

FINANCIAL IMPACT

- Funding for the implementation of the Agreement has been budgeted from the respective redevelopment projects.

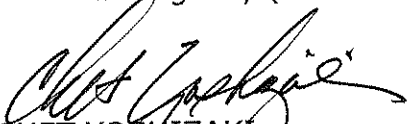
COMMUNITY VISION IMPLEMENTATION


- Improve the City's economic base through the development of tax-generating uses where appropriate.

RECOMMENDATION

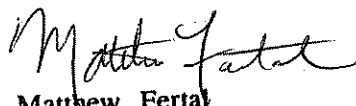
Based on the foregoing staff recommends the following:

- Approve the Agreement for acquisition, relocation, and real property services with Overland, Pacific & Cutler, Inc. for two years, in an amount not to exceed \$150,000;
- Authorize the Director and Secretary to execute the Agreement on behalf of the Agency (Attachment 1).


CHET YOSHIZAKI
Economic Development Director

By: 
Carlos Marquez
Real Property Agent

Recommended for Approval


Matthew Fertal
Director

Attachment 1: Consultant Services Agreement

CONSULTANT SERVICES AGREEMENT

THIS CONTRACT SERVICES AGREEMENT (the "Agreement") is made and entered into as of _____, 2009, by and between the **GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT**, a public body, corporate and politic (the "Agency"), and Overland, Pacific & Cutler, Inc., a California corporation (the "Consultant").

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the Agency 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:

Acquisition, relocation services and related professional services as they pertain to real property in accordance with the following as they apply: California Government Code Section 7260-7277; California Code of Regulations Title 25, Division 1, Chapter 6; and the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 and subsequent amendments. Services are further delineated 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 applicable 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 Agency, it shall immediately inform Agency 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 Agency, except such losses or damages as may be caused by Agency'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 Agency, 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 may perform services in addition to those specified in the Scope of Services (Exhibit "A") when directed to do so by the Contract Officer, 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:

a. Not to Exceed. Compensation under this Agreement shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00) over two years.

b. Payment. For work under this Agreement, payment shall be made per the Schedule of Compensation. For extra work not part of this Agreement, a written authorization by Agency Director will be required.

c. Records of Expense. The method of compensation set forth in the Schedule of Compensation, in the Agency's discretion, may include payment for time and materials based upon the Consultant's rates as specified in Exhibit "B." Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, premiums for bonds and insurance, and similar costs and expenses when and if specified in the Schedule of Compensation (Exhibit "B").

d. Termination. Agency and Consultant shall have the right to terminate this Agreement, without cause, by giving ten (10) days written notice of termination. If the project is terminated by Agency, then the provisions of Paragraph 3 would apply to that portion of the work completed.

2.2 Method of Payment. Any month in which Consultant wishes to receive payment, Consultant shall submit to the Agency no later than the tenth (10th) working day of such month, in the form approved by the Consultant 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 sums due hereunder from program income received by the Consultant.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of each party's obligations under this Agreement, including without limitation the Consultant's performance of the services required hereunder and the Agency's payment of all sums due to Consultant.

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 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, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than Agency, and unusually severe weather, if the Consultant shall within ten (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 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 7.8 of this Agreement, the term of this Agreement shall be two years from the date of this Agreement, and may be annually renewed for additional one year terms upon the mutual written agreement of the Agency Director and the Consultant prior to the end of each one year term.

4.0 COORDINATION OF WORK

4.1 Representatives of Consultant. The following principals of the Consultant are hereby designated as being principals and representatives of the Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection with: Barry McDaniel, Ray Armstrong, and John M. Cutler. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for Agency to enter into this Agreement. Therefore, the foregoing principals 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 principals and no other personnel may be assigned to perform the service required hereunder without the express written approval of Agency.

4.2 Contract Officer. The Contract Officer shall be Carlos Marquez or such other person as may be designated by the Agency Director. 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 Agency to the Contract Officer. Unless otherwise specified herein, any approval of Agency required hereunder shall mean the approval of the Contract Officer.

4.3 Transfer or Assignment; Successors and Assigns. Except as herein specifically permitted, neither party shall assign or transfer this Agreement, nor any of the rights or obligations hereunder, without the prior written consent of the other. All of the terms, conditions and provisions of this Agreement shall be binding on and inure to the benefit of the parties to this Agreement and any permitted successors and assigns.

4.4 Independent Consultant. Neither the Agency 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 Agency and shall remain at all times as to Agency 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 Agency.

4.5 Agency Cooperation. The Agency shall provide Consultant with any documents, records or other data or information pertinent to services to be performed hereunder which are reasonably available to the Agency. The Agency 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, INDEMNIFICATION AND BONDS.

5.1 Insurance. The Consultant shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Consultant's acts or omissions rising out of or related to Consultant's performance under this Agreement in a policy amount of One Million Dollars (\$1,000,000) per occurrence, Consultant shall also carry Workers' Compensation Insurance in accordance with State Workers' Compensation laws and professional errors and omissions liability insurance in a policy amount of One Million Dollars (\$1,000,000) per occurrence. Such insurance shall be kept in effect during the term of this Agreement and shall not be cancelable without thirty (30) days' written notice of proposed cancellation to Agency. The insurance policy shall contain a severability of interest clause providing that the coverage shall be primary for losses arising out of Consultant's performance hereunder and neither the Agency nor its insurers shall be required to contribute to any such loss. A certificate evidencing the foregoing and naming the Agency and its officers and employees as additional insureds shall be delivered to and approved by the Agency prior to commencement of the services hereunder. The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Consultant's obligation to indemnify the Agency, its Consultants or employees.

a. Automobile liability in the amount of \$1,000,000 combined single limit; Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the Agency.

b. Professional liability in the amount of \$1,000,000 per occurrence; insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the Agency.

5.2 Indemnification. The Consultant shall defend, indemnify and hold harmless the Agency and 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 Agency) and for errors and omissions committed by Consultant, its officers, anyone directly or indirectly employed by Consultant, any subConsultant 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 Agency'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 Agency may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, subject to Consultant's right to provide evidence of self-insurance as set forth above, the Agency 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 payment(s) 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 Agency 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 subConsultants' 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, and interest thereon.

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 will 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 completion of such action and resolution of all issues which arise from it, or until the end of three years, whichever is later.

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, subConsultants and agents in the performance of this Agreement, shall be the property of Agency and shall be delivered to Agency 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 Agency 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 subConsultants to assign to Agency any documents or materials prepared by them, and in the event

Consultant fails to secure such assignment, Consultant shall indemnify Agency for all damages suffered thereby.

6.4 Release of Documents. The drawings, specifications, reports, records, documents and other materials 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 Agency, except as required by law or as authorized by the Agency.

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 agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Waiver. No delay or omission in the exercise of any right or remedy of a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. Agency's consent or approval of any act by Consultant requiring Agency's consent or approval shall not be deemed to waive or render unnecessary Agency's consent to or approval of any subsequent act of Consultant. Any waiver by 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.

7.3 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.

7.4 Termination Prior To Expiration Of Term. 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 or delivery 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 the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Consultants Proposal (Exhibit "A") or such as may be approved by the Contract Officer.

7.5 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 Officers and Employees. No officer or employee of the Agency shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the Agency 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. No officer or employee of the Consultant shall be personally liable to the Agency, or any successor in interest, in the event of any default or breach by the Consultant or for any amount which may become due to the Agency 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 Agency 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. To the extent required by law, 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 by the third business day following mailing, or if notice is given in another manner, when received.

To Agency:

Garden Grove Agency for Community Development
11222 Acacia Parkway
Garden Grove, California 92840
Attention: Carlos Marquez

To Consultant:

Overland Pacific and Cutler, Inc.
100 W. Broadway
Long Beach, CA 90802
Attention: Barry McDaniel

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

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

AGENCY:

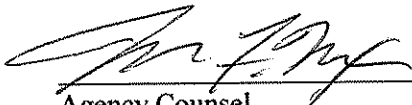
GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT, a public body, corporate and politic

By: _____
Director

ATTEST:

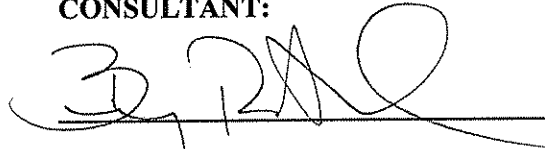
Agency Secretary

APPROVED AS TO FORM:



Agency Counsel

CONSULTANT:



By: BARRY McDANIEL

Its: CEO

Date: DECEMBER 16, 2008

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 Agency.

EXHIBIT "A"

SCOPE OF SERVICES

Program & Project Management Services

1. Preparation of a comprehensive project planning worksheet designed to ensure all project elements are considered and the work plan and client's policies are clearly understood.
2. Comprehensive initial project planning, including policy and budget analysis and participation in informational meetings with the public and official representatives.
3. Tracking and managing all budgetary-related aspects of the project associated with OPC's Scope of Work.
4. Assisting with the development of administrative policies, procedures and forms necessary to carry out the initial program.
5. Ongoing general consultation and project coordination with the client, social service agencies, governmental entities and project team members.
6. Representation of the client at public meetings, hearings and litigation related matters.
7. Preparation of tracking reports that monitor the completion of project milestones of the various disciplines involved on the project.
8. Preparation and presentation of a monthly written status report based on the agreed-upon guidelines on information to be provided. Confer weekly with client verbally on general status, problem areas, and progress.
9. Coordination with federal and state oversight agencies such as Caltrans, HUD, FHWA, FAA, and FTA.
10. Subcontracting for and managing all necessary disciplines needed for the project.

Title Investigation Services

1. Secure vesting deeds, property profile, and tax map for each property.
2. Secure preliminary title reports for each property which will remain valid for a minimum of 6 months or until there is an ownership change.
3. Secure copies of recorded back-up documents as needed.
4. Share preliminary title information with right of way engineer, surveyor, and real estate appraisers for their use on the project.
5. Prepare list of title exceptions to be cleared; confirm manner of disposition is consistent with approved project plan.
6. Facilitate changes to preliminary title reports after the preparation of the legal descriptions if necessary for partial acquisition projects.

Appraisal Services

1. OPC will mail a notification letter and acquisition policies brochure to the property owner, requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection, and requesting information regarding the property appraised which could influence the appraised value.
2. Appraiser will review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel.
3. Appraiser will inspect each property personally with the owner (if possible) and document the

- inspection with photographs for use in the report.
4. Appraiser will inventory all improvements affected by the proposed taking including notes on their manner of disposition (i.e., pay-for and remove vs. move back).
 5. Appraiser will perform market research to support the selected appraisal methodologies and will document and confirm comparable sales information.
 6. Appraiser will prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports.
 7. OPC will receive and analyze the completed appraisal reports and will reconcile the real estate and fixtures and equipment conclusions as necessary.

Acquisition Services – Fee Owner

1. Establish and maintain a complete and current record file for each ownership in a form acceptable to the client.
2. Receive and analyze title information, approved appraisal reports and legal descriptions in sufficient detail to negotiate with property owners and other parties.
3. Prepare all offer letters, summary statements, and lists of compensable items of fixtures and equipment, in accordance with state or federal regulations and approval of client.
4. Present written purchase offers to owners or their representatives in person, when possible. Secure receipt of delivery of offer as practical and present and secure tenant information statements, as applicable.
5. Notify relocation agent of initiation of negotiations within 2 business days and provide appraisal information, occupant contact information, and tenant information as necessary.
6. Follow-up and negotiate with each property owner, as necessary; prepare and submit recommended settlement justifications to client for review and approval; review any independent appraisal secured by property owner and coordinate reimbursement of appraisal fees (up to \$5,000) with client. Ongoing negotiations and settlement discussions will continue for 8 weeks after the initial offer or until we reach settlement or impasse.
7. Prepare and assemble acquisition contracts, deeds and related acquisition documents required for the acquisition of necessary property interests. Legal descriptions to accompany easements or to accompany partial acquisition deeds are not included in this Scope of Work.
8. Maintain a diary report of all contacts made with property owners or representatives and a summary of the status of negotiations indicating attitude of owners, problem areas, and other pertinent information. Copies of all applicable written correspondence will be maintained in files.
9. Prepare an impasse letter for any parcel where, after diligent attempts to settle by negotiation, it appears eminent domain will be needed or prudent to acquire the needed interest.
10. Transmit executed acquisition documents to client. Each transmittal package shall include a fully executed and properly notarized deed(s), fully executed acquisition contract with attachments, and a brief settlement memorandum which summarizes the pertinent data relative to the transaction.

Acquisition Services – Tenant-Interest Owner

1. After the formal offer to purchase is delivered to the underlying property owner, deliver a “tenant notification letter” notifying tenant of their rights in the transaction and informing them of needed quitclaims of interests.
2. Secure copy of lease to determine the extent of possessory interest in property to be acquired.
3. Participate in and/or facilitate discussions between property owner and tenant regarding apportionment of just compensation, ownership of fixtures and equipment or improvements, and other elements needed to secure tenants voluntary settlement of rights and interests.
4. Present unapportioned offer to purchase leasehold interest and fixtures and equipment to tenant as may be required to facilitate settlement by eminent domain.
5. Prepare purchase agreements and deeds for acquisition of tenants’ rights and property.

Escrow Coordination or Eminent Domain Coordination Services

If by Negotiated Settlement: Assist the escrow/title company in the following:

1. Open escrow and coordinate execution of closing instructions providing for title insurance coverage at the settlement amount.
2. Provide escrow officer with fully executed acquisition contract and notarized deed.
3. Review settlement statement for accuracy.
4. Coordinate deposit of acquisition price and estimated closing costs with escrow.
5. After the closing, review the title insurance policy for accuracy.
6. Prepare and mail a letter to County Assessor requesting cancellation of taxes if appropriate.

If Settlement by Eminent Domain: Assist eminent domain counsel with the following:

7. Prepare a letter for the client signature, to eminent domain counsel requesting proceeding to condemnation.
8. Provide eminent domain counsel with available right of way maps and legal descriptions, preliminary title reports and title review documents, and information on how to contact each owner or interest holder.
9. Provide eminent domain counsel with a duplicate copy of the parcel file, together with a copy of the appraisal, offer to purchase, correspondence, acquisition contract, and deed as presented.
10. Convert preliminary title reports to litigation guarantees for eminent domain counsels’ use. Title company fees (based of the value of the interest required) are additional.

Title Clearance Services

1. Work in conjunction with escrow officer to facilitate the clearance of title matters as set forth in the settlement memorandum and escrow instructions.
2. Coordinate payment of taxes due and release of liens.
3. Secure full or partial reconveyance instruments from lien holders of record.
4. Coordinate lost instrument bonds as may be necessary.
5. Coordinate and facilitate recordation of corrective deeds to clear vesting issues.
6. Secure subordination agreements from conflicting easement holders.

Relocation Plan Preparation Services

1. Interview all potentially affected occupants to determine relocation needs. The interview queries business needs, special licensing or zoning needs, needed permits, information on trade areas, special moving requirements, etc. The interview also queries household information such as: the number, ages and gender of all occupants, income of the household, distance to employment and utilized neighborhood services, special needs of the household, etc.
2. Research the marketplace for available replacement locations and/or establish rent schedules for compiling project costs.
3. Compile statistics on available housing and business replacement sites.
4. Calculate potential project costs.
5. Present draft relocation plan to client.
6. Distribute plan to project participants and make it available for public inspection.
7. Make any needed revisions brought up during the public inspection period.
8. Participate in adoption presentation meeting.

Relocation Assistance Program Implementation Services

1. Secure basic case information and set up case file; maintain the necessary case documentation and contact diary throughout the course of our involvement with the claimant.
2. Conduct initial in-depth field interview with claimant: Document rent, income, family size, names/ages of occupants and determine relocation needs, preferences and special requirements; provide general information notices and brochure; explain relocation process, rights and benefits available.
3. Provide on-going advisory assistance to minimize hardships on claimants, including referrals to and coordination with community service resources, public housing and other public services as needed.
4. Document rent with rental agreement, receipts, or economic rent if needed.
5. Document/verify income using pay stubs, budget worksheets, tax returns, certification, and/or cash affidavit as necessary. Use rent-to-rent method if income cannot be verified.
6. Assist with the reconciliation of FF&E ownership among owner and tenant.
7. Create rent schedule for project as appropriate and if authorized by client.
8. Search for and document comparables for each claimant: provide initial referrals and three sets of additional housing referrals every 4-6 weeks, as necessary; search for available non-residential sites until OPC recommends at least one appropriate site or determines that no such site exists. Provide with any referral, an evaluation form which requests feedback as to the suitability of the site referral, and attempt to secure response from claimant.
9. Prepare letter of eligibility based on most appropriate comparable or rent schedule, and seek authorization of client.
10. Deliver letter of eligibility to claimant, discuss findings and impacts to occupants' particular needs. Amend the letter of eligibility one additional time if the economics of the comparable's availability changes over the course of our assignment.
11. Prepare and deliver 90-day notices to vacate no later than 12 weeks after general information notices have been delivered.
12. Arrange for transportation to view replacement sites if needed; assist claimants with their selection of a replacement site, with lease offers, with review of rental agreements, and with move bids or fixed moving payment.
13. Inspect selected site to ensure it meets decent, safe, and sanitary requirements.

14. Monitor the replacement site escrow and explain the relocation process to agent and escrow officer as necessary.
15. Review and discuss claimants' moving plans, build-out specifications and personal property inventory and coordinate eligibility limitations in advance of physical move.
16. Verify vacation of the displacement site and secure a certificate of abandonment.
17. Determine eligibility for proposed amount of relocation benefits, including actual and reasonable moving payments, rental/purchase differential payments, re-establishment payments, and fixed payments as applicable.
18. For residential moves, secure and process an advance claim to assist with the move, and a second final claim incorporating the moving costs and rental/purchase differential payment once family has moved to selected displacement site. For non-residential moves, secure and process moving assistance, re-establishment, in-lieu, or settlement claims ensuring that no item was duplicated in the acquisition process.
19. Each claim will be signed by the claimant, supported by appropriate back-up (written bids, schedules, receipts, etc.), and will be reviewed by OPC's project manager for recommendation before submitting to client for approval. Each claim check will be delivered to claimant in person (as feasible) and a receipt of payment will be secured.

Supplemental Relocation Assistance Services (optional service)

1. Provide support to client for claimant appeals.
2. Provide additional site referrals beyond that which was presented in Scope of Work.
3. Continue to work with claimant beyond 180 days from general information notice.
4. Aid eminent domain counsel with loss of business goodwill defense, preparation of support necessary to justify all-inclusive settlement for relocation and loss of business goodwill, and preparation of settlement agreements.
5. Administer periodic payments of relocation benefits.
6. Security or dual consultant services which may be necessary in hostile/violent households.
7. Translation services (other than Spanish) if needed by OPC and requested by client or claimant.
8. Intensive move planning, administration, and physical move coordination services in complex or hardship cases.
9. Section 8 administration or processing services where OPC aids in the application process on behalf of claimants or is converting conventional units to Section 8 units.

Pre-Possession Property Management Services

1. Determine whether there are any vacant units at the time of acquisition, and prepare and present Rent to Hold Open Agreements to property owner and secure agreement (covering units vacant at the initiation of negotiations).
2. Prepare and present Loss of Rent Agreements to property owners and secure agreement (covering units vacated through efforts of relocation agents prior to closing of escrow).
3. Coordinate with relocation agent to capture and track vacate dates for claim processing.

Post Possession Interim Property Management Services

1. Prepare and deliver rental agreements tailored to project objectives (if desired).
2. Collect and deliver monthly rent payments to the client.
3. Prepare and deliver required notices.
4. Administer emergency and unsafe condition repairs.
5. Contract for on-going building and ground maintenance.
6. Coordinate payment of vendor fees and utility bills.
7. Collect keys and verify abandonment.
8. Provide monthly reporting to Client.

Post Possession Site Control Services

1. Contract board-up, fencing, and other security services, as units become vacant.
2. Provide utility disconnection and meter removal.
3. Provide asbestos and demolition cost estimates.
4. Coordinate asbestos abatement and demolition contractors.

Right of Way Certification Services

1. Attend certification planning meeting with client's Right of Way Local Assistance Coordinator and project team.
2. Prepare real estate components of right of way data sheet and provide current and escalated costs for acquisition and relocation; incorporate engineers' construction and utility information as provided to OPC.
3. Ensure appraisal maps/right of way maps and legal descriptions are all properly identified and prepared in conformance with approved right of way numbering system.
4. Oversee utility relocation activities as required for completion of certification form including compiling utility notices and submittal of hi-low risk utility sheet prepared by engineers for Right of Way Local Assistance Coordinator review.
5. Ensure that all interests necessary for the project have been secured and all relocation activities have been performed in compliance with applicable law and regulations.
6. Prepare certification forms in coordination with engineer and client to include the compilation of all necessary back-up documents required including; deed, final order of condemnation, access easements, cooperative agreements, permits, right of entries, etc.
7. Attend and coordinate pre and post-audit submittal meetings.

EXHIBIT "B"

SCHEDULE OF COMPENSATION

2009 Schedule of Hourly Rates	
Overland, Pacific & Cutler, Inc. Southern California	
Principal	\$185.00 per hour
Principal Consultant / Director	\$165.00 per hour
Senior Project Manager (Utilities)	\$150.00 per hour
Senior Project Manager	\$135.00 per hour
Project Manager	\$125.00 per hour
Senior Acquisition/Relocation Consultant	\$115.00 per hour
Acquisition/Relocation Consultant/Analyst	\$ 105.00 per hour
Real Estate Technician/Escrow Officer/Project Support	\$ 73.00 per hour
Secretarial/Clerical	\$ 45.00 per hour

Overland, Pacific & Cutler, Inc. considers photocopying, first class postage, telephone, facsimile and cellular communication charges as a normal part of doing business. Reimbursable mileage will be billed at the current allowable IRS rate. Out-of-pocket expenses including pre-approved travel and lodging, outside exhibit preparation, requested overnight courier, registered or certified mailings, and specialty reproduction will be charged at cost plus ten percent (+10%) for administration, coordination and handling. Subcontracted services (other than those listed above) will be invoiced at cost plus ten percent (+10%).

In the event Overland, Pacific & Cutler, Inc. is required to perform services in relation to litigation arising out of any project of client, such services shall be invoiced at two times the hourly rates.

In the event this contract extends twelve (12) months beyond the initial date of execution, the hourly rates and any amounts remaining in the contract shall be adjusted upwardly by approximately five percent (5%) per annum, compounded annually, on the anniversary date of this contract.