

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal From: Susan Emery  
Dept: City Manager Dept: Community Development  
Subject: ASSIGNMENT OF AGREEMENT WITH HOGLE-IRELAND, INC. TO MOORE IACOFANO GOLTSMAN, INC., FOR THE PREPARATION OF THE HOUSING ELEMENT UPDATE Date: March 12, 2013

OBJECTIVE

To request City Council approval of the assignment of the Agreement with Hogle-Ireland, Inc., for the preparation of the 2013-2021 Housing Element Update to Moore Iacofano Goltsman, Inc. ("MIG").

BACKGROUND

On May 22, 2012, City Council approved a consultant agreement with Hogle-Ireland, Inc. for the preparation of the 2013-2021 Housing Element Update. The Housing Element is one of the seven (7) mandatory elements of the General Plan that provides an assessment of the City's existing and projected housing needs of all economic segments of the community.

DISCUSSION

Effective January 1, 2013, Hogle-Ireland, Inc., merged with MIG. The City and Hogle-Ireland, Inc., are requesting that MIG continue as the Consultant for this project. As such, the Agreement is now being assigned to MIG. The services that are to be provided via the agreement and the former Hogle-Ireland staff is remaining with MIG and will continue to work on the project. Staff has reviewed background materials regarding MIG and has determined that MIG is capable of providing the Housing Element Update services.

FINANCIAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council:

- Approve the assignment of the consultant agreement with Hogle-Ireland, Inc. to Moore Iacofano Goltsman, Inc. for the preparation of the 2013-2021 Housing Element Update; and
- Authorize the City Manager to execute the assignment agreement and make minor modifications as appropriate.




SUSAN EMERY  
Community Development Director



By: Monica Covarrubias  
Sr. Program Specialist

Attachment : Assignment Agreement

**Recommended for Approval**

  
**Matthew Fertal**  
City Manager

## ASSIGNMENT

This Assignment is entered into by and among Hogle Ireland, Inc., a California Corporation (“HI”), Moore Iacofano Goltsman, Inc., a California corporation (“MIG”), and The City of Garden Grove (Client) effective as of this 1<sup>st</sup> day of January, 2013.

## RECITALS

A. On or about May 22, 2012, HI and Client entered into a contract (the “Contract”) whereby HI agreed to provide planning services in connection with the Preparation of the 2013-2021 Housing Element Update Project (“Project”), located in Garden Grove, CA. (A true and correct copy of the Contract is attached hereto and incorporated herein by reference as Exhibit A.) Work on the Project is currently underway and obligations remain due from both HI and Client.

B. Effective January 1, 2013, MIG acquired substantially all of the assets of HI, including HI’s rights and interest in and to the Contract existing as of the effective date.

C. Client and HI desire that MIG continue as the planner for the Project, and accordingly, wish to assign to MIG certain of HI’s interests in and to the Contract.

In consideration of the above recitals and the mutual promises and covenants contained herein, the parties agree as follows:

1. Client agrees that HI may assign to MIG its rights and obligations under the Contract, as provided in this Assignment, effective as of January 1, 2013.
2. HI hereby delegates to MIG and MIG promises and agrees to perform all of the obligations due from HI that accrue on or after January 1, 2013 pursuant to the Contract. Client agrees to accept performance of the remaining obligations of the Contract from MIG. Client acknowledges that MIG is not assuming any responsibility or liability arising from the performance or non-performance of any obligations of the Contract accruing prior to January 1, 2013.
3. All of HI’s rights with respect to Client’s obligations accruing on or after January 1, 2013 under the Contract shall be transferred from HI to MIG. All payments due under the Contract shall be made payable to MIG and delivered to 800 Hearst Ave., Berkeley, CA 94710.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
5. Any dispute concerning or arising from this Assignment shall be resolved in the manner specified in the contract described in Paragraph A, above. In the event of any dispute concerning or arising from this Assignment, the prevailing party shall be entitled to recover its reasonable attorneys’ fees.

6. This writing constitutes the entire understanding between the parties with respect to the matters herein described. Except as otherwise expressly provided herein, the provisions of this Assignment may not be waived, altered, amended, or repealed, in whole or in part, except with the written approval of the parties hereto.

Dated: 1/28/13

Hogle Ireland, Inc., A California Corporation

By: 

Title: SERVICE PRESIDENT

Dated: \_\_\_\_\_

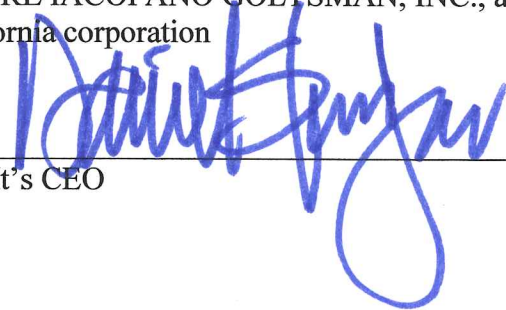
The City of Garden Grove

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: 1/29/13

MOORE IACOFANO GOLTSMAN, INC., a California corporation

By: 

It's CEO

APPROVED AS TO FORM



THOMAS F. NIXON  
City Attorney  
City of Garden Grove

DATED: 2/19/13