

**REQUEST FOR PROPOSALS
(RFP)**

Housing Relocation Services



City of Garden Grove
Economic Development and Housing Department
11222 Acacia Parkway, Garden Grove, CA 92840

Proposals Due

Friday, June 20, 2025 at 4:00 pm

I. Introduction

A. General Information

The City of Garden Grove ("City") is soliciting proposals from qualified organizations with demonstrated expertise in housing relocation services.

The City is seeking proposals from organizations with proven experience in providing such services. Failure to achieve contracted goals and comply with contract provisions will lead to potential de-obligation and termination of funds, so that the City may reassign the funds to providers that can more effectively address the community's priority needs.

B. Term of Agreement

The term of the agreement is from July 1, 2025 through June 30, 2026 with the option to extend for subsequent years based on satisfactory performance.

C. Instructions to Proposers

1. Submission of Proposals

All proposals shall be submitted to:

City of Garden Grove
Office of Economic Development
11222 Acacia Parkway
Garden Grove, CA 92840
Attn: Tim Throne

2. Submission Instructions

Proposers shall submit five (5) complete hard copies of their proposal, and one additional copy on the City's RFP Submission portal at <https://ggcity.org/neighborhood-improvement/housing-relocation-services>

All five (5) copies of the proposal must include a signed cover letter and be mailed/ delivered to the City. This cover letter must include a declaration that the only person, persons, company, or parties interested in the proposal as principals are named herein; that the proposal is made without collusion with any other person, persons, company, or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud, and that the signer has full authority to bind the Proposer. It must also include an email address and contact information for the signer.

3. Clarifications to RFP

Clarifications or substantive changes to the RFP specifications, if any, made or issued prior to the proposal submission due date will be disseminated to all interested parties.

4. Examination of Proposal Documents

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

- a) Have carefully read and fully understand the information that was provided by the City to serve as the basis for submission of this proposal.
- b) Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- c) Represent that all information contained in the proposal is true and correct.
- d) Did not, in any way, collude; conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.
- e) Acknowledge that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the City permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition. The City shall not be responsible for, nor be bound by, any oral instructions, interpretations or explanations issued by the City or its representatives.

The City reserves the right to accept or reject any and all proposals, to waive any irregularities in any proposal process, and to make an award of contract in any manner in which the City, acting in the sole and exclusive exercise of its discretion, deems to be in the City's best interest. The award of the contract will not necessarily be made to the firm offering the lowest price.

At the option of the City, finalists may be selected for a final round of negotiations; however, Proposers are encouraged to present their best offers with their initial submission.

5. Questions regarding Proposal

All questions regarding this RFP should be directed to Tim Throne, Project Manager at timothyt@ggcity.org no later than **June 12, 2025**. Questions and responses affecting the RFP will be disseminated to all interested parties by **June 16, 2025**.

6. Public Records Act

Responses to this RFP become the exclusive property of the City and subject to the California Public Records Act. Those elements in each proposal which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure. The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. Proposers which indiscriminately identify all or most of their proposal as exempt from disclosure without justification may be deemed non-responsive. In the event the CITY is required to defend an action on a Public Records Act request for any of the contents of a proposal marked "confidential", "proprietary", or "trade secret", Proposer agrees, upon submission of its proposal for City's consideration, to defend and indemnify the City from all costs and expenses, including attorney's fees, in any action or liability arising under the Public Records Act.

D. Attachments

The attachments below are included with this RFP for your review and/or submittal:

1. Sample Professional Services Agreement, including Specifications of the City's Insurance Requirements.

E. Deadline for Submittal is Friday, June 20, 2025 at 4:00 pm. All five (5) hard copies and the electronic copy of the proposal needs to be submitted by the deadline to be considered.

II. Scope of Services

The selected agency shall be responsible for performing, at minimum, the following services:

Relocation Planning and Advisory Services

- Prepare and implement relocation plans for designated project sites, in consultation with the City.
- Determine eligibility of residents for relocation assistance.
- Notify occupants of their rights under applicable relocation laws and programs.
- Provide translation or interpretation services, if needed.

Resident Needs Assessment

- Conduct in-person or virtual interviews with affected households.
- Document household demographics, income, special needs, and housing preferences.

- Identify barriers to relocation (e.g., credit issues, immigration status, disability).

Housing Search and Placement

- Assist households in identifying, inspecting, and securing comparable replacement housing.
- Coordinate with landlords, property managers, and housing authorities.
- Provide transportation for housing searches if needed.

Financial Assistance Administration

- Calculate moving costs and replacement housing payments in accordance with Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and California Relocation Assistance Act (CRAA).
- Prepare and process all payment claims for eligible expenses.
- Coordinate directly with City Staff for disbursements.

Move Coordination

- Assist residents with scheduling and executing the physical move.
- Offer packing/unpacking assistance or referrals to moving companies.
- Address any special accommodation needs for seniors or persons with disabilities.

Documentation and Reporting

- Maintain detailed case files for each household.
- Provide regular status reports to City staff.
- Document all services provided and communications with residents.

III. Budget

Consultant shall provide an Hourly Fee Schedule as it relates to work in the Public Sector. Final funding amounts will be determined when drafting the Professional Services Agreement.

IV. Information to be Submitted:

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted.

All proposals shall address the following items in the order listed:

1. Proposal Summary

This section shall discuss the highlights, key features and distinguishing points of the proposal.

2. Profile of the firm

This section shall include a brief description of the Proposer's firm including size, structure, capacity and resources.

3. Qualifications

This section shall include a description of qualifications, the qualifications of those assigned to the project and experience in housing relocation services, including experience working with the City or other public agencies. This section shall include references with contact information.

4. Work Plan

This section shall present a proposed service plan and timeline, including significant tasks and subtasks that support housing relocation objectives and work requirements.

5. Proposal Costs

This section shall present the fee information for providing the services required. Include all potential costs or other price information contained in a possible agreement with the City.

6. Compliance and Potential Conflicts

Audit or investigation. Has your firm been audited or investigated by any regulatory agency within the past five (5) years? If yes, discuss the outcome of the audit or investigation and any changes that were made as a result.

Litigation or proceedings. Please list all lawsuits or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five (5) years or (b) any type of project where claims or settlements were paid by the Contractor or its insurers within the past five (5) years.

Conflict of Interest. Describe in detail any potential conflicts of interest your firm may have in regards to this engagement.

Exceptions. The Proposer is expected to agree with the form of the contract and its terms and conditions (Attachment 1). However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate document included with its response to this RFP. The City is under no obligation to entertain or accept any such specific exceptions. Failure to raise issues at the

time of Proposal submission shall preclude the raising of such issues at a later time.

V. Review and Selection Process

Proposals will be evaluated to determine the extent to which the firm's proposal meets the needs of the City. The following point values will be used for evaluation purposes:

<u>Criteria</u>	<u>Points</u>
Quality and completeness of proposal;	20
Qualifications and experience (staff, complexity of projects, etc.);	30
Budget;	30
Ability to perform the work in the time specified; and	10
Prior record of performance with other governmental agencies.	10
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TOTAL POSSIBLE POINTS	100

ATTACHMENT 1

**PROFESSIONAL SERVICES
AGREEMENT**

[CONSULTANT]

THIS PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL RELOCATION SERVICES (the "Agreement"), is made and entered into as of _____, 2025 by and between the **CITY OF GARDEN GROVE**, a municipal corporation of the State of California, (the "City"), and **[CONSULTANT]**, a _____ corporation (the "Consultant").

RECITALS

The following recitals are a substantive part of this Agreement:

- A. This Agreement is entered into pursuant to Garden Grove City Council Resolution No. 9212-14 (January 28, 2014).
- B. CITY desires to utilize the services of CONSULTANT to Provide Professional Relocation Services.
- C. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the City and Consultant agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide relocation assistance services all as specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference (the "services" or "work"). Consultant warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws

of the City of Garden Grove and any Federal, State or local governmental agency of competent jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this Agreement.

1.5 Additional Services. In accordance with the terms and conditions of this Agreement, the Consultant shall perform services in addition to those specified in the Scope of Services (Exhibit "A") when directed to do so by the Contract Officer in writing, provided that Consultant shall not be required to perform any additional services without compensation.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Consultant shall be compensated in accordance with the "Rate Schedule" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount of _____ dollars (\$_____) per year (the "Contract Sum"), except as provided in Section 1.5. The method of compensation set forth in the Rate Schedule may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the services, payment for time and materials based upon the Consultant's rates as specified in Exhibit "B", but not exceeding the Contract Sum, or such other methods as may be specified in the Rate Schedule (Exhibit "B"). Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Rate Schedule (Exhibit "B").

2.2 Method of Payment. Any month in which Consultant wishes to receive payment, Consultant shall submit to the City no later than the tenth (10th) working day of such month, in the form approved by the Contract Officer, an invoice for services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the services provided, including time and materials, and (2) indicate the total expenditures to date. Such invoice shall contain a certification by a principal member of Consultant specifying that the payment requested is for work performed in accordance with the terms of this Agreement. The Consultant may retain the same due hereunder from program income received by Consultant.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed in a timely and diligent manner.

3.3 Force Majeure. The time period specified in the Schedule of Performance (Exhibit "D") for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, fires, earthquake, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental City other than City, and unusually severe weather, if the Consultant shall within (10) days of the commencement of such delay notify the Contracting Officer in writing of the causes of the delay. The Contracting Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the forced delay when and if in his/her judgment such delay is justified, and the Contracting Officer's determination shall be final and conclusive upon the parties to this Agreement.

3.4. Term. Unless earlier terminated in accordance with Section 7.7 of this Agreement, this Agreement shall continue in full force and effect for one year, and may be annually renewed for additional one-year terms by mutual written agreement of the Parties executed by the City Manager on behalf of the City prior to the end of each one-year term.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. **[NAME]** is the principal of Consultant hereby designated as being the representative of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal was a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. Consultant may not change the foregoing principal and no other personnel may be assigned to perform the services required hereunder without the express written approval of City.

4.2 Contract Officer. The Contract Officer shall be **Neighborhood Improvement Manager** or such other person, as may be designated in writing by the Economic Development and Housing Department Director of the City. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into the Agreement. Therefore,

Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent Consultant of City and shall remain at all times as to City a wholly independent Consultant with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

4.5 City Cooperation. The City shall provide Consultant with any plan, publication, report, statistics, records or other data or information pertinent to services to be performed hereunder which are reasonably available to the City. The City shall additionally provide Consultant staff assistance and shall take prompt and appropriate action when it will assist in ensuring and timely performance by Consultant hereunder.

5.0 INSURANCE AND INDEMNIFICATION.

5.1 Insurance.

(a) Commencement of Work. Consultant shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the City. 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 and provide a Waiver of Subrogation in favor of the City.

(b) Workers Compensation Insurance. During the duration of this Agreement, Consultant shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.

(c) Insurance Amounts. Consultant shall maintain the following insurance for the duration of this Agreement:

(1) Commercial general liability in an amount not less than \$2,000,000 per occurrence (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

(2) Automobile liability in an amount not less than \$1,000,000 combined single limit (claims made and modified occurrence policies are not acceptable);

Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

(3) Professional liability in an amount not less than \$2,000,000. Insurance companies must be admitted and licensed In California and have an AM Best's Guide Rating of A Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

(4) Commercial Crime Policy in an amount not less than \$1,000,000 and sufficient to protect Agreement Assets from loss due to employee theft; forgery and alteration; theft, disappearance and destruction – inside and outside; and computer fraud (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. Coverage must be called out on the insurance certificate.

(d) Additional Insurance Provisions.

(1) An On-Going and Completed Operations Additional Insured Endorsement for the policy under section 5.1(c)(1) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the Consultant. An Additional Insured Endorsement for the policy under section 5.1(c)(2) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the Consultant. Consultant shall provide to the City proof of insurance and endorsement forms that conform to the City's requirements, as approved by the City.

(2) A Loss Payee Endorsement for commercial crime policies under section 5.1(c)(4) shall designate the City of Garden Grove as loss payee due to employee theft; forgery and alteration; disappearance and destruction – inside and outside; computer fraud, and any other losses covered by the commercial crime policy.

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

If Consultant maintains higher insurance limits than the minimums shown above, Consultant shall provide coverage for the higher insurance limits otherwise maintained by the Consultant.

5.2 Indemnification. The Consultant shall defend, indemnify and hold harmless the City, its officers, employees, representatives and agents, from and against any and all actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys' fees, for injury to or death of person(s), for damage to property (including property owned by the City) and for errors and omissions committed by Consultant, its officers, anyone directly or indirectly employed by Consultant, any subcontractor and agents or anyone for whose acts any of them may be liable, arising directly or indirectly out of or related to Consultant's performance under this Agreement, except to the extent of such loss as may be caused by City's own active negligence, sole negligence or willful misconduct, or that of its officers or employees.

5.3 Remedies. In addition to any other remedies the City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to there extent and within the time herein required, the City may, at its sole option:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement.
- b. Order the Consultant to stop work under this Agreement and/or withhold any payments) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.
- c. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to any other remedies the City may have and are not the exclusive remedies for Consultant's failure to maintain or secure appropriate policies or endorsements. Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its sub Consultants' performance of work under this Agreement.

6.0 RECORDS AND REPORTS.

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require, including records indicating source and amounts of repayments, interest, and other return of investment of loan funds.

6.2 Records. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the cost and the performance of such services. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The Contract Officer shall very full and free

access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records. These records shall be retained for three (3) years after the expiration of this Agreement, except for the following: If any litigation, claim, negotiation, audit or other action has been commenced before the expiration of such three (3) year period, the records shall be retained until disposition of such action and resolution of all issues which arise from it.

6.3 Ownership of Documents. Originals of all reports, records, documents and other materials, whether in hard copy or electronic form, which are prepared by Consultant, its employees, sub Consultants and agents in the performance of this Agreement, shall be the property of City and shall be delivered to City upon the termination of this Agreement or upon the earlier request of the Contract Officer, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied herein. Consultant shall cause all subcontractors to assign to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages suffered thereby.

6.4 Release of Documents. The reports, records, documents and other material prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer or as required by law. Consultant shall not disclose to any other private entity or person any information regarding the activities of the City, except as required by law or as authorized by the City.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Consultant covenants and agree to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer; provided that if the default is an immediate danger to the health, safety and general welfare, the City may take such immediate action as the City deems warranted. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal

action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 7.7.

7.3 Retention of Funds. City may withhold from any monies payable to Consultant sufficient funds to compensate City for any losses, costs, liabilities or damages it reasonably believes were suffered by City due to the default of Consultant in the performance of the services required by this Agreement.

7.4 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Consultant requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver or either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Termination Prior To Expiration Of Term. This Section shall govern any termination of this Agreement, except as specifically provided in the following Section 7.8 for termination for cause. Either party may terminate this Agreement at any time, (i) without cause, upon ninety (90) days' written notice to the other party, or (ii) upon the default of the other party, upon thirty (30) days' written notice to the party alleged to be in default hereunder. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services satisfactorily rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Rate Schedule (Exhibit "B") or such as may be approved by the Contract Officer, except as provided in Section 7.3.

7.8 Termination For Default Of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder

exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of setoff or partial payment of the amounts owed the City as previously stated in Section 7.3.

7.9 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party.

8.0 OFFICERS AND EMPLOYEES: NON-DISCRIMINATION.

8.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest. No officer or employee of the City shall have any personal interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice, demand, request, consent, approval, communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section 9.1.

To City:

THE CITY OF GARDEN GROVE

11222 Acacia Parkway

Garden Grove, California 92840

Attention: Neighborhood Improvement Division

To Consultant:

9.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and all previous understandings, negotiations and agreements are integrated into and superseded by this Agreement.

9.3 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing signed by both parties.

9.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not effect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

9.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

9.6 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

THE CITY OF GARDEN GROVE, a municipal corporation

By: _____
Its: City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
City Attorney

[CONSULTANT],
A _____ Corporation

By: _____
Its: _____

By: _____
Its: _____

If CONSULTANT is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, a Statement of Partnership must be submitted to the City.

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"

FEE SCHEDULE

Not to exceed \$_____ per year