

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **MOORE IACOFANO GOLTSMAN, INCORPORATED (MIG) INC.**, herein after referred to as "CONSULTANT".

### **RECITALS**

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council approval dated \_\_\_\_\_.
2. CITY desires to utilize the services of CONSULTANT to **provide preparation and completion of focused zoning code amendments relating to development standards of single-family residential, multi-family residential and mixed use developments, permanent supportive housing, and single-room occupancy housing and motel conversions.**
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

### **AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** The term of the agreement shall remain in effect until completion of the services to be provided by CONSULTANT hereunder, unless earlier terminated by CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONSULTANT for work performed to date in accordance with CONSULTANT's proposal which is attached as Attachment "A" and is hereby incorporated by reference. CONSULTANT is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONSULTANT shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONSULTANT shall be compensated as follows:
  - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of One-Hundred and Thirty Thousand, Nine Hundred

and Ninety-Five Dollars and 00/100 cents (\$130,995.00), payable in arrears and in accordance with proposal in Attachment "A".

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONSULTANT must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).
- 3.3 Records of Expenses. CONSULTANT shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY 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 CITY, 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 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.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONSULTANT and all sub-CONSULTANTS 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 CITY, its 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 an amount of \$2,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Professional liability in an amount not less than \$2,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of AClass VII or better, as approved by the City. 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 either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's 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. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to 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 CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's 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. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, 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 CONSULTANT.** It is agreed to that CONSULTANT shall act and be an independent CONSULTANT and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONSULTANT shall comply with, and shall be responsible for causing all CONSULTANTS and sub-CONSULTANTS performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Conflict of Interest.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
11. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

a. (CONSULTANT)  
**MIG, Inc.**  
**Attention: Laura Stetson**  
**537 S. Raymond Avenue**  
**Pasadena, CA 91105**

b. (Address of CITY) (with a copy to):  
**City of Garden Grove**  
**Attention: Chris Chung**

**Community and Economic Development Department  
11222 Acacia Parkway  
Garden Grove, CA 92840**

12. **CONSULTANT's Proposal.** This Agreement shall include CONSULTANT'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
13. **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.
14. **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 CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
15. **Time of Essence.** Time is of the essence in the performance of this Agreement.
16. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its sub-CONSULTANT as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any sub-CONSULTANT and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.
17. **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.
18. **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall defend, and hold harmless CITY and its elective or appointive boards, officers, 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, sub-consultants, or independent consultants hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT's responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its 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.

19. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.
20. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
21. **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.
22. **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.

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(Agreement Signature Block on Next Page)

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

Date: \_\_\_\_\_

**"CITY"**  
**CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

Date: \_\_\_\_\_

**"CONSULTANT"**  
**MOORE IACOFANO GOLTSMAN, INC.**  
By: \_\_\_\_\_  
Name: DANIEL S. IACOFANO  
Title: CEO  
Date: 7-12-21  
Tax ID No. 94-3116998  
Consultant's License: N/A  
Expiration Date: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Garden Grove City Attorney

\_\_\_\_\_  
Date



**ATTACHMENT "A"**

**SCOPE OF WORK**





June 29, 2021

Chris Chung, Urban Planner  
Planning Services Division  
11222 Acacia Parkway  
Garden Grove, CA 92840

VIA EMAIL [chrisc@ggcity.org](mailto:chrisc@ggcity.org)

**Subject: Consultant Services for Targeted Zoning Code Amendments - Revised**

Dear Chris:

Thank you for your patience and for asking MIG to provide this updated letter proposal to assist Garden Grove Planning staff with focused zoning code amendments. The amendments are required to address recent changes in State law and to better align standards for mixed-use development with market trends and City objectives. These code amendments largely will be funded by SB 2 and LEAP grants and consequently, must be completed by February 2022. We will meet this deadline.

Based on our conversations with City staff in the fall of last year and clarified in April 2021 following the re-release of the Request for Proposals, we understand you would like to pursue the following code amendments outlined below, as well as other minor amendments not addressed by MIG's ongoing zoning work associated with the Housing Element update:

1. Create objective design standards (ODS) for multi-family residential developments and mixed-use developments with at least a two-thirds residential component (as required by State law). The starting point will be the currently adopted design guidelines for multi-family housing. Issues to address should include privacy concerns with respect to adjacent residential uses.
2. Create standards for permanent supportive housing to implement State law.
3. Revisit and revise the open space standards for all Mixed-Use zones, as well as any other standards that City staff has found to hinder the development of desired mixed-use projects.
4. Examine the standards for internal improvements for single-family residences to prevent their illegal conversion to boardinghouses. (Any building code revisions that may be considered are not included in this scope.)
5. Create standards for single-room occupancy housing and motels that could be converted into permanent housing.

Regarding the public outreach for this effort, you have indicated that the engagement activities for the Housing Element update now underway will suffice for the code amendments. However, City staff may elect to conduct study sessions with the Planning Commission and/or City Council prior to public hearings. For CEQA clearance, these code amendments can be considered implementing actions for Housing Element programs; thus, the Environmental Impact Report (EIR) being prepared for the Land Use, Housing, Safety, and Environmental Justice Elements will cover CEQA compliance.

The following work plan outlines the proposed approach. We recognize that the work plan may be slightly modified once we get into the work and collectively discover what revisions will be necessary to achieve City objectives. We propose a time-and-materials budget to provide flexibility.

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## Work Tasks

### Task 1. Project Coordination and Management

*1.1: Kick-off Meeting.* We will conduct a kick-off meeting with City staff to confirm the scope of work, establish communications protocols, and define the project schedule in detail.

*1.2: Project Management and Ongoing Coordination.* For the duration of the project, MIG project manager Laura Stetson will meet with or conduct phone calls as needed with City staff to ensure project coordination and support close collaboration. These calls and meetings will allow the team to review project status and discuss issues.

This task also includes project management related to invoicing and status reports.

### Task 2. Research and Draft Zoning Code Amendments

*2.1: Research Memorandum.* We will research the zoning code topics outlined above (and any related ones indicated by City staff) and prepare a memorandum outlining options and recommendations.

- *Objective Design Standards.* We will review the City's existing design guidelines for multi-family housing to determine which guidelines could easily and effectively be converted to standards. We will also provide examples of best practices for creating ODS. We will prepare a preliminary outline for staff review of the content and structure of the ODS to be codified (and indicate where the ODS should be located in the zoning code). As an alternative, the City may consider adopting the ODS as a resolution, referenced in the zoning code, to provide flexibility regarding future revisions.
- *Supportive Housing.* By law, supportive housing must be allowed wherever multi-family housing is allowed. We will recommend how to change regulations in the code to show supportive housing as an allowed use, and we will create recommended standards regarding the supportive services that can be provided.
- *Open Space Standards.* We will discuss with City staff current concerns regarding open space requirements in the Mixed-Use zones. Based on that information, we will research best and comparable practices, and we will present options for staff consideration.
- *Single-family Interior Standards.* We will discuss with City staff current practices you have observed involving property owners who make interior improvements that create several separate living quarters in single-family houses, with these living quarters rented individually (beyond what is allowed for a Junior ADU). We will provide recommendations for guarding against this practice, such as clearly defining what is a bedroom, requiring additional parking for 5+ bedrooms, etc. As needed, we will consult with the City Building Official and City Attorney.

- *SROs and Hotel/Motel Conversions.* We will provide best practice examples of standards for single-room occupancy dwellings and hotel/motel conversions to permanent housing.

*2.2: Administrative Draft #1 Zoning Code Amendments.* Based on City staff’s comments and direction on the research memorandum, we will prepare an administrative draft of the zoning code amendments for City staff review. City staff will provide MIG with a track-changes version of the document, consolidating all of staff’s comments and edits. We will meet or teleconference with you to go over the revisions.

*2.3: Administrative Draft #2 Zoning Code Amendments.* We will produce a second draft of the zoning code amendments to incorporate the directed revisions. City staff will review this second draft to ensure all revisions have been made. Staff will provide any further required consolidated edits using track-changes.

*2.4: Public Hearing Draft Amendments.* We will submit a version of the amendments suitable for public hearings.

**Task 3: Hearing Support**

MIG will prepare the amendments in ordinance format for public hearings and will prepare presentation materials for and attend the public hearings, as well as present the material to the public hearing bodies.

**Task 4: Final Zoning Code Amendments**

Following the final Council direction, revisions to the zoning code amendments may be required to respond to that direction. We will prepare a final version of the ordinance amendment for second reading to reflect final Council action.

**Task 5: CEQA Documentation - Contingency**

As noted above, we anticipate that the EIR for the current General Plan amendments will cover these code amendments as implementing actions. If, however, additional CEQA documentation, such as an Addendum, is required, that work can be performed. The budget provides a contingency for this, although we do not think it will be necessary.

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**Schedule**

We anticipate the following schedule, assuming a start in mid-July and timely City review of draft materials. The schedule can be tightened with shorter City review and MIG turnaround times.

<b>Task</b>	<b>Time Frame</b>
1.1 Kick-off Meeting	By end of July 2021
1.2 Project Management and Coordination	Throughout the program
2.1 Research Memorandum	Week of August 23, 2021 (2 weeks for City review)
2.2 Administrative Draft #1	Week of November 1, 2021

	(3 weeks for City review)
2.3 Administrative Draft #2	Week of December 6, 2021
	(2 weeks of City review)
2.4 Public Hearing Draft	Week of January 3, 2022
3.0 Hearing Support	Per City direction based on hearing schedule
	Planning Commission hearing January, 2022
	City Council hearing February, 2022
4.0 Final Amendments	2 weeks following Council action
5.0 CEQA Documentation - Optional	As dictated by hearing schedule

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## Staffing

The following MIG staff will be available to prepare the amendments:

Laura Stetson, AICP	Principal-in-charge and project manager; oversight of team
Anne Fox	Lead Planner
Tricia Stevens and Lisette Sanchez-Mendoza	Senior Planners

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## Estimated Fees

The matrix attached to this proposal identifies the estimated costs associated with each task. We propose to bill for work on a time-and-materials basis since the level of effort required cannot be precisely predicted, as we do not know what the quality of initial submittals will be. However, we will be efficient with our time. MIG's project manager will carefully monitor all tasks to minimize the charges. Also, we recommend establishing a contingency for any additional amendments that City staff may identify once the work is underway.

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**Relevant Experience**

As you know, MIG prepared prior code amendments for Garden Grove to implement General Plan policy. Upon your request, we can provide a detailed list of other similar project work.

As you read through this proposal, please call me with any questions. As MIG staff continue to work remotely due to COVID-19 constraints, my cell phone is the best way to reach me: (818) 388-4286.

Regards,



Laura R. Stetson, AICP  
Principal



	L. Stetson Principal/PM HRS @ \$225		A. Fox Lead Planner HRS @ \$190		T. Stevens Senior Associate HRS @ \$140		L. Sanchez- Mendoza Senior Associate HRS @ \$140		Associate HRS @ \$110		Graphic Support HRS @ \$100		Admin. HRS @ \$95		MIG Total	
<b>Task 1: Project Coordination and Management</b>																
1.1 Project Kick-Off Meeting	4	\$ 900	4	\$ 760		\$ -		\$ -		\$ -		\$ -	1	\$ 95	9	\$ 1,755
1.2 Project Management and Ongoing Coordination	50	\$ 11,250	40	\$ 7,600	8	\$ 1,120	8	\$ 1,120	8	\$ 880		\$ -	10	\$ 950	124	\$ 22,920
<i>Subtotal</i>	54	\$ 12,150	44	\$ 8,360	8	\$ 1,120	8	\$ 1,120	8	\$ 880	-	\$ -	11	\$ 1,045	133	\$ 24,675
<b>Task 2: Research and Draft Zoning Code Amendments</b>																
2.1 Research Memorandum	8	\$ 1,800	8	\$ 1,520	24	\$ 3,360	40	\$ 5,600	40	\$ 4,400	24	\$ 2,400	4	\$ 380	148	\$ 19,460
2.2 Administrative Draft #1 Zoning Code Amendments	24	\$ 5,400	40	\$ 7,600	40	\$ 5,600	40	\$ 5,600	16	\$ 1,760	12	\$ 1,200	4	\$ 380	176	\$ 27,540
2.3 Administrative Draft #2 Zoning Code Amendments	8	\$ 1,800	8	\$ 1,520	24	\$ 3,360	24	\$ 3,360		\$ -	8	\$ 800	4	\$ 380	76	\$ 11,220
2.4 Public Hearing Draft Amendments	4	\$ 900	8	\$ 1,520	8	\$ 1,120		\$ -		\$ -	4	\$ 400	2	\$ 190	26	\$ 4,130
<i>Subtotal</i>	44	\$ 9,900	64	\$ 12,160	96	\$ 13,440	104	\$ 14,560	56	\$ 6,160	48	\$ 4,800	14	\$ 1,330	426	\$ 62,350
<b>Task 3: Staff Reports and Hearing Support</b>																
	8	\$ 1,800	12	\$ 2,280		\$ -		\$ -	44	\$ 4,840		\$ -	2	\$ 190	66	\$ 9,110
<i>Subtotal</i>	8	\$ 1,800	12	\$ 2,280	-	\$ -	-	\$ -	44	\$ 4,840	-	\$ -	2	\$ 190	66	\$ 9,110
<b>Task 4: Final Zoning Code Amendments</b>																
Final Amendments - Allowance	4	\$ 900	8	\$ 1,520		\$ -		\$ -	4	\$ 440		\$ -		\$ -	16	\$ 2,860
<i>Subtotal</i>	4	\$ 900	8	\$ 1,520	-	\$ -	-	\$ -	4	\$ 440	-	\$ -	-	\$ -	16	\$ 2,860
<b>Task 5: CEQA Documentataion - Contingency</b>																
		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 10,000
<i>Subtotal</i>	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 10,000
<b>SUBTOTAL OF PRIMARY TASKS</b>	<b>110</b>	<b>\$ 24,750</b>	<b>128</b>	<b>\$ 24,320</b>	<b>104</b>	<b>\$ 14,560</b>	<b>112</b>	<b>\$ 15,680</b>	<b>112</b>	<b>\$ 12,320</b>	<b>48</b>	<b>\$ 4,800</b>	<b>27</b>	<b>\$ 2,565</b>	<b>641</b>	<b>\$ 108,995</b>
Direct Costs																\$ 2,000
<b>PROJECT TOTAL</b>																<b>\$ 110,995</b>
Project Contingency (to address issues identified through the process that the City would also like to respond to)																\$ 20,000