the event that the Parties secure grants or funding fully distributed to the Parties, an amendment to this Agreement will be required that establishes a qualified employee to act as the Program Treasurer. Such amendment shall establish the process and proto-cols related to the fiscal management of funds secured; including but not limited to; establishment of a Program Treasurer and duties, establishment of program accounts, auditing procedures, etc.

#### **4.3. Financial Contributions by the Parties.**

**a) Funding Sources and Party Shares.** As set forth in Section 4.1, Program Costs are anticipated to be paid for from a combination of funding sources: (1) Grants, and (2) in-kind contributions. Party Shares will be determined based on Program Costs associated with Program activities within each Party's jurisdiction (the Party's "Cost Allocation"), to the extent that such costs exist and are not covered by a grant. Any funds that are contractually restricted to one Party's jurisdiction shall be credited first to that Party's Cost Allocation. Unrestricted funds shall be credited to the Parties' Cost Allocation pro rata. It is not intended for the Parties to make cash contributions except that a Party's governing body may approve their Party to make such a contribution.

**b) Funding Shortages.** Should the Program experience a shortfall in funding during any fiscal year, the Program Committee may reduce the scope of work to the funds available.

**c) Public Benefit and Purpose.** Each Party acknowledges that establishment and implementation of the Program is a substantial benefit to each such Party, and the

residents, business, and communities residing within their respective jurisdictional boundaries. All Parties expressly declare that this Agreement, and all expenditures of public funds hereunder for the purposes described herein, furthers legitimate public purposes, including, but not limited to the following:

1. Enhancing cultural tourism in Program areas;
2. Stimulating economic growth in Program areas;
3. Promoting workforce development and job creation;
4. Advancing sustainable urban development in Program areas;
5. Acquiring, constructing, installing, or maintaining "improvements."

**d) Grant Funding Cooperation.** The Parties are encouraged to pursue local, state, federal, and other grant opportunities and funding sources in furtherance of the Program. To the extent possible, the Parties agree to work together cooperatively and in good faith in pursuit of funding opportunities for the Program as a whole.

## **5. DISPUTES, DEFAULTS, AND REMEDIES**

**5.1. General Disputes.** Should the Parties be unable to reach a mutual agreement as to any matter necessary to effectively administer and operate the Program, as an alternative to terminating this Agreement or pursuing an alternative remedy, the Parties may mutually agree to refer the dispute to a neutral arbitrator for resolution, in which case the arbitrator's determination shall be binding unless and until this Agreement is otherwise amended by the Parties.

### **5.2. Defaults.**

**a) Notice and Time to Cure.** The failure by any Party to perform any of its obligations set forth in this Agreement shall constitute a default. Except as required to protect against further damages, the non-defaulting Parties may not institute legal proceedings against the Party in default until the non-defaulting Parties have provided the defaulting Party notice of the default and the cure period has expired: The cure period for any default shall be thirty (30) days after the defaulting Party's receipt of written notice from the non-defaulting Parties that such obligation was not performed. In the case of a default which cannot be cured within the cure periods set forth in this section, the defaulting Party shall commence efforts to cure within such time periods, and shall diligently thereafter pursue to cure the default to completion within a reasonable period of time.

**b) Cooperative Resolution.** During the cure period set forth in paragraph (a), and prior to pursuing any remedies described in this Section, the Parties will attempt, in good faith, to find a mutually agreeable resolution through communicating with each other and attempting to resolve any substantive problems arising under this Agreement, including challenges arising from funding difficulties, and/or any difficulty with effectively implementing the responsibilities detailed in this Agreement. Communication and attempts to resolve such problems and difficulties prior to pursuing remedies under this Agreement include, but are not limited to, meeting together, amending this

Agreement, and/or seeking the assistance of a jointly agreed upon mediator.

c) **Remedies.** Upon the occurrence of any default, and following written notice and expiration of the time to cure, the non-defaulting Parties may, at their option: declare this Agreement null and void with respect to the defaulting Party, in which case the defaulting party shall not be entitled to the benefits and privileges of this Agreement or the Program; or pursue damages or specific performance or other legal and equitable remedies the injured Parties may have against the non-defaulting Party in accordance with applicable law. Nothing herein shall be construed as the non-defaulting Parties' exclusive remedy for the remediation of default by a Party, and the non-defaulting Parties reserve the right to pursue any and all available rights and remedies at law or in equity.

## 6. INDEMNITY

Each Party shall hold harmless, indemnify, and defend the other Parties, and each of them individually and jointly, and their respective officers, employees, and agents, from and against any and all claims, suits, or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging which arise out of a Party's performance or nonperformance of the Party's covenants and obligations under this Agreement, and which result from the negligent or wrongful acts of the Party, or its officers, employees, or agents. In the event of concurrent negligence of the Parties or any other Party, its respective officers, or employees, and a Party, its officers and employees, then the liability for any and all claims for injuries or damages to persons and/or property or any other loss or cost which arises out of the terms, conditions, covenants or responsibilities of this Agreement shall be apportioned in any dispute or litigation according to the California theory of comparative negligence.

## 7. MISCELLANEOUS

7.1. **Approval by Program Committee.** Any term or provision of this Agreement that calls for the direction, approval, or consent of the Program Committee, shall mean and refer to the direction, approval, or consent of the majority of the members thereof (regardless of quorum). Except as specifically provided herein, all actions reasonably necessary to effectuate the purpose of this Agreement and the Program may be performed by the Program Committee except as may otherwise be prohibited by state or federal law.

7.2. **Notice.** Any notices provided to any Party in connection with this Agreement shall be directed to the Party representative of each of the Parties set forth in Exhibit "A."

7.3. **Parties as Independent Contractors.** Each Party is, and at all times shall be deemed to be, an independent contractor of the other Parties. Nothing herein is intended or shall be construed as creating the relationship of employer and employee, or principal and agent, between any Party, or any Party's agents or employees. Each Party shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of the Program pursuant to this Agreement. Each Party, and its agents and employees, shall not be considered to be employees of any other Party.

**7.4. Governing Law and Venue.** This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction, located in Orange County, California, and the Parties agree to and hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

**7.5. Amendments / Entire Agreement.** Amendments to this Agreement must be in writing and approved by the governing body of each Party. This Agreement, and the various Exhibits referenced herein which are incorporated fully by this reference, is the entire agreement among the Parties with respect to the subject matter hereof, and it supersedes any prior written or oral agreements with respect to the subject matter.

**7.6. Severability.** If any section, subsection, paragraph, term, or provision of this Agreement, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, such section, subsection, paragraph, term, or provision, to the extent the same is valid and enforceable, and all other remaining provisions hereof, shall remain in full force and effect, to the fullest extent possible, and shall in no way be affected, impaired or invalidated thereby to the extent such are not rendered impractical to perform taking into consideration the purposes of this Agreement.

**7.7. Interpretation.** This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that it has not been influenced to any extent whatsoever in executing this Agreement by the other Parties, or by any person representing the other Parties, or both. Accordingly, any rule or law (including Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Agreement.

**7.8. Non-Waiver of Rights and Remedies.** No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

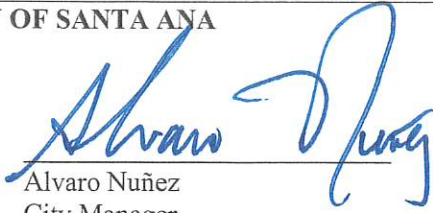
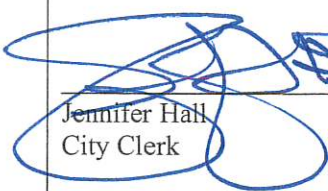

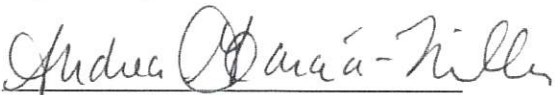
**7.9. Authority.** The Parties represent and warrant that this Agreement has been duly authorized by their respective governing boards, and executed by a duly authorized representative thereof, and constitutes the legally binding obligation of their respective Party, enforceable in accordance with its terms.

**7.10. Assignment.** Except as otherwise expressly provided for herein, no Party shall assign any of its obligations or rights hereunder without the consent of all other Parties, and any such assignment without consent shall be null and void.

**7.11. Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when the Parties have signed this Agreement, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties to this Agreement have caused the same to be executed by each of their duly authorized officers as follows:

<p><b>CITY OF FOUNTAIN VALLEY</b></p> <p>By: _____ City Manager</p> <p>Attest:</p> <p>_____ City Clerk</p> <p>Approved as to form:</p> <p>_____ City Attorney</p>	<p><b>CITY OF GARDEN GROVE</b></p> <p>By: _____ City Manager</p> <p>Attest:</p> <p>_____ City Clerk</p> <p>Approved as to form:</p> <p>_____ City Attorney</p>
<p><b>CITY OF SANTA ANA</b></p> <p>By:  Alvaro Nuñez City Manager</p> <p>Attest:</p> <p>  Jennifer Hall City Clerk</p> <p>Approved as to form: SONIA CARVALHO City Attorney</p> <p> Andrea Garcia-Miller Assistant City Attorney</p>	

**Exhibit "A"**  
**Notices and Designation of Party Representative(s)**

Party	Party Representative(s)
City of Fountain Valley	<p>Maggie Le, City Manager  City of Fountain Valley  10200 Slater Avenue  Fountain Valley, CA 92708  EMAIL: <a href="mailto:Maggie.Le@fountainvalley.org">Maggie.Le@fountainvalley.org</a></p> <p>With Copy to:</p> <p>Colin Burns, City Attorney  Harper &amp; Burns LLC  453 S. Glassell Street  Orange, CA 92866  EMAIL: <a href="mailto:crburns@harperburns.com">crburns@harperburns.com</a></p>
City of Garden Grove	<p>Lisa L. Kim, City Manager  City of Garden Grove  11222 Acacia Parkway  Garden Grove, CA 92840  EMAIL: <a href="mailto:lisak@ggcity.org">lisak@ggcity.org</a></p> <p>With Copy to:</p> <p>Omar Sandoval, City Attorney  Woodruff &amp; Smart  555 Anton Boulevard, Suite 1200  Costa Mesa, CA 92626  EMAIL: <a href="mailto:osandoval@woodruffl.aw">osandoval@woodruffl.aw</a></p>
City of Santa Ana	<p>Alvaro Nuñez, City Manager  City of Santa Ana  20 Civic Center Plaza  Santa Ana, CA 92701  EMAIL:</p> <p>With Copy to:</p> <p>Sonia Carvalho, City Attorney  City of Santa Ana  20 Civic Center Plaza  Santa Ana, CA 92701</p>