

**PARCITIPATION AGREEMENT
FOR THE CITY OF GARDEN GROVE NEW VEHICLE PURCHASE REBATE
PROGRAM**

This Participation Agreement for the City of Garden Grove's New Vehicle Rebate Program ("Agreement") is entered into this _____ day of _____, 2019, by and between the City of Garden Grove, a municipal corporation ("City"), and the City of Garden Grove Franchised Vehicle Dealer, _____ [name] ("Dealership"), all collectively referred to hereafter as the "Parties".

WHEREAS, the Parties desire to implement a City of Garden Grove New Vehicle Rebate "Program" whereby the City shall reimburse the amount of \$500.00 to Garden Grove residents and businesses for the purchase of a new vehicle from a participating Garden Grove Franchised Vehicle Dealer. This Agreement will govern the process of reimbursement to participating dealerships that provide a corresponding discount on the purchase price of any qualifying new vehicle purchased in the City of Garden Grove.

AGREEMENT

1. Rebate Program: The City of Garden Grove hereby agrees to provide to the Dealership a rebate of \$500.00 per qualifying new vehicle purchased by a resident or business of the City of Garden Grove, provided:
 - A. The Dealership documents the sale of the new vehicle to an eligible City of Garden Grove resident or business under the Program guidelines;
 - B. Discounts the purchase price of the qualifying new vehicle an amount of \$500 from the agreed upon purchase price;
 - C. The Dealership submits all required rebate forms to the City within 30 days of the final sale date, providing the rebate request and corresponding proof of sale documents under the Program guidelines established by the City for administration of the program (See attached online rebate forms);
 - D. The maximum amount of reimbursements by the City for the program is estimated to be \$567,000 per fiscal year (July 1-June 30). The City will notify the participating dealerships when program funds have been exhausted.
2. Dealership Responsibilities: The Dealership shall meet all the following requirements:
 - A. The Dealership must be a Franchised Vehicle Dealer located in the City of Garden Grove;
 - B. The Dealership must be in good standing with its manufacturer;

- C. The Dealership shall have no unresolved code violations or any legal or administrative proceedings with the City;
- D. The Dealership shall promote the Program with a minimum of \$25,000 annually in marketing efforts; and,
- E. The Dealership shall meet the requirements of the City under the program guidelines established by the City Manager or designee for the program.

3. Garden Grove Resident Responsibilities:

- A. The applicant must be able to prove City of Garden Grove residency under the Program guidelines established by the City Manager or designee for the Program; and
- B. The Program rebate is available only for the purchase of a new vehicle from a participating and approved Garden Grove dealership.

4. Garden Grove Business Responsibilities:

- A. The applicant must have its headquarters and a valid business license in the City of Garden Grove under the program guidelines established by the City Manager or designee for the Program; and
- B. The Program rebate is available only for the purchase of a new vehicle from a participating and approved Garden Grove dealership. Fleet purchase transactions are not eligible for the Program.

5. Term: This Agreement shall commence on July 1, 2019, and shall continue for a five (5) year period, unless extended or earlier terminated by action of the City Council. The Dealership may terminate its participating in the program by providing the City thirty (30) written days' notice to:

Garden Grove City Manager
Scott Stiles
11222 Acacia Parkway
Garden Grove, CA 92821

6. Reimbursement by City: The City will reimburse a participating dealership within 30 days of submittal of a request for reimbursement and of all documentation required by the City to verify the sale of a new vehicle under the program guidelines. All purchases shall be bundled and submitted to the City on a monthly basis, and reimbursements will be issued on a monthly basis by the City. Purchases submitted for month of July shall be processed in August and payment made within 30 days.
7. Audit: The City may, from time to time perform a Reconciliation or a True-Up of rebate payments.

8. Administration: The City Manager is hereby appointed to administer this Agreement and to take all necessary actions to implement this Agreement on behalf of the City.
9. Interpretation of the Agreement:
- A. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. Any amendment to this Agreement, including an oral modification supported by new consideration, must be reduced to writing and signed by both parties before it will be effective.
 - B. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
 - C. This Agreement is to the benefit of, and is binding on, the parties, their respective heirs, personal representatives' successors and assigns.
 - D. The captions heading the various paragraphs of the Agreement are for convenience and shall not be considered to limit, expand, or define the contents of the respective paragraphs. Masculine, feminine, or neuter gender and the singular and the plural number, shall each be considered to include the other whenever the context so requires. If either party consists of more than one person, each such person shall be jointly and severally liable. This Agreement shall be interpreted under California law and according to its fair meaning, and not in favor of or against any party.
10. Governing Law: This Agreement is executed and intended to be performed in the State of California, and the laws of the State shall govern its interpretation and effect. Any legal proceedings on this Agreement shall be brought under the jurisdiction of the Superior Court of the County of Orange, State of California.

{Signatures on following page}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF GARDEN GROVE

DEALERSHIP

_____ [Name of Dealership]

By: _____
Scott C. Stiles
City Manager

Attest:

By: _____
Name: _____
Its: _____

City Clerk

Approved as to form:

By: _____
Name: _____
Its: _____

City Attorney