

AGREEMENT BETWEEN THE COUNTY OF ORANGE AND VIET AMERICA SOCIETY, INC. DISTRICT DISCRETIONARY FUNDING

This Agreement (the “Agreement”) is made and entered into by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County,” and Viet America Society, Inc., a California nonprofit corporation, as “Grantee,” with the County and Grantee referred to as “Party,” or collectively as “Parties.”

Recitals

On September 13, 2022, the Orange County Board of Supervisors authorized the allocation of \$6,900,000 in First District discretionary funds under Government Code section 26227 to be used, among other things, for non-profit organizations that support veterans, provide infrastructure projects, workforce and economic development, education, and arts-related programs; and

Grantee supports veterans, provides infrastructure projects, workforce and economic development, education and arts-related programs. Specifically, Grantee will be providing these services through the design, construction, and maintenance of a Vietnam War Memorial at Mile Square Park; and,

To assist Grantee in its effort to provide the Vietnam War Memorial at Mile Square Park, the Parties have agreed that the County will transfer the Grant Amount described herein to Grantee.

Accordingly, the Parties mutually agree as follows:

1. **TERM OF AGREEMENT.** The term of this Agreement begins on the date when fully executed by the Parties, and terminates on June 30, 2024, or when all the Parties’ obligations under this Agreement are fully satisfied, whichever occurs earlier.
2. **PAYMENT AND USE OF GRANT AMOUNT.**
 - a. The County will issue a one-time contribution to the Grantee of \$1,000,000 (“Grant Amount”) within 10 business days of the full execution of this Agreement. It is understood that the County makes no commitment to fund this Agreement beyond the terms set forth herein.
 - b. All of Grantee’s expenditures of the Grant Amount must be for costs associated with the design, construction, and maintenance of the Vietnam War Memorial at Mile Square Park.
 - c. Grantee must utilize the Grant Amount in accordance with all applicable Federal, State, and local laws and regulations, including labor, wages, hours, and other conditions of employment. Grantee must comply with

new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

d. None of the funds, materials, property, or services provided directly or indirectly under this Agreement may be used for any political activity, or to further the election or defeat of any candidate for public office. Funds provided under this Agreement may not be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided under this Agreement may be used for inherently religious activities such as worship, religious instruction, or proselytization.

3. **COMPLIANCE WITH GRANT REQUIREMENTS.** The Grant Amount must be used solely for the purposes identified in Paragraph 2 of this Agreement. Grantee shall immediately return to the County any funds Grantee has used in a manner that is inconsistent with Paragraph 2 of this Agreement. Grantee shall return to the County by July 31, 2026, any funds Grantee has not used by June 30, 2026. The provisions of this paragraph shall survive termination of this Agreement.
4. **CERTIFICATION.** Grantee hereby certifies that the following statements and responses are true:
 - a. The Grantee is an organization whose mission includes serving the Orange County community in healthcare, housing assistance, workforce development, education, arts, childcare, infrastructure projects, or meal gap programs.
 - b. The Grantee will use the Grant Amount for eligible expenses as described in Paragraph 2 above.
5. **RECORDS MAINTENANCE.** Grantee shall maintain records in their original form in accordance with requirements prescribed by the County with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period of four years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. Records, in their original form pertaining to matters covered by this Agreement, must be retained within Orange County unless the County authorizes in writing their removal from Orange County.
6. **RECORDS INSPECTION.** At any time during normal business hours and as often the County may deem necessary, Grantee must make available for examination all its records with respect to all matters covered by this Agreement. The County has the authority to audit, examine and make excerpts or transcripts from records, including all Grantee's invoices, materials,

payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Grantee agrees to provide any reports requested by the County regarding performance of this Agreement. With respect to inspection of Grantee's records, the County may require that Grantee provide supporting documentation to substantiate Grantee's expenses with respect to the Grantee's use or expenditure of monies provided by the County to the Grantee under this Agreement.

7. **FINAL REPORT.** Upon the earlier of Grantee's use of the entirety of the Grant Amount or June 30, 3026, Grantee shall provide a report to the County that shall identify the expenses paid from the Grant Amount. The Grantee shall provide a certification signed by its President that the statements contained in the report are true and that the expenditures described in the report comply with the uses permitted under Paragraph 2. Grantee shall maintain supporting documentation for the report consistent with the requirements of Paragraph 5.
8. **INDEPENDENT CONTRACTOR.** The Grantee shall be considered an independent contractor and neither the Grantee, its employees, nor anyone working under the Grantee shall be considered an agent or an employee of County. Neither the Grantee, its employees, nor anyone working under the Grantee shall qualify for workers' compensation or other fringe benefits of any kind through County.
9. **PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS.** Grantee shall be responsible for obtaining all permits, licenses, and approvals required for performing any work under this Agreement. Grantee shall be responsible for observing and complying with any applicable Federal, State, or local laws, or rules or regulations affecting any such work. Grantee shall provide copies of permits and approvals to the County upon request.
10. **CONFLICT OF INTEREST.** The Grantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Grantee, the Grantee's employees, agents, and subcontractors. The Grantee's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
11. **INDEMNITY.** The Grantee shall indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees and agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board harmless from any claims, demands, or liability of any kind or nature, including personal injury or property damage, arising from or related to the Grantee's receipt of the Grant

Amount under this Agreement. The provisions of this paragraph shall survive the termination of this Agreement.

13. **TERMINATION.** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Agreement without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Grantee. Exercise by County of its right to terminate the Agreement shall relieve County of all further obligation.
14. **NOTICES.** All notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Grantee:

Peter Pham, President
8907 Warner Ave., Suite 135
Huntington Beach, CA 92647
vietamericasociety@gmail.com
(714) 721-9845

County:

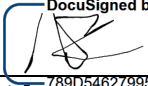
Oana Cosma, County Budget & Finance Office
400 W. Civic Center Dr., 5th Floor
Santa Ana, CA 92701-4062
Oana.Cosma@ocgov.com
(714) 834-7410

15. **DEFAULTS.** Should either Party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching Party reserves the right to terminate the Agreement.
16. **ATTORNEY FEES.** In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear its own attorney's fees, costs, and expenses.
17. **ENTIRE CONTRACT:** This Agreement contains the entire contract between the Parties with respect to the matters herein, and there are no restrictions,

promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes, or revisions are valid or binding on the parties unless authorized by the Parties in writing.

- 18. AMENDMENTS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes, or revisions are valid or binding on County unless authorized by County in writing.
- 19. SIGNATURES. Separate copies of this Agreement may be signed by each of the Parties, and this Agreement will have the same force and effect as if the original had been signed by all the Parties. An electronic signature or electronic record of this Agreement or any amendment thereto shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or any amendment thereto.

The Parties hereto have executed this Agreement on the day and year dated below.

BY:  DATED: 9/27/2023
DocuSigned by: 789D5462799548C...
 Peter Pham, President
 Viet America Society, Inc.

BY:  DATED: 10/5/2023
DocuSigned by: BDBA88A3CBB747A...
 Helen Hernandez, Deputy Purchasing Agent
 County Procurement Office
 County of Orange, California

APPROVED AS TO FORM:
Office of the County Counsel
County of Orange, California

BY: 
DocuSigned by: 6026E89386254F6...
 Chief Assistant

DATED: 9/27/2023