

2020 TET PARADE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of December, 2019, by and between the CITY OF GARDEN GROVE, a municipal corporation, hereinafter referred to as "CITY", and the Tap The Chien Si Viet-Nam Cong-Hoa Hai Ngoai, hereinafter referred to as "TTCS".

RECITALS

A. TTCS has requested permission from CITY to sponsor and conduct the Tet Parade event and related activities in the City of Garden Grove utilizing CITY's streets and property.

B. CITY desires to facilitate and permit TTCS to utilize CITY's streets and property for the proposed Tet Parade event, provided the safety of all residents and orderly conduct of all participants in the Tet Parade event is ensured and CITY is reimbursed for costs it incurs as a result of the Tet Parade event.

C. CITY may lawfully expend money accruing to its general fund for purposes of supporting community events.

D. CITY and TTCS desire to enter into this Agreement to facilitate the Tet Parade event and related activities in the City of Garden Grove and to memorialize the terms and conditions pursuant to which TTCS may utilize CITY's streets and property for such events.

E. Now, therefor, in consideration of the mutual covenants contained herein and other valuable consideration, including publicity generated from TTCS's activities, the parties agree as follows:

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **TERM.** The term of this Agreement shall be from the date first noted above through January 27, 2020, unless earlier terminated pursuant to Section 32 herein. The purpose of this Agreement is to allow TTCS to conduct the Tet Parade event on Sunday, January 26, 2020.

2. **COST REIMBURSEMENT.**

A. TTCS shall reimburse CITY for all direct and indirect costs incurred by CITY as a result of the conduct and operation of the Tet Parade event and the performance of this Agreement by CITY. Such reimbursable costs shall include, but are not limited to, costs for street-sweeping before and/or after the Tet Parade event, costs incurred for the installation of temporary signage related to the Parade event, and the full burdened cost of CITY staff time spent in conjunction with the preparation for, conduct of, and clean-up, deconstruction and removal of signage after the Tet Parade event. TTCS understands and agrees that reimbursable CITY staff time will include, without limitation, time spent by CITY police and emergency personnel on duty at the Tet Parade event, as well as time spent by CITY planning, public works and engineering

personnel assisting with installation of necessary signage for the Tet Parade event. Reimbursable costs shall also include all costs incurred by CITY in responding to unforeseen or emergency situations arising out of the Tet Parade event, including overtime costs for responding personnel and related equipment costs. TTCS further acknowledges and agrees that it shall be responsible for and shall reimburse CITY for the full cost to repair any damages caused to city streets, sidewalks, buildings, fixtures, property and other structures along the Tet Parade event route as a result of the conduct and operation of the Tet Parade event by TTCS.

B. As a condition to conduct of the Tet Parade event, TTCS shall make a deposit payment to the CITY for the Tet Parade as follows: (i) TTCS shall pay an initial sum of Seventy Thousand Dollars (\$70,000) to CITY by January 6, 2020; (ii) CITY shall subtract its reimbursable costs from this initial sum, and refund the balance, if any, following completion of the Tet Parade event. If reimbursable costs exceed the deposit amount, TTCS agrees to pay such excess within thirty (30) days following the mailing of an invoice to TTCS for such excess costs. In the event the amounts deposited with CITY by TTCS prior to a Tet Parade event exceed the total reimbursable costs ultimately incurred by the CITY in conjunction with the Tet Parade event, CITY shall return the unexpended portion of the deposit to TTCS.

C. If TTCS fails to make the initial payment as required, CITY shall not issue any permit in connection with the Tet Parade and TTCS shall not proceed with the Parade.

3. **PARADE ACTIVITIES.** For the purposes of this Agreement, the term “Tet Parade event” shall be inclusive of the set-up period prior to the parade, the parade itself, and any post-parade cleaning and deconstruction. TTCS agrees to use its knowledge and experience to organize, promote, advertise and conduct the Tet Parade event covered by this Agreement. Expressly prohibited from the Tet Parade 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 TTCS as an activity that is ancillary to the Tet Parade event. The volume on all music provided at the Tet Parade event shall not exceed 70 decibels at any time at any property line of the Tet Parade route. TTCS 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 on the Tet Parade route. TTCS shall notify CITY at least thirty (30) days in advance of the Tet Parade event 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 along the route in order to ensure that requirements of this Agreement will be met. Notwithstanding the foregoing, TTCS shall comply with the requirements of Garden Grove Municipal Code Section 8.47.060(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 Tet Parade event. The noise levels of the Tet Parade event shall not disturb the peace of the surrounding community. If the Police Department determines that the noise level is disturbing the peace of the surrounding community, TTCS shall lower the noise volume of the offending source(s) as directed by the Police Department.

4. **PARTICIPANTS.** TTCS shall have sole responsibility for arranging and providing all contractors, persons, organizations, businesses, and employees necessary to properly conduct the Tet Parade activities.

5. **USE OF CITY STREETS.** In consideration for TTCS's activities as provided herein, CITY grants TTCS a right to use the City streets along the Tet Parade event route for the purpose of operating the Tet Parade event; including, but not limited to, booths, ancillary music and related uses. This right shall be contingent on TTCS's submission of a sufficient schedule of activities, events, and a complete set of traffic plans thirty (30) days before the Tet Parade event, and the approval by the City Manager or his designee of the same.

TTCS shall provide adequate notice of street closures to all businesses and residences located on or reasonably near street closures no later than January 2, 2020 of the Tet Parade event.

TTCS shall be responsible for the clearing of trash/debris from the route after the Tet Parade event. TTCS shall further be responsible for and agrees to provide proper clean-up of any public parking areas used for the Tet Parade event, except privately-owned parking lots. "Proper clean-up" shall mean the removal from all open, visible grounds litter, lumber, construction materials, debris, and other materials directly or indirectly resulting from the Tet Parade event. In accordance with Section 2 of this Agreement, TTCS shall reimburse CITY for any costs CITY incurs for site clean-up, including but not limited to, special materials, labor, overtime, or damage to event route.

TTCS shall provide adequate trash containers and portable restrooms during the Tet Parade event. Should the City determine that additional or larger trash receptacles are necessary, TTCS shall contract with Garden Grove Disposal to ensure appropriate disposal of all waste generated during the event. Agreements for solid waste disposal shall be subject to approval by City's Risk Management department.

TTCS shall obtain approval in advance from the Garden Grove Police Department for the Tet Parade event route. Such approval shall not be unreasonably withheld.

6. **PARKING.** TTCS shall obtain pre-approval from the Garden Grove Police Department regarding any proposed parking restrictions or modifications in traffic flow during the Tet Parade event. Nothing in this Agreement authorizes TTCS access to parking other than that which is generally available to the public. TTCS shall ensure all of its agents, representatives, officers, volunteers, and participants are aware of, and abide by, all public and private parking restrictions. Should the City determine that there is insufficient parking for the event, TTCS shall arrange for additional parking, including the rental of private lots.

7. **STORMWATER QUALITY BEST MANAGEMENT PRACTICES.** TTCS will use best management practices (BMPs) to prevent or control the discharge of pollutants and minimize non-storm water runoff from the Tet Parade route. BMPs may include structural or non-structural solutions, a schedule of activities, prohibition of practices, maintenance procedures, or other management practices used to prevent or reduce the discharge of pollutants to the City's storm drain system, which include street curbs and gutters.

TTCS shall contact City of Garden Grove Environmental Compliance staff at (714) 741-5375 during office hours for assistance in choosing the appropriate BMPs for the Tet Parade event.

TTCS shall also comply with the Garden Grove Municipal Code, Section 9.18.040.060, pertaining to the waste reduction and recycling for community and special events, and Section 9.18.150.020, pertaining to large venue recycling. If applicable, TTCS shall be responsible for providing CITY with a Waste Reduction and Recycling Plan to ensure secondary containment for proper collection and disposal of fats, oils and grease. The Plan shall include a schedule for when the type of secondary containment used shall be hauled off the Tet Parade route.

8. **FOOD SALES AND VENDING.** All food vendors, including concession stands and food trucks, shall obtain all necessary permits and approvals, including business licenses, Orange County Health Department permits, and the Orange County Fire Authority approvals prior to the Tet Parade event. TTCS shall notify CITY at least thirty (30) days in advance of their intent to have food vendors present at the Tet Parade event, and provide a detailed list of all vendors. CITY shall retain discretion to approve food vendors, including location and time of operation. If applicable, all commercial mobile trailers with food vending equipment, whether or not operated by the owner of said equipment, are required to have a permit from the Orange County Health Department prior to operation on or near Tet Parade event route. TTCS shall make every effort to ensure that required permits have been obtained prior to the Tet Parade event. Any commercial equipment found in operation without the required Orange County Health Department permits shall be closed.

9. **SAFETY COORDINATION.** TTCS shall designate a representative for the coordination of all safety related activities pertaining to electrical and structural matters at the Tet Parade event. This person shall coordinate with the CITY's Building Official during the planning stages and conduct of the Tet Parade event. Structures, including sanitary facilities, must comply with the accessibility requirements of Title 24 of the California Code of Regulations, including those relating to handicap access. TTCS may contact the City of Garden Grove Inspection Request Line, at (714) 741-5332, to request inspections.

10. **SECURITY PLAN.** TTCS shall develop an operation and security plan for Tet Parade operations. This plan for the operation and security of the Tet Parade event shall be submitted to the Chief of Police of CITY for approval no later than fourteen (14) days before the Tet Parade event. TTCS shall obtain the approval of such plan from the Chief of Police, which approval shall not be unreasonably withheld.

11. **PERMITS.** TTCS and Tet Parade participants (including vendors), as described in Section 4 above, shall comply with all applicable laws, and shall obtain and comply with all required permits. It shall be the responsibility of TTCS to obtain, or cause to be obtained, all required permits, including but not limited to, Community Event Permits and Street Closure Permits, except for a Seller's Permit issued by the California Department of Tax and Fee Administration, which shall be obtained by each vendor, organization or group participating in the Tet Parade event, where applicable.

12. **ORANGE COUNTY FIRE AUTHORITY REGULATIONS.** TTCS shall provide to the Orange County Fire Authority all necessary information to determine applicable Fire Code provisions and permits. All Fire Code required permits shall be obtained at least one (1) week prior to the Tet Parade event. TTCS shall comply with all such regulations and conditions imposed by the Orange County Fire Authority.

13. **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 TTCS 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. CITY, by and through the Chief of Police or his designee, retain the right to determine the level of police personnel necessary to ensure the safe execution of the Tet Parade event. In accordance with Section 2 of this Agreement, TTCS shall reimburse CITY for all such police personnel costs.

14. **BUSINESS TAXES.** TTCS shall submit a completed Blanket Business License Tax Application, and provide the City's Business Tax office with a list of all Tet Parade vendors, exhibitors, sponsors, service providers, and food booths at least one (1) month prior to the Tet Parade. TTCS shall submit related Business License Tax Application Payment at least two (2) weeks prior to commencement of the Tet Parade. TTCS shall also ensure that vendors selling sales taxable tangible items have a valid Seller's Permit from the California Department of Tax and Fees Administration displaying a Garden Grove address. If data related to business licenses, seller's permits, and other similar items, is incomplete or unsatisfactory the Business License Tax Certificate will not be issued, and the Tet Parade will be considered in violation of GGMC Title 5, Chapter 5.01, Section 5.01.040(A). Additionally, a field inspection may be required with a minimum of four hours that will be charged at the current hourly rate payable by TTCS, which hourly rate may be adjusted annually as CITY costs increase.

15. **LIABILITY WAIVERS.** TTCS shall require all Tet Parade participants to sign and submit a liability waiver that expressly waives liability against, among others, the City of Garden Grove and its officers, officials, agents, employees, and volunteers. TTCS shall provide to the City of Garden Grove copies of any or all liability waivers within ten (10) days of any request by the City. TTCS shall retain the original waivers for at least two (2) years following the event.

16. **INSURANCE.** TTCS shall ensure that insurance meeting the following requirements and acceptable to the City covering each Tet Parade event is obtained and maintained, and that evidence of all required insurance is provided to the City not less than thirty (30) days prior to the Tet Parade event. No Tet Parade event may be conducted until all certificates and endorsements have been received and approved by the CITY.

A. **Notice of Change or Cancellation.** All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance, as approved by CITY.

B. **Workers Compensation Insurance.** For the duration of each Tet Parade event, TTCS shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable. Each insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.

C. **General Liability Insurance.** For the duration of each Tet Parade event, TTCS shall maintain a policy or policies of commercial general liability insurance in the amount not less than \$5,000,000 per occurrence and \$5,000,000 general aggregate, providing coverage for the acts or omissions of TTCS, its contractors and subcontractors, and each of their respective

officers, employees, agents, and volunteers in conjunction with the conduct or operation of the Tet Parade event (claims made and modified occurrence policies are not acceptable). Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

D. Insurance certificates designating the City of Garden Grove as certificate holder for the commercial general liability policy(ies) required by Subsection B and C, above, shall be provided to CITY. The certificate holder address is as follows:

City of Garden Grove
Attn: Risk Management
11222 Acacia Parkway
Garden Grove, CA 92840

E. An **additional insured endorsement** for **on-going** under the **commercial general liability** policy(ies) required by Subsection C, above, designating the "**City of Garden Grove, its officers, officials, agents, employees, and volunteers**" as additional insureds. (Form CG 20 26 07 04 or equivalent), shall be obtained and provided to CITY, as approved by CITY.

F. All insurance provided to the CITY shall be primary and non-contributory to the CITY's insurance and self-insured retentions. A **primary/non-contributory** endorsement shall be provided as to the "**City of Garden Grove, its officers, officials, agents, employees, and volunteers,**" as approved by CITY.

G. Evidence of automobile liability coverage for all vehicles that will be driven by employees, agents, or volunteers of TTCS or its contractors or subcontractors during the Tet Parade event shall be provided to CITY, as approved by CITY.

H. Claims made and modified occurrence policies shall not be accepted. All insurance carriers must have a minimum A.M. Best Guide Rating of A-, VII or better.

I. TTCS shall ensure that all of its contractors and subcontractors provide the same insurance and endorsements as required of TTCS herein. TTCS shall be responsible to collect and maintain all insurance and endorsements from its respective contractors and subcontractors. TTCS shall provide certified copies of all policies upon CITY's request.

J. All of TTCS's contractors and subcontractors providing work or services in conjunction with the Tet Parade Event shall be required to obtain and maintain the same insurances herein as TTCS. Policy limits may vary depending on the type of work or services performed. TTCS shall be responsible to collect and maintain all insurances from all contractors and subcontractors. Certified copies of policies and copies of certificates and endorsements shall be given to City by TTCS upon request.

If any such contractors or subcontractors' insurance carrier(s) require there be an agreement between the subcontractor and the CITY in order to trigger the additional insured coverage provided for in this section, the subcontractor shall be required to enter into an agreement

with CITY on terms acceptable to CITY. TTCS shall perform all tasks necessary to execute this subsection, including but not limited to, coordination with its contractors.

K. If TTCS or its contractors and/or subcontractors maintains higher insurance limits than the minimums shown above, TTCS or its contractors and/or subcontractors shall provide coverage for the higher insurance limits otherwise maintained by TTCS or its contractors and/or subcontractors.

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

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

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

20. **COMPLIANCE WITH LAW.** TTCS shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments in the performance of Tet Parade-related activities and the performance of this Agreement.

21. **CONFLICT OF INTEREST.** TTCS shall at all times avoid conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

22. **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 TTCS is as follows:
Tap The Chien Si Viet-Nam Cong-Hoa Hai Ngoai
Address PO BOX 1503
GARDEN GROVE, CA 92842
Attn: RICHARD JR. BUI

B. Address of CITY is as follows:	Copy to:
City of Garden Grove	City of Garden Grove
11222 Acacia Parkway	11222 Acacia Parkway
Garden Grove, CA 92840	Garden Grove, CA 92840
Attn: City Manager	Attn: City Attorney

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

24. **LIMITATIONS ON SUBCONTRACTING AND ASSIGNMENT.** The experience, knowledge, capability, and reputation of TTCS, its principals and employees are a substantial inducement for CITY to enter into this Agreement. TTCS shall not assign, sublet, or otherwise transfer its rights or obligations under this Agreement without the prior written consent of CITY. Any attempted assignment, sublet, or transfer made in violation of this provision shall be null and void. If TTCS is permitted to subcontract any part of this Agreement, TTCS 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 execution of the Tet Parade event will be considered agents of TTCS. CITY will deal directly with TTCS.

25. **NON-DISCRIMINATION.** TTCS 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.

26. **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 such entity is bound to the rights and by the obligations set forth in this Agreement by such signature.

27. **INDEMNIFICATION.** To the fullest extent allowed by law, TTCS agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, officials, 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 Tet Parade related activities and the performance of the terms of this Agreement by TTCS, TTCS agents, officers, officials, employees, volunteers, vendors, subcontractors, or independent contractors hired by TTCS. The only exception to TTCS's 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, officials, agents, or employees.

28. **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 TTCS and CITY. Nothing herein prohibits the parties from mutually agreeing to modify any condition contained in this Agreement.

29. **WAIVER.** The waiver of any provision of this Agreement must be in writing by the appropriate authorities of CITY and TTCS.

30. **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.

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

32. **TERMINATION.** CITY shall have the right to terminate this Agreement, without cause, by giving written notice of termination at least sixty (60) days before the Tet Parade event.

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

33. **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.

34. **NON-PROFIT STATUS.** TTCS represents and warrants that it is a charitable non-profit corporation in accordance with Internal Revenue Code Section 501(C)(3). ASSOCIATION shall remain in good standing as such a corporation at all material times herein.

[SIGNATURE PAGE FOLLOWS]

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

CITY OF GARDEN GROVE

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Omar Sandoval, City Attorney

TAP THE CHIEN SI VIET-NAM CONG-HAO HAI NGOAI

By: Richard Buij

By: _____