

**OVERSIGHT BOARD OF THE CITY OF GARDEN GROVE AS SUCCESSOR  
AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT**

**INTER-DEPARTMENT MEMORANDUM**

To:	Matthew J. Fertal	From:	William E. Murray
Dept:	Director	Dept:	Public Works
Subject:	ADOPTION OF A RESOLUTION APPROVING AN AGREEMENT WITH RICK ENGINEERING COMPANY FOR PROFESSIONAL ARCHITECTURAL, CIVIL ENGINEERING DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR HARBOR BOULEVARD LANDSCAPE IMPROVEMENT PROJECT, PHASE ONE, FEDERAL EDA AWARD NO. 07-79-06911	Date:	August 14, 2013

OBJECTIVE

The purpose of this report is to request that the Oversight Board of the City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development ("Oversight Board") adopt a resolution approving a consultant agreement with Rick Engineering Company for professional architectural, civil engineering design and construction support services for Harbor Boulevard Landscape Improvement Project, Phase One, Federal EDA Award No. 07-79-06911.

BACKGROUND/DISCUSSION

On May 12, 2009, the Garden Grove Agency for Community Development ("Agency") and Garden Grove MXD, LLC, ("Developer") entered into a Disposition and Development Agreement ("DDA") for the development of Agency owned property located on the westerly side of Harbor Boulevard between Palm Street and Lampson Avenue. Pursuant to Section 301.2(c) and Exhibit C-3, Part II, paragraph 3 requires the Successor Agency to provide at its sole cost and expense, "All...offsite landscape work to link the project (future hotel) with the existing improvements from the existing Sheraton Hotel on Harbor Boulevard south to northeast corner of the subject site including both sides of Harbor Boulevard. The Off-Site improvement shall include the west side and the center median of Harbor Boulevard from the most northeast boundary portion of the Site to the southwest corner of Twintree Lane. The improvement will be consistent with the Harbor Boulevard Streetscape Improvement Plan including palm trees, groundscape, permanent automatic irrigation system, lying (street, pedestrian, and landscape), hardscape, and banners...". The project limits of Phase One are from Garden Grove Boulevard northerly to Twintree Avenue.

The Former Redevelopment Agency has been dissolved and the Successor Agency is responsible for administering the enforceable obligations of the Former Redevelopment Agency. On February 6, 2013, the State of California Department of Finance (DOF) provided written confirmation to the Successor Agency of an approval of final and conclusive obligation for the Waterpark Hotel DDA where the enforceable obligation was approved on a previous Recognized Obligation Payment Schedule (ROPS).

ADOPTION OF A RESOLUTION APPROVING AN AGREEMENT WITH RICK ENGINEERING COMPANY FOR PROFESSIONAL ARCHITECTURAL, CIVIL ENGINEERING DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR HARBOR BOULEVARD LANDSCAPE IMPROVEMENT PROJECT, PHASE ONE, FEDERAL AWARD NO. 07-79-06911

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Staff advertised the requests for proposal for these services and received four (4) responses. A panel consisting of five (5) members rated the proposals based on qualifications, work plan, schedule, and references. Rick Engineering Company scored highest and their fees for the work were found to be acceptable. The consultant work includes preparation of preliminary designs and concepts, final plans, specifications, and cost estimates, as well as bidding services and construction support services.

On August 13, 2013, the Successor Agency Board approved the agreement with Rick Engineering Company and transmitted the request to enter into an agreement to the Oversight Board for approval.

FINANCIAL IMPACT


Costs for professional architectural, civil engineering design and construction support services will be paid by a combination of Successor Agency ROPS fund through the DOF and Federal Grant through the Department of Commerce EDA Federal Grant.

RECOMMENDATION

Staff recommends that the Oversight Board:

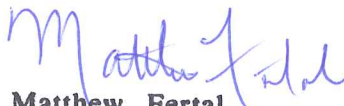
- Adopt the attached resolution approving an agreement with Rick Engineering Company for professional architectural, civil engineering design and construction support services for Harbor Boulevard Improvement Project, Phase One; and
- Authorize the Director to transmit the request for the execution of an agreement to the State of California Department of Finance; and
- Authorize the Director to execute the agreement on behalf of the Successor Agency upon approval by the Department of Finance.

  
WILLIAM E. MURRAY, P.E.  
Director of Public Works/City Engineer

By:   
Digna de los Reyes  
Assistant Engineer

Attachment 1: Resolution  
Attachment 2: Agreement

Approved for Agenda Listing

  
Matthew Feral  
Director

OVERSIGHT BOARD

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE OVERSIGHT BOARD OF THE CITY OF GARDEN GROVE AS SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT APPROVING AND RATIFYING THE APPROVAL BY THE SUCCESSOR AGENCY OF A CONSULTANT AGREEMENT WITH RICK ENGINEERING COMPANY FOR PROFESSIONAL ARCHITECTURAL, CIVIL ENGINEERING DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR HARBOR BOULEVARD LANDSCAPE IMPROVEMENT PROJECT, PHASE I, FEDERAL EDA AWARD NO. 07-79-06911 AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Garden Grove, Acting as Successor Agency to the Garden Grove Agency for Community Development ("Successor Agency") is acting as Successor Agency to the Garden Grove Agency for Community Development ("Former Agency") pursuant to ABx1 26, which added Parts 1.8 and 1.85 to Division 24 of the Health & Safety Code ("Dissolution Act"); and

**WHEREAS**, the Former Agency entered into that certain Disposition and Development Agreement ("DDA") with Garden Grove MXD, LLC ("Developer") on May 12, 2009, relating to a development of Agency owned property for a future hotel located the westerly side of Harbor Boulevard between Palm Street and Lampson Avenue; and

**WHEREAS**, Health & Safety Code (HSC) Section 34173(b), added by the Dissolution Act, provides that, "[e]xcept for those provisions of the Community Redevelopment Law that are repealed, restricted, or revised pursuant to [the Dissolution Act], *all authority, rights, powers, duties, and obligations previously vested with the former redevelopment agencies, under the Community Redevelopment Law, are hereby vested in the successor agencies.*" (emphasis added); and

**WHEREAS**, Health & Safety Code Section 34177(c), added by ABx1 26, requires the SUCCESSOR AGENCY to "[p]erform obligations required pursuant to any enforceable obligation"; and

**WHEREAS**, the SUCCESSOR AGENCY, is responsible for administering the enforceable obligations of the Former Agency; and

**WHEREAS**, the DDA has been included as an enforceable obligation under a recognized obligation payment schedule as filed by the Successor Agency on August 3, 2012 and approved by the oversight board for the SUCCESSOR AGENCY; and

**WHEREAS**, on or about February 6, 2013, the State of California Department of Finance provided written confirmation to the SUCCESSOR AGENCY that the DDA is an enforceable obligation pursuant to Health and Safety Code Section 34177.5(i).

**WHEREAS**, the Project Area in CONSULTANT 's proposal is currently within the project limits between Garden Grove Boulevard and Twintree Avenue, the Off-Site improvement shall include the west side and the center median of Harbor Boulevard from the most northeast boundary portion of the Site to the southwest corner of Twintree Lane. The improvement will be consistent with the Harbor Boulevard Streetscape Improvement Plan including palm trees, groundscape, permanent automatic irrigation system, lying (street, pedestrian, and landscape), hardscape, and banners...".

**WHEREAS**, SUCCESSOR AGENCY desires to utilize the services of CONSULTANT to provide professional architectural, civil engineering design and construction support services for Harbor Boulevard Landscape Improvement Project, Phase I for the benefit of the welfare and safety of the community

NOW, THEREFORE, BE IT RESOLVED BY THE OVERSIGHT BOARD OF THE CITY OF GARDEN GROVE AS SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT:

Section 1. The foregoing recitals are true and correct and constitute a substantive part of this Resolution.

Section 2. The Oversight Board hereby re-affirms that the DDA is an "enforceable obligation" within the meaning of Health & Safety Code (HSC) Section 34167(d)(5) and 34171(d)(1)(E).

Section 3. The Oversight Board hereby approves of the contract with Rick Engineering Company for professional architectural, civil engineering design and construction support services for Harbor Boulevard Landscape Improvement Project, Phase I, Federal EDA Award No. 07-79-06911 in furtherance of section 205.2(d) of the DDA.

Section 4. This Resolution shall be effective immediately upon adoption.

Section 5. The Secretary on behalf of the Oversight Board shall certify to the adoption of this Resolution.

The foregoing Resolution was adopted by the Oversight Board this 14<sup>th</sup> day of August 2013.

ATTEST:

\_\_\_\_\_  
WILLIAM J. DALTON  
CHAIR

\_\_\_\_\_  
KATHLEEN BAILOR  
SECRETARY

Oversight Board to The City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development

Resolution No. \_\_\_\_\_

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STATE OF CALIFORNIA    )  
COUNTY OF ORANGE    ) SS:  
CITY OF GARDEN GROVE )

I, TERESA POMEROY, Deputy Secretary of the Oversight Board to The City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development, do hereby certify that the foregoing Resolution was adopted by the Oversight Board, at a Regular Meeting held on the 13<sup>th</sup> day of August 2013, by the following vote:

AYES:       MEMBERS: (0) GUERRERO, HARRIS, JONES, DALTON  
NOES:       MEMBERS: (0) NONE  
ABSENT:     MEMBERS: (0) DUNN, MEFFORD  
ABSTAIN:    MEMBERS: (0) DELP

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TERESA POMEROY  
DEPUTY SECRETARY



**CONSULTANT AGREEMENT**

**RICK ENGINEERING COMPANY**

THIS AGREEMENT is made this **13<sup>TH</sup> day of August, 2013**, by The CITY OF GARDEN GROVE AS SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT, a public body corporate and politic, ("SUCCESSOR AGENCY"), and RICK ENGINEERING COMPANY, a California Corporation ("CONSULTANT").

**RECITALS**

The following recitals are a substantive part of this Agreement:

- A. The Garden Grove Agency for Community Development, ("Agency") a redevelopment agency formerly existing under Chapter 2 of the Community Redevelopment Law (California Health and Safety Code Section 33000 et seq.), acquired certain real property located at 12601 Leda Lane, 12602 Leda Lane, 12581 Harbor Boulevard, 12591 Harbor Boulevard, 12625 Harbor Boulevard, and 12721 Harbor Boulevard, located in the City of Garden Grove, (the "Property") for redevelopment purposes.
- B. The Agency and Garden Grove MXD, LLC, a Colorado corporation ("Developer"), entered into a Disposition and Development Agreement on May 12, 2009 and a subsequent First Amended and Restated Disposition and Development Agreement on April 13, 2010 (together, "DDA") establishing the terms and conditions for the disposition of the Property to the Developer and the development of a water park hotel project. Pursuant to the DDA, the Agency is responsible for the design, construction and installation of certain landscaping, median, and other offsite infrastructure improvements along Harbor Boulevard adjacent to the Property.
- C. Pursuant to ABX1-26 and the State of California Supreme Court decision in California Redevelopment Association vs. Matosantos, redevelopment agencies in California, including the Agency, were dissolved as of February 1, 2012.
- D. Pursuant to the provisions of ABX1-26, including but not limited to Health and Safety Code Section 34173, the SUCCESSOR AGENCY is the successor entity to the Agency.
- E. On or about February 6, 2013, the State of California Department of Finance provided written confirmation to the Successor Agency of its final and conclusive determination that the DDA is an enforceable obligation pursuant to Health and Safety Code Section 34177.5(i).
- F. SUCCESSOR AGENCY is authorized to enter into this Agreement pursuant to ABX1-26, SUCCESSOR AGENCY Board Resolution No. 1-12, adopted February 14, 2012, SUCCESSOR AGENCY Board authorization, dated **August 13, 2013**.
- G. SUCCESSOR AGENCY desires to utilize the services of CONSULTANT to provide **Professional Architectural, Civil Engineering Design and Construction**



**Support Services for the Harbor Boulevard Landscape Improvement project from Garden Grove Boulevard Northerly to Twintree Avenue - Phase One (I)**, which falls within the scope of the Successor Agency's obligations for design and construction of offsite infrastructure pursuant to the DDA.

- H. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

### **AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement:** This Agreement shall be effective as of the date first set forth above. This Agreement shall commence upon the effective date of this Agreement, and shall remain and continue in effect until tasks described herein are completed unless terminated prior to this date pursuant to the provisions of this Agreement.
2. **Services to be Provided:** The services to be performed by CONSULTANT shall consist of the services set forth in the Scope of Services described in Exhibit "A", attached hereto and by reference made a part of this agreement (hereinafter the "Services"). CONSULTANT agrees that its provision of Services under this agreement shall be within accepted standards within the profession, and its specialized services shall be in accordance with customary and usual practices in CONSULTANT'S profession. By executing this Agreement, CONSULTANT warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.
3. **Compensation.** CONSULTANT shall be compensated as follows:
  - 3.1 **Amount.** CONSULTANT shall be compensated in accordance with the rate schedule set forth in Exhibit "A".
  - 3.2 **Not to Exceed.** The Parties agree that CONSULTANT shall bill for the Services provided by CONSULTANT to SUCCESSOR AGENCY on an hourly basis, except as otherwise set forth herein, provided compensation under this Agreement shall not exceed **TWO HUNDRED SIXTY SIX THOUSAND FOUR HUNDRED EIGHTY SEVEN DOLLARS AND 00/100 CENTS (\$266,487.00)**. 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. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the SUCCESSOR AGENCY Director. The Proposal and this Agreement do not guarantee any specific amount of work.



- 3.3 Payment. For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, a written authorization by SUCCESSOR AGENCY will be required and payment shall be based on hourly rates as provided in Exhibit "A".
- 3.4 Records of Expenses. CONSULTANT shall keep complete and accurate records of payroll costs, travel and incidental expenses. These records will be made available at reasonable times to SUCCESSOR AGENCY.
- 3.5 Termination. SUCCESSOR AGENCY and CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by SUCCESSOR AGENCY, then the provisions of paragraph 3 would apply to that portion of the work completed.

#### 4. Insurance Requirements

- 4.1 Commencement of Work. CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the SUCCESSOR AGENCY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the SUCCESSOR AGENCY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 Workers Compensation Insurance. For the duration of this Agreement, CONSULTANT and all subconsultants shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the SUCCESSOR AGENCY, City of Garden Grove, and their respective officers, officials, agents, employees, and volunteers.
- 4.3 Insurance Amounts. CONSULTANT shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in the amount of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); 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 SUCCESSOR AGENCY;
  - (b) Automobile liability in the amount of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable) 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 SUCCESSOR AGENCY.
  - (c) Professional liability in the amount of \$1,000,000 per occurrence; Insurance companies must be acceptable to SUCCESSOR

AGENCY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the SUCCESSOR AGENCY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate SUCCESSOR AGENCY, City of Garden Grove ("CITY"), and their respective officers, officials, agents, employees, and volunteers, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to SUCCESSOR AGENCY proof of insurance and endorsement forms that conform to SUCCESSOR AGENCY'S requirements, as approved by the SUCCESSOR AGENCY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate SUCCESSOR AGENCY, CITY, and their respective officers, officials, agents, employees, and volunteers as additional insureds for automobiles owned, lease, hired, or borrowed by CONSULTANT. CONSULTANT shall provide to SUCCESSOR AGENCY proof of insurance and endorsement forms that conform to SUCCESSOR AGENCY'S requirements, as approved by the SUCCESSOR AGENCY.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects to SUCCESSOR AGENCY, CITY, and their respective officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the SUCCESSOR AGENCY, CITY, and their respective officers, officials, agents, employees, and volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of SUCCESSOR AGENCY shall be personally liable to CONSULTANT in the event of any default or breach by SUCCESSOR AGENCY, or for any amount, which may become due to CONSULTANT.

6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of SUCCESSOR AGENCY, and shall obtain no rights to any benefits which accrue to SUCCESSOR AGENCY'S employees.
8. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by SUCCESSOR AGENCY, unless disclosure is required by law.
10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of SUCCESSOR AGENCY. CONSULTANT shall provide SUCCESSOR AGENCY with copies of these items upon demand or upon termination of this Agreement.
11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
12. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

(a) Address of CONSULTANT is as follows:

**RICK ENGINEERING COMPANY  
Attention: Mr. Barry Cowan  
2 South Pointe Drive, Suite275  
Lake Forest, CA 92630  
(949) 588-0709**

(b) Address of SUCCESSOR AGENCY is as follows (with a copy to):

Engineering:

City Attorney

City of Garden Grove  
As Successor Agency To The  
Garden Grove Agency For  
Community Development  
Public Works Department  
Attention: Digna de los Reyes  
City of Garden Grove  
11222 Acacia Parkway  
P.O. Box 3070  
Garden Grove, CA 92842  
(714) 741-5179  
(714) 741-5578 Fax

City of Garden Grove  
As Successor Agency To The  
Garden Grove Agency For  
Community Development  
City Attorney  
City of Garden Grove  
11222 Acacia Parkway  
P.O. Box 3070  
Garden Grove, CA 92842

13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT'S proposal or bid which shall be incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
14. **Licenses, Permits and Fees.** At its sole expense, CONSULTANT shall obtain a **Garden Grove Business License**, all permits and licenses as may be required by this Agreement.
15. **Familiarity With Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by SUCCESSOR AGENCY, it shall immediately inform SUCCESSOR AGENCY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from SUCCESSOR AGENCY.
16. **Time of Essence.** Time is of the essence in the performance of this Agreement.
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for SUCCESSOR AGENCY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the SUCCESSOR AGENCY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of SUCCESSOR AGENCY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to SUCCESSOR AGENCY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship

between any subcontractor and SUCCESSOR AGENCY. All persons engaged in the work will be considered employees of CONSULTANT. SUCCESSOR AGENCY will deal directly with and will make all payments to CONSULTANT.

18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT agrees to protect, defend, and hold harmless SUCCESSOR AGENCY, CITY, and their respective elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless SUCCESSOR AGENCY, is due to the negligence, recklessness and/or wrongful conduct of SUCCESSOR AGENCY, CITY, or any of their elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by SUCCESSOR AGENCY and CONSULTANT.
21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the SUCCESSOR AGENCY and CONSULTANT.
22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.
25. **Agreement Limitations.** CONSULTANT understands and agrees that the implementation and effectiveness of this Agreement shall be subject to approval by the SUCCESSOR AGENCY Oversight Board and all provisions of

ABX1-26 and AB 1484. CONSULTANT further understands and agrees that any and all liability under this Agreement shall be solely that of the SUCCESSOR AGENCY, and not that of the City of Garden Grove, and, in accordance with Health and Safety Code Section 34173(e), shall be limited in scope and amount to the actual property tax revenues received by, and the value of assets transferred to, the SUCCESSOR AGENCY pursuant ABX1-26 and AB 1484.

**IN WITNESS THEREOF**, these parties hereto have caused this Consultant Agreement to be executed as of the date set forth opposite the respective signatures.

**"SUCCESSOR AGENCY"  
CITY OF GARDEN GROVE AS  
SUCCESSOR AGENCY TO THE  
GARDEN GROVE AGENCY FOR  
COMMUNITY DEVELOPMENT**

Dated: \_\_\_\_\_, 2013

By: \_\_\_\_\_  
Matthew J. Fertal  
Director

**ATTEST:**

**"CONSULTANT"  
RICK ENGINEERING COMPANY**

\_\_\_\_\_  
Successor Agency Secretary

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

Dated: \_\_\_\_\_, 2013

Dated: \_\_\_\_\_, 2013

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Successor Agency Counsel

Dated: \_\_\_\_\_, 2013