

CONSULTANT SERVICES
AGREEMENT

CLARITY OF PLACE

THIS AGREEMENT FOR CONSULTANT SERVICES (the "Agreement"), is made and entered into as of September 1st, 2025, by and between the **CITY OF GARDEN GROVE**, a municipal corporation of the State of California, (the "City"), and Clarity of Place, Inc. (the "Consultant").

RECITALS

A. The City has entered into a Memorandum of Understanding ("MOU") by and among the Cities of Fountain Valley, a municipal corporation ("FV"), Santa Ana a charter city and municipal corporation ("SNA"), and itself (collectively, the "Parties") to further regional collaboration to support economic revitalization, job creation, and cultural preservation of Vietnamese-American communities within their jurisdictions. The MOU, in part, establishes the ability for the City to enter into contracts on behalf of the Parties to further such actions.

B. 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. The funding was awarded, in part, to enhance cultural tourism by analyzing and crafting a market assessment/ study for Little Saigon.

C. The City and Consultant desire by this Agreement for Consultant to provide services as follows; 1) Cultural Visitor Profile, 2) Tourism Infrastructure Inventory, 3) Comparative Analysis, 4) Economic Opportunity Forecast, 5) Stakeholder Engagement, and 6) Digital and Marketing Assessment (collectively, "Destination Opportunity Assessment"). In addition, Consultant will prepare recommendations based on the outputs of the Destination Marketing Assessment.

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 services related to the preparation of a Destination Opportunity Assessment as more particularly described 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 or bid, if any, 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 Familiarity with Work. By executing this Agreement, Consultant warrants that (a) it has thoroughly investigated and considered the work to be performed, (b) it has carefully considered how the work should be performed, and (c) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should the Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by the City, it shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (as defined in Section 4.2 hereof).

1.6 Care of Work. The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers and other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence. The performance of services by Consultant shall not relieve Consultant from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the City, when such inaccuracies are due to the negligence of Consultant.

1.7 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 "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not

exceeding the maximum contract amount of Ninety Five Thousand dollars (\$95,000.00) (the "Contract Sum"), except as provided in Section 1.7. The method of compensation set forth in the Schedule of Compensation 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 Schedule of Compensation (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 Schedule of Compensation (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 fifteenth (15th) 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 "C") 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 until March 31, 2026 and may be renewed for an additional six-month term by mutual written agreement of the Parties executed by the City Manager on behalf of the City prior to March 31, 2026.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. David Holder, Principal, 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 the Assistant City Manager/ Director of Economic Development and Housing or such other person, as may be designated in writing by the Assistant City Manager/ Director of Economic Development and Housing. 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 \$1,000,000.00 per occurrence. Claims made and modified occurrence policies are not acceptable. Insurance companies must be acceptable to the City and have a Best's Guide Rating of A- Class VII or better, as approved by the City.

(2) Automobile liability in an amount not less than \$1,000,000.00 per occurrence. Insurance companies must be acceptable to the City and have a Best's Guide Rating of A- Class VII or better, as approved by the City.

(3) Professional liability in an amount not less than \$1,000,000.00 per occurrence. Insurance companies must be acceptable to the City and have a Best's Guide Rating of A-Class VII or better, as approved by the City.

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.

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 sub Consultant 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, such as Cultural Visitor Profile, Tourism Infrastructure Inventory, Comparative Analysis, Economic Opportunity Forecast, Stakeholder Survey Results, Digital and Marketing Assessment, and Recommendations and Coordination for Implementation.

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 have 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 drawings, specifications, 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 sub Consultants 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 drawings, specifications, 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 rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation (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, martial 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: **Ursula Luna-Reynosa**

To Consultant:

CLARITY OF PLACE, INC.

4030 Easton Station, Suite 300

Columbus, OH 43219

Attention: **David Holder**

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 affect 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.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT "A"

SCOPE OF SERVICES



August 22, 2025

Exhibit A – Scope of Work for Little Saigon Destination Opportunity Assessment

This scope of work for **Clarity of Place, Inc** ("Clarity"), based in Columbus, Ohio, covers the approach proposed to provide professional services to the **City of Garden Grove** ("Client") for the purpose of analyzing and crafting a Destination Opportunity Assessment for the Little Saigon district as a premier destination for both daytrip and overnight cultural travelers.

Project Overview

Clarity will provide our client-centered, data-driven approach to help the City of Garden Grove develop market research to facilitate investment in and promotion of Little Saigon as a cultural district and destination. This project examines the cultural and commercial opportunities that make Little Saigon, the largest Vietnamese community outside of Vietnam, a vibrant destination through its markets, cuisine, cultural celebrations, events, and media. The process will examine market research on the Orange County cultural visitor, demographic and economic profiles compiled by Cal State Fullerton, destination assets and infrastructure including experiences, comparative concentrated cultural districts in other cities, economic opportunity projections, stakeholder input, and marketing presence to establish strategic recommendations for the direction of the district as a distinctive destination. The findings and resulting recommendations that emerge from this Destination Opportunity Assessment will help the District and its municipal partner, the City of Garden Grove, target and pursue grant funding and outside investors to further enhance the development and appeal of this alluring cultural district to attract and service more visitors and drive economic impact.

Clarity, collaborating with our parent firm, Longwoods International ("Longwoods"), would approach the destination opportunity assessment scope of work in six phases and provide biweekly updates with City leadership on progress and next steps. The six phases consist of the following:

- I. Cultural Visitor Profile**
- II. Tourism Infrastructure Inventory**
- III. Comparative Analysis**
- IV. Economic Opportunity Forecast**
- V. Stakeholder Engagement**
- VI. Digital and Marketing Assessment**

In addition to the assessment phases, the Clarity process includes a step entitled **Recommendations and Coordination for Implementation** to help the assessment outcomes be translated into recommendations and coordinated handoffs with other key vendors also assigned to help elevate Little Saigon's presence as a destination.

Clarity has proven experience with conducting destination opportunity assessments for cities across the United States. Each of the following phases of Clarity's process is detailed to provide clear understanding of how each step will contribute to the buildout of the Little Saigon Destination Opportunity Assessment:

Phase I. Cultural Visitor Profile

Begun in 1990, Longwoods Travel USA® is a multi-client visitor research program surveying American travel habits. Travel USA® is the largest and longest on-going syndicated study of American domestic leisure and business overnight and day trips, with an average annual sample of approximately 250,000 trips. This ongoing study is conducted quarterly employing an online platform. A representative sample of respondents is selected and invited to participate in the research. The panel is geographically and demographically balanced to U.S. Census targets to provide an accurate picture of today's marketplace and to ensure projectability to the U.S. population.

Using data from Travel USA® study results, Longwoods International will develop a comprehensive visitor profile specifically of overnight and day-trip travelers to Orange County who engaged in cultural activities during 2024. This analysis will focus on travelers whose trip to Orange County included one or more of the following:

- **Activities of special interest:** Cultural activities/attractions, historic places, sites, or landmarks, and exceptional culinary experiences
- **Dining activities:** Unique or locally distinctive food
- **Main trip purpose:** Touring a region to experience its scenic beauty, history, and culture
- **Cultural activities:** Visiting a landmark or historic site

In addition to the full Orange County cultural visitor profiles for overnight and day trip visitors, Longwoods will provide estimates of visitor volume and associated expenditures for cultural travelers to the county.

Phase Outcome

The Orange County cultural visitor profile, both overnight and daytrip, will provide insights on what cultural visitors do while in Orange County, their "home" or place of origin for their trips, and their level of satisfaction with the overall visitor experience. The analysis results will provide a demographic profile of cultural visitors to the area and average length of stay.

Clarity will compare the Orange County cultural visitor profile with the results of the Cal State Fullerton's Woods Center for Economic Analysis & Forecasting inaugural report, *Little Saigon, Orange County: A Demographic and Economic Profile*, to understand similarities and differences between the district's populace and its potential visitors. This information will provide valuable insights into the potential cultural traveler market that could be targeted through future marketing and product development in Little Saigon.

Cost of Phase: \$34,500

Timeline: September through October 2025

Phase II. Tourism Infrastructure Inventory

We will collaborate with the City of Garden Grove and its partners to gather the data needed for a comprehensive understanding of Little Saigon's tourism infrastructure and assets. Given Little Saigon's significance as a dynamic cultural and commercial hub that spans multiple jurisdictions, we will perform an in-depth analysis of the existing visitor-facing assets and their ability to support enhanced cultural tourism. If the participating cities do not have the required data, we will work with local leadership to identify suitable proxy datasets, locate partners who may possess the necessary information, or compile the data needed.

Task 1: Cultural Landmarks Assessment

To augment data provided by the City of Garden Grove, we will assemble comprehensive inventories of Little Saigon's cultural assets, including temples, museums, art centers, community centers, and cultural institutions. We consider Little Saigon's destination assets as a subset of the area's overall cultural significance and a key component of what makes the district a compelling, competitive, and vibrant place to experience Vietnamese-American heritage.

These assets either serve as the primary reason and motivation for cultural tourism visits to Little Saigon or complement other attractions, offering additional experiences for visitors already in Orange County for different reasons—serving as indirect demand drivers.

Task 2: Accommodations and Transportation Analysis

Given Little Saigon's position within the greater Orange County tourism ecosystem, we will assess the current lodging supply near the cultural district, including hotels, motels, and short-term rental options. Additionally, we will evaluate group accommodation capacity, tour bus accessibility, and circulation patterns that support organized cultural tourism. This analysis will extend to public transit connections and multi-modal transportation options that enhance visitor access to the district's cultural offerings.

Task 3: Wayfinding and Accessibility Evaluation

Recognizing the importance of seamless visitor navigation and inclusive access, we will evaluate the current state of bilingual signage throughout Little Saigon, assessing both directional wayfinding and interpretive elements that enhance the cultural experience. This assessment will include pedestrian infrastructure evaluation, sidewalk conditions, crosswalk safety, and ADA compliance throughout the district. We will also assess public spaces, gathering areas, and their capacity to accommodate cultural programming and visitor engagement.

Phase Outcome

By overlaying existing cultural assets onto the area's hospitality infrastructure and accessibility, we will gain a deeper understanding of the physical elements needed to address any gaps in offerings that could affect Little Saigon's competitiveness as a cultural destination.

The outcome of these tasks will be a thorough, data-driven infrastructure inventory that provides Little Saigon's stakeholders with a clear, comprehensive understanding of the current tourism assets, including strengths, gaps, and development opportunities.

Cost of Phase: \$13,000

Timeline: September through November 2025

Phase III. Comparative Analysis

Attracting cultural tourists to a destination is a competitive endeavor. Heritage visitors have a wide variety of options for where to spend their time and money, and cultural districts must clearly articulate their unique offerings to distinct visitor segments. Little Saigon's success will rely on differentiating its cultural tourism experience from other ethnic enclaves and cultural districts with which it competes, while leveraging best practices from successful peer destinations.

Task 1: Peer Destination Assessment

The comparative analysis will benchmark Little Saigon against three established cultural districts: Little Italy (San Diego), Olvera Street (Los Angeles), and Japantown (San Francisco/San Jose). We will employ high-level assessments of each peer destination's cultural programming, culinary offerings, heritage interpretation, infrastructure development, and marketing approaches. This analysis will evaluate how each destination has successfully positioned itself within its respective region's tourism landscape.

Task 2: Comparative Infrastructure and Accessibility Analysis

The comparative study will examine how peer destinations have addressed infrastructure challenges, including parking and transportation access, wayfinding and visitor information systems, pedestrian circulation and safety, and accommodation of tour groups and organized visits. We will assess innovative solutions implemented by comparable districts and evaluate their applicability to Little Saigon's unique context.

Phase Outcome

We will synthesize findings into an analysis of Little Saigon's competitive position relative to comparable cultural districts. This analysis will highlight Little Saigon's unique differentiators while identifying opportunities to enhance competitiveness through strategic infrastructure investments, programming development, and collaborative marketing initiatives.

Cost of Phase: \$7,500

Timeline: November through December 2025

Phase IV. Economic Opportunity Forecast

To provide context for the economic impact potential of enhanced tourism investment in Little Saigon, Clarity will leverage IMPLAN data to forecast the potential for economic growth across other key sectors in the area. Drawing on the foundational data from the Cal State Fullerton Woods Center study and supplementing with primary research and industry benchmarks, we will model realistic scenarios for economic growth based on different levels of strategic investment and development.

Task 1: Sector-Specific Economic Impact Modeling

Using county-level data for Orange County and the IMPLAN economic modeling system, we will assess how enhanced cultural tourism could impact key sectors, including retail establishments, restaurants and food services, hospitality and accommodations, transportation and tour services, and cultural and creative industries. We will analyze both direct economic impacts from increased visitor spending and indirect effects through supply chain activity and induced impacts from increased household income circulation within the local economy.

Task 2: Fiscal Impact Analysis

The economic modeling will project potential increases in local tax revenues, including sales tax generation, transient occupancy tax (where applicable), business license fees, and property tax impacts from increased commercial activity. We will also assess the potential for tourism-related economic activity to support broader community development goals, including infrastructure improvements, cultural preservation initiatives, and community programming that benefit both visitors and residents.

Phase Outcome

The economic opportunity forecast will deliver user-friendly projections with clear visualizations. The analysis will provide evidence for the economic potential of enhanced tourism investment while offering realistic expectations for different development approaches. This work will directly support grant applications, public-private partnership development, and long-term strategic planning for Little Saigon as a cultural tourism destination.

Cost of Phase: \$12,500

Timeline: September through December 2025

Phase V. Stakeholder Engagement

Destinations are reflections of their community's future vision and goals. Little Saigon's public and private tourism stakeholders provide the backbone of the destination's marketplace, as well as providing the support—both financial and tacit—to deliver the district's future destination development initiatives. Engagement with stakeholders and tourism partners creates a framework for building a shared vision for destination direction, while establishing priorities that address the needs and opportunities to both enhance

current product offerings and focus the programs and operations of the future business improvement district.

Destination direction requires the establishment of a shared vision across the community to shape the direction. To build this vision, we will need to meet face-to-face with key destination and community stakeholders to understand opportunities and needs that can be translated into tourism impacts.

Task 1: Community Engagement

Time spent with Little Saigon's community stakeholders within in-person small group discussions will produce a variety of high-level options for destination direction that can be translated into a shared vision for new destination marketing, visitor management, and product development initiatives. We will work with City of Garden Grove and Little Saigon leadership to identify key stakeholders to get involved in this process.

These individuals should include stakeholders who are able to provide perspectives on the district's destination product mix and potential new opportunities to improve economic development, cultural preservation, and tourism growth – positioning Little Saigon as a flagship destination for Vietnamese-American culture in California. We anticipate that we will hold four visioning sessions to ensure we solicit input from a range of stakeholders, including local business owners, cultural organizations, nonprofit leaders, Vietnamese-American community leaders, City of Garden Grove tourism boards, area chambers of commerce, and other needed economic development or transportation planning entities.

During these conversations, we will explore destination development options that better support individual business needs while also evaluating potential strategies for a shared vision of Little Saigon's future direction in destination development and marketing.

For those key members whose schedule will not allow focus group attendance, we will arrange up to ten one-on-one interviews either through phone calls or Zoom meetings.

Task 2: Stakeholder Survey

Recognizing that the perspectives of Little Saigon's stakeholders who are not part of the above sessions are also invaluable, we will deploy a user-friendly online survey to solicit similar input on the priorities and future vision options gathered through the visioning sessions. This instrument will allow us to quantify the overall vision for Little Saigon's future and insights into the impact and importance of destination development options. We will request assistance from the City of Garden Grove to both translate a version of the survey into Vietnamese and distribute both surveys to the needed potential respondents across the Little Saigon district.

Clarity will compile notes and takeaways from both the community engagement input and the stakeholder survey results to guide the recommendations.

Cost of Phase: \$15,000

Timeline: November through December 2025

Phase VI. Digital and Marketing Assessment

Clarity understands the expectations placed on destination organizations and placemaking entities, including business improvement districts. At the core of those expectations is how the organization represents the destination's assets, culture, and brand promise through its outreach and promotion. This Phase establishes an inventory of the digital and marketing footprint of Little Saigon to understand existing messages, content, and outreach. Clarity will review existing websites, media relations, social media presence, physical collateral, and AI representation to build a clear understanding of how the various marketing media help shape the image of Little Saigon and deliver connections with potential daytrip and overnight visitors.

Clarity will report the results of this assessment in a visual summary that shows marketing content, marketing reach, and suggests opportunities for future positioning. This summary will play a valuable role in future research on the image of Little Saigon as a destination.

Cost of Phase: \$5,000

Timeline: December 2025 through January 2026

Final. Recommendations and Coordination for Implementation

The final task of the process will be to take the outputs of the six phases and create a set of recommendations to guide destination development, marketing, and organizational structures for Little Saigon's future as a destination. The strategic recommendations will include phased goals to optimize the impact of future investments into programming, outreach and placemaking. The recommendations will contribute to a coordinated action plan tied to work both on the Little Saigon business improvement district and policies and investments in land use policy, architectural guidelines, and placemaking infrastructure. The recommendations will include operational and internal structure needs to ensure the BID organization is best prepared and armed with the tools needed to deliver the destination opportunities identified through the assessment research.

Clarity will compile investment and development recommendations based on the findings from the overall destination opportunity assessment and to help facilitate implementation by the City of Garden Grove and other entities. Implementation of the recommendations will need to be coordinated with two other research initiatives taking place in Little Saigon. Clarity will provide coordinated support and communications with New City America to provide information from the assessment phases that help with the research investigating the feasibility of a property assessment business improvement district covering an overlay of Little Saigon. Clarity will also provide coordinated support and communications with a future selected vendor of the City of Garden Grove tasked with planning architectural guidelines, land use policies, and infrastructure investments to foster placemaking across Little Saigon. This coordinated support will include data sharing, discussion of recommendations, draft reviews, and monthly online process update meetings.

Clarity will draft the recommendations and work with City of Garden Grove and Little Saigon leadership to align the visuals, narrative, and direction with the existing message and tone. Clarity will create and present a summary presentation of the recommendations. Once approved this presentation would be made available for translation by the City of Garden

Grove and Little Saigon leaders into Vietnamese. Both the English and Vietnamese versions would be available for future presentations to stakeholders, community leaders, and possible investors.

Cost of Phase: \$7,500

Timeline: December 2025 through March 2026

EXHIBIT "B"

FEE SCHEDULE

Not to exceed \$95,000

Exhibit B – Fee Schedule
Little Saigon Destination Opportunity Assessment

Clarity of Place (“Clarity”) will provide professional services to the City of Garden Grove for the purpose of analyzing and crafting a Destination Opportunity Assessment for the Little Saigon district as a premier destination for both daytrip and overnight cultural travelers. Clarity, collaborating with Longwoods International (“Longwoods”), would invoice for this work using the following schedule tied to completion of key tasks:

Invoice #	Completed Tasks	Cost	Billing Schedule
Invoice 1	Project set-up and data subscriptions: <ul style="list-style-type: none"> • Travel USA data access • IMPLAN use access • Placer.AI use access • CoStar market data 	\$37,500	September 15, 2025
Invoice 2	Travel USA data output and analysis	\$17,000	October 15, 2025
Invoice 3	Tourism Infrastructure Inventory	\$3,000	November 15, 2025
Invoice 4	Comparative Analysis Stakeholder Engagement	\$22,500	December 15, 2025
Invoice 5	Economic Opportunity Forecast	\$2,500	January 15, 2026
Invoice 6	Digital and Marketing Assessment	\$5,000	February 15, 2026
Final	Recommendations and Coordination for Implementation	\$7,500	April 15, 2026
TOTAL		\$95,000	

EXHIBIT "C"

SCHEDULE OF PERFORMANCE

Exhibit C – Schedule of Performance

Little Saigon Destination Opportunity Assessment

Clarity of Place (“Clarity”) will provide professional services to the City of Garden Grove for the purpose of analyzing and crafting a Destination Opportunity Assessment for the Little Saigon district as a premier destination for both daytrip and overnight cultural travelers. Clarity, collaborating with Longwoods International (“Longwoods”), would approach the destination opportunity assessment scope of work in seven phases and provide biweekly updates with City leadership on progress and next steps. The seven phases consist of the following:

Phase Number	Name	Cost	Timeline
Phase I.	Cultural Visitor Profile	\$34,500	September through October 2025
Phase II.	Tourism Infrastructure Inventory	\$13,000	September through November 2025
Phase III.	Comparative Analysis	\$7,500	November through December 2025
Phase IV.	Economic Opportunity Forecast	\$12,500	September through December 2025
Phase V.	Stakeholder Engagement	\$15,000	November through December 2025
Phase VI.	Digital and Marketing Assessment	\$5,000	December 2025 through January 2026
Final	Recommendations and Coordination for Implementation	\$7,500	December 2025 through March 2026

Certificate of Incorporation/Amendment

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "CLARITY OF PLACE INC.", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF NOVEMBER, A.D. 2022, AT 11:30 O`CLOCK A.M.




Jeffrey W. Bullock, Secretary of State

7138026 8100
SR# 20224019503

Authentication: 204865421
Date: 11-15-22

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:30 AM 11/15/2022
FILED 11:30 AM 11/15/2022
SR 20224019503 - File Number 7138026

CERTIFICATE OF INCORPORATION

OF

CLARITY OF PLACE INC.

Under Section 102 of the General
Corporation Law of the State of Delaware

1. The name of the Corporation is Clarity of Place Inc.
2. The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle 19801. The name of the registered agent at such address is The Corporation Trust Company.
3. The purposes of the Corporation are to engage in any lawful act or activities for which corporations may be organized under the General Corporation Law of the State of Delaware.
4. The total number of shares of all classes of stock which the Corporation shall have authority to issue is 3,000 shares of the par value of \$.0001 each, all of which shall be common stock.
5. The name and mailing address of the sole incorporator are Courtney L. Scanlon, c/o Hodgson Russ LLP, The Guaranty Building, 140 Pearl Street, Suite 100, Buffalo, New York 14202-4040.
6. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, amend or repeal the by-laws of the Corporation.

- 2 -

7. Election of directors need not be by written ballot unless the by-laws of the Corporation shall so provide.

8. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

9. To the extent permitted by the General Corporation Law of the State of Delaware (or any statute succeeding such law), as such law now exists or may hereafter be amended, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director occurring during the time this Paragraph 9 is in effect.

THE UNDERSIGNED, being the sole incorporator for the purpose of forming a Corporation pursuant to the General Corporation Law of the State of Delaware, does make this certificate, hereby declaring and certifying that this is her act and deed and the facts herein are true and, accordingly, has hereunto set her hand this 15th day of November, 2022.



Courtney L. Scanlon, Sole Incorporator

CLARITY OF PLACE INC.

ACTION BY BOARD OF DIRECTORS WITHOUT A MEETING

The undersigned, being all of the directors of Clarity of Place Inc., a Delaware corporation (the "Corporation"), do hereby consent that a meeting of the Board of Directors of the Corporation be dispensed with, for the purposes hereof, and do hereby take the following actions by written consent, pursuant to the provisions of Section 141(f) of the General Corporation Law of the State of Delaware:

Election of Officers

RESOLVED, that effective as of January 1, 2023, the following individuals are hereby elected to serve as officers of the Corporation in the positions set forth opposite their name below, until the next meeting of the Board of Directors following the next annual meeting of stockholders of the Corporation and until their successors have been duly elected and have qualified, or until their earlier death, resignation or removal:


- | | |
|------------------|---|
| Amir Eylon | - Chief Executive Officer and President |
| David Holder | - Vice President |
| William Siegel | - Executive Chairman and Secretary |
| John Archibald | - Chief Financial Officer |
| Maria Valdecanas | - General Manager |

Signatures

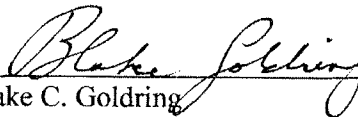
RESOLVED, that this action may be executed: (i) in one or more counterparts, each of which is deemed an original and all of which taken together constitute one and the same instrument; and (ii) by a director using a facsimile or other form of electronic signature, in which case the other directors and the Corporation are entitled to rely on such signature as conclusive evidence that this action has been duly executed by such director.

[SIGNATURE PAGE FOLLOWS]

Dated: As of January 1, 2023



William Siegel



Blake C. Goldring

EIN/Tax Filings