

AGENDA



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

Wednesday, June 14, 2017

2:00 PM

Community Meeting Center, 11300 Stanford
Avenue, Garden Grove, CA 92840

Meeting Assistance: Any person requiring auxiliary aids and services, due to a disability, to address the Oversight Board, should contact the City Clerk's Office 72 hours prior to the meeting to arrange for accommodations. Phone: 714) 741-5040.

Agenda Item Descriptions: Are intended to give a brief, general description of the item. The Oversight Board may take legislative action deemed appropriate with respect to the item and is not **limited** to the recommended action indicated in staff reports or the agenda.

Documents/Writings: Any revised or additional documents/writings related to an item on the agenda distributed to all or a majority of the Board Members within 72 hours of a meeting, are made available for public inspection at the same time (1) in the City Clerk's Office at 11222 Acacia Parkway, Garden Grove, CA 92840, during normal business hours; (2) on the City's website as an attachment to the Oversight Board meeting agenda; and (3) at the Council Chamber at the time of the meeting.

Public Comments: Members of the public desiring to address the Oversight Board are requested to complete a **pink speaker card** indicating their name and address, and identifying the subject matter they wish to address. This card should be given to the Secretary prior to the start of the meeting. General comments are made during "Oral Communications," and should be limited to matters under consideration and/or what the Oversight Board has jurisdiction over. Persons wishing to address the Oversight Board regarding a Public Hearing matter will be called to the podium at the time the matter is being considered.

Manner of Addressing the Oversight Board: After being called by the Chair, you may approach the podium, it is requested that you state your name for the record, and proceed to address the Oversight Board. All remarks and questions should be addressed to the Oversight Board as a whole and not to individual Board Members or staff members. Any person making impertinent, slanderous, or profane remarks or who becomes boisterous while addressing the Oversight Board shall be called to order by the Chair. If such conduct continues, the Chair may order the person barred from addressing the Oversight Board any further during that meeting.

Time Limitation: Speakers must limit remarks for a total of three (3) minutes. When any group of persons wishes to address the Oversight Board on the same subject matter, the Chair may request a spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. At the Oversight Board's discretion, a limit on the total amount of time for public comments during Oral Communications and/or a further limit on the time allotted to each speaker during Oral Communications may be set.

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

Open Session

2:00 PM

ROLL CALL: MEMBER DUNN, MEMBER GUERRERO, MEMBER SANCHEZ, VICE CHAIR JONES, CHAIR DALTON

PLEDGE OF ALLEGIANCE TO THE FLAG

1. ORAL COMMUNICATIONS

2. CONSENT ITEMS

2.a. Receive and file minutes from the meeting held on January 25, 2017. (*Action Item*)

3. PUBLIC HEARINGS

4. ITEMS FOR CONSIDERATION

4.a. Adoption of a Resolution approving Sign Replacement Grant Agreements for properties located at 12531-13535 and 12541-12571 South Harbor Boulevard, Garden Grove. (Cost: \$100,387) (*Action Item*)

5. MATTERS FROM THE CHAIR, BOARD MEMBERS AND DIRECTOR

6. ADJOURNMENT



GARDEN GROVE

MINUTES

Regular Meeting

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

Community Meeting Center, Constitution Room
11300 Stanford Avenue, Garden Grove, CA 92840

January 25, 2017

Open Session

2:10 p.m.

ROLL CALL: Member Dunn, Member Guerrero, Member Sanchez, Vice Chair Jones,
Chair Dalton

Member Dunn absent.

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA
Led by Member Jones.

1. ORAL COMMUNICATIONS: None.

2. CONSENT ITEMS:

2.a. Receive and file the minutes from the October 12, 2016, meeting.
(F: Vault)

Action: Received and filed.

Motion: Sanchez Seconded: Jones

The motion carried by a 4-0-1 vote as follows:

Ayes: (4) Dalton, Guerrero, Jones, Sanchez

Noes: (0) None

Absent: (1) Dunn

3. PUBLIC HEARINGS: None.

4. ITEMS FOR CONSIDERATION:

4.a. Adoption of a Resolution approving the Recognized Obligation Payment
Schedule 2017-18 A-B.

MEMBERS: MEMBER DUNN, MEMBER GUERRERO, MEMBER SANCHEZ,
VICE CHAIR JONES, CHAIR DALTON

Action: Resolution No. 52-17 adopted.
Motion: Jones Seconded: Sanchez

The motion carried by a 4-0-1 vote as follows:

Ayes:	(4)	Dalton, Guerrero, Jones, Sanchez
Noes:	(0)	None
Absent:	(1)	Dunn

5. MATTERS FROM CHAIR, BOARD MEMBERS, AND DIRECTOR: None.
6. ADJOURNMENT: 2:15 p.m.

Teresa Pomeroy, CMC
Secretary

of three new signs. In addition, it is estimated that each sign will cost up to \$1,500 in permits that will bring the total cost to \$100,387 (see Attachment 1).

Upon approval by the DOF, the Successor Agency will release 50 percent of the sign reimbursement amount upon execution by the Owner of the contract for demolition and replacement of the signs. The Successor Agency will release 25 percent of the reimbursement amount upon completion of the sign demolition. The Successor Agency will release the remaining 25 percent of the reimbursement amount upon completion of the replacement sign construction, as evidenced by approval of the final inspection by the City's Building Official.

FINANCIAL IMPACT

The total cost of \$100,387 will be paid from the Successor Agency's Redevelopment Property Tax Trust Fund.

RECOMMENDATION

It is recommended that the Oversight Board:

- Adopt the attached Resolution approving the Sign Replacement Grant Agreement; and
- Authorize staff to transmit the Resolution and Sign Replacement Grant Agreement to the State Department of Finance.

By: Greg Blodgett, Senior Project Manager

Attachments:

- 1: Sign Contract
- 2: Resolution
- 3: Sign Agreements

ATTACHMENTS:

Description	Upload Date	Type	File Name
Sign Contract	6/5/2017	Cover Memo	Sign_Contract.pdf
Resolution	6/7/2017	Resolution Letter	6-14-17_OB_RESOLUTION_APPROVING_SIGN_AGREEMENT.pdf
Sign Agreement 12531-12535 S. Harbor Blvd.	6/1/2017	Cover Memo	Sign_Agreement_12531-12535_S._Harbor_Blvd..pdf
Sign Agreement 12541-12571 S. Harbor Blvd.	6/1/2017	Cover Memo	Sign_Agreement_12541_-_12571_S._Harbor_Blvd.pdf



1500 W. Embassy Street
 Anaheim, CA 92802
 (714) 520-9144 Phone
 (714) 520-5847 Fax
www.coastsign.com

Proposal for Signage

Date: January 12, 2017 Revised 6/2/17

To: **Patricia A. Sheehan, CPM, RPA, CCIM**
 Vice President
 Investors Property Services
 26020 Acero, Suite 200
 Mission Viejo, CA 92691
 Office Phone: (949) 900-6160
 Pat Sheehan <Pat.Sheehan@investorshq.com>
 Direct Phone: (949) 900-6165

Location American European Center
 Gardenn Grove, CA

Description of Product or Service	Qty.	Unit Price	Extended Price
American European vertical Monument signs- Remove existing and dispose- No footing excavation	3	\$19,890.00	\$59,670.00
All Signs in scope of work pending final approval by Brand & City. Lead Time 8-10 Weeks from approved permits		Total FOB	\$59,670.00
		Removal	\$6,923.00
Installation of scope of work above is based on unobstructed access and normal working conditions. Any unforeseen or hidden obstructions may change install pricing. Primary Electrical is not included in pricing		Install	\$22,022.00
		*Estimated Freight	\$1,600.00
Preliminary - Subject to conducting actual technical survey to verify the measurements, mounting method and the access for electrical componnnets.		Survey	\$290.00
Stamped engineering quote is related to the ground sign only, if engineering cals for wall signs are required by the city as a condition of permitting additional engineering charges will be applied .		Engineering	\$480.00
The actual cost of permit fees and labor to secure permits at \$100 per hour will be added to the final invoice.		Est. Permits	\$4,500.00
		Est. Tax	\$4,902.00
See page two of this document for CONTRACT TERMS AND CONDITIONS that is incorporated herein by reference as though the terms and conditions had been typed directly on this contract.		TOTAL	\$100,387.00
Coast Sign Installer will patch and paint the EIFS at the existing wall sign location(s). Should there be any EIFS that needs to be skimmed by a professional EIFS contractor due to tears , indentations, rips and/or improper original installation will be at the responsibility of the Hotel.	NOTE: Proposed prices good for 90 days from date of proposal		

Acceptance and Contract

The return to us of one copy of this agreement with your signature and the deposit shall constitute a contract.

Submitted by:

Fred Siavoshi
 VP of National Sales

Accepted by:
 Print Name & Title: _____

Signature: _____

Date: _____

Tax ID#: _____

GARDEN GROVE OVERSIGHT BOARD

RESOLUTION NO.

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT APPROVING A SIGN REPLACEMENT GRANT AGREEMENT FOR PROPERTY LOCATED AT 12531-12535 AND 12541-12571 S. HARBOR BOULEVARD

WHEREAS, pursuant to Section 9.20.045 of the Garden Grove Municipal Code, the City of Garden Grove adopted design standards for signs on properties located within the Grove District Resort Area ("Design Standards");

WHEREAS, the property located at 12531-12535 and 12541-12571 S. Harbor Blvd. (the "Property") is located within the Grove District Resort Area;

WHEREAS, the existing signs on the Property are not consistent with the Design Standards;

WHEREAS, in 2011, the State Legislature added Parts 1.8 and 1.85 of Division 24 of the California Redevelopment Law ("2011 Redevelopment Legislation"), which provide for the statewide dissolution of all redevelopment agencies, and provides that a successor agency will administer the enforceable obligations of the redevelopment agencies and otherwise wind up their affairs, all subject to the review and approval of an oversight board and the California Department of Finance;

WHEREAS, the City of Garden Grove has elected to become the Successor Agency to the Garden Grove Agency for Community Development pursuant to the 2011 Redevelopment Legislation;

WHEREAS, pursuant to Part 1.85 of the 2011 Redevelopment Legislation, the Successor Agency is required and authorized to administer the enforceable obligations of the Redevelopment Agency;

WHEREAS, pursuant to a Disposition and Development Agreement for the development of the Great Wolf Lodge the Redevelopment Agency instituted a program to provide funding for property owners in the Grove District Resort Area to remove non-conforming signs with signs conforming to the Design Standards;

WHEREAS, the Oversight Board for the Successor Agency and the California Department of Finance have approved the grant program as an enforceable obligation; and

WHEREAS, the attached Agreement is entered into by the parties pursuant to the grant program to facilitate removal of the non-conforming signs on the Property and to install replacement signs thereon, which meet the Design Standards.

WHEREAS, the Oversight Board has reviewed the provisions of the Sign Replacement Grant Agreement and has determined that, based upon such review as well as the staff report and other testimony having been received and considered, it is in the interest of the Oversight Board, on behalf of the taxing agencies, to approve the Sign Replacement Grant Agreement.

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

Section 1. The Oversight Board approves, authorizes and directs the Successor Agency to execute the Sign Replacement Grant Agreement for property located at 12531-12535 and 12541-12571 S. Harbor Blvd. in the city of Garden Grove, state of California, is hereby approved.

Section 2. The Director of the Successor Agency or his authorized designee is directed to post this Resolution on the Successor Agency's website and to provide a copy to the California Department of Finance by electronic means and in a manner of choosing of the Department of Finance.

Section 3. The Secretary of the Oversight Board shall certify to the adoption of this Resolution.

GROVE DISTRICT

SIGN REPLACEMENT GRANT AGREEMENT

12531 – 12535 South Harbor Blvd. Garden Grove, California

This Sign Replacement Grant Agreement (“Agreement”) is entered into as of May 2, 2017 (“Effective Date”), by and between the City of Garden Grove as Successor to the Garden Grove Agency for Community Development (“Successor Agency”) and Yasin & Lara, Inc., (“Owner”) to remove and replace the sign located at 12531 – 12535 South Harbor Blvd., in the City of Garden Grove, California (the “Property”).

RECITALS

- A. Pursuant to Section 9.20.045 of the Garden Grove Municipal Code, the City of Garden Grove adopted design standards for signs on properties located within the Grove District Resort Area (“Design Standards”). The Property is located within the Grove District Resort Area.
- B. The existing sign(s) on the Property, depicted on the attached Exhibit “A” (the “Sign”), is/are not consistent with the Design Standards and is thus, non-conforming.
- C. The Garden Grove Agency for Community Development (“Redevelopment Agency”) instituted a program to provide funding for property owners in the Grove District Resort Area to remove non-conforming signs with signs conforming to the Design Standards (“Grant Program”).
- C. In 2011, the State Legislature added Parts 1.8 and 1.85 of Division 24 of the California Redevelopment Law (“2011 Redevelopment Legislation”), which provide for the statewide dissolution of all redevelopment agencies, and provides that a successor agency will administer the enforceable obligations of the redevelopment agencies and otherwise wind up their affairs, all subject to the review and approval of an oversight board and the California Department of Finance. The Successor Agency is the successor to the Redevelopment Agency.
- D. Pursuant to Part 1.85 of the 2011 Redevelopment Legislation, the Successor Agency is required and authorized to administer the enforceable obligations of the Redevelopment Agency.
- E. The oversight board for the Successor Agency and the California Department of Finance have approved the Grant Program as an enforceable obligation.

- F. This Agreement is entered into by the parties pursuant to the Grant Program to facilitate the Sign's removal and to install a replacement sign which meets the Design Standards ("Replacement Sign").

AGREEMENT

1. Sign Replacement Grant

The Successor Agency will reimburse Owner the cost of removing the Sign and replacing it with the Replacement Sign pursuant to the following conditions:

- 1.1. **First Come-First Served.** The Program is offered to property owners in the Grove District Resort Area to remove and replace Signs that do not conform with the Design Standards on a "first come, first served" basis until Grant Program funding is depleted.
- 1.2. **Leased Premises.** The Grant Program will assist tenants provided that the lease for the Property has a remaining term of at least one year, and provided that the landlord consents in writing to the replacement of the Sign with the Replacement Sign.
- 1.3. **New Signage.** The Program will not assist in constructing new signage as it is a sign-replacement program. However, a sign will be considered a qualified Replacement Sign if the applicant can show that the sign is being constructed at the location of a previously removed Sign that was in existence on or before February 1, 2012.
- 1.4. **Maximum Grant.** The Grant Program will assist in removing only one Sign per property, provided that properties with multiple tenants with the right under the Garden Grove Zoning Code to have multiple monument signs, may be assisted in removing the total amount of monument signs allowed for the property. The total amount of the grant shall not exceed fifty thousand dollars (\$50,000.00) per sign.

2. Approval Process

- 2.1 Upon the full execution of this Agreement, Owner will provide the Economic and Community Development Director or her designee a work schedule containing the following milestones:
 - 2.1.1 **Submission of Replacement Sign design.** Successor Agency staff will review the proposed Replacement Sign design and will approve it within 14 calendar days if it substantially conforms to Section 9.20.045 of the Garden Grove Municipal Code.
 - 2.1.2 **Submission of bids.** Successor Agency staff will review three bids or estimates from qualified sign contractors for the demolition of the Sign(s)

and installation of the Replacement Sign(s) within 14 calendar days and will approve the Grant amount based on the lowest bid presented. The Prevailing Wage Law applies to the construction work.

2.1.3 Application for Demolition and Building Permits.

2.1.4 Completion of Construction within 60 calendar days after issuance of Building Permits.

3. Owner's Representation as Condition Precedent to Performance of the Work

Owner represents that it owns the Sign(s) and explicitly represents that it has the authority to remove and replace the Sign(s) as provided for in this Agreement.

4. Payment Process

4.1 The Successor Agency will release 50% of the Grant amount upon execution by the Owner of the contract for demolition and replacement of the sign(s).

4.2 The Successor Agency will release 25% of the Grant amount upon completion of the Sign's demolition.

4.3 The Successor Agency will release the remaining 25% of the Grant amount upon completion of the Replacement Sign's construction, as evidenced by approval of the final inspection by the Garden Grove Building Official.

5. Indemnity, Release and Waiver

5.1 The Grant Program or disbursement of funds contemplated by this Agreement is solely for the Owner's benefit. The Successor Agency assumes no responsibility or liability to Owner, its contractor or any other party, in connection herewith. The Successor Agency in no way guarantees any of the work to be completed or materials to be supplied for the work contemplated in connection herewith. Owner and its contractors, agents, officers, representatives and employees agree to hold the Successor Agency and the City of Garden Grove and their employees, agents, officers, representatives, contractors, attorneys and assigns harmless and to indemnify them from and against all claims which may arise or be brought against them associated with the Grant Program, the administration of the proceeds therefrom or the activities conducted pursuant thereto.

5.2 Owner, on behalf of itself and its successors and assigns, knowingly and voluntarily waives and expressly releases and discharges the Successor Agency, the City of Garden Grove, and any and all of their employees, agents, officers, representatives, contractors, attorneys, and assigns, from any and all claims, demands, liabilities and obligations, both known and unknown, relating to the Grant Program and performance of the work required under this Agreement, whether in law or equity,

which Owner may have against the Successor Agency or the City arising out of the Grant Program.

Owner further knowingly, voluntarily and intentionally waives Section 1542 of the California Civil Code which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

6. Miscellaneous Provisions

6.1 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of Owner and Successor Agency and their respective heirs, personal representatives, successors and assigns.

6.2 Notices. Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by notice. Any notice given under this paragraph, whether personally or by mail shall be deemed received only upon actual receipt by the intended party. Either party may, in writing, change the address at which notices shall be received.

To Owner: Yasin & Lara, Inc.
Attn: Mohammed Ibrahim
c/o Investors Property Services
Attn: Patricia Sheehan, Agent for Owner
26020 Acero, Suite 200
Mission Viejo, CA 92691
E-Mail: pat.sheehan@investorshq.com

To Successor Agency: City of Garden Grove
11222 Acacia Avenue
Garden Grove, CA 92840
E-mail:
Attention: [Name and Title]

6.3 Advice of Legal Counsel. The parties represent that each has not provided legal advice to the other in connection with this Agreement and that each represents and warrants that it has had the full and fair opportunity to seek the advice of independent legal counsel prior to entering into this Agreement.

6.4 Jurisdiction and Venue. This Agreement shall be construed under the laws of the State of California in effect at the time of the signing of this Agreement. To

the extent permitted by law, the parties consent to the jurisdiction of the California courts with venue in Orange County.

- 6.5 Titles and Captions.** Titles and captions are for convenience only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms.
- 6.6 Modifications.** Any alteration, change, modification or amendment of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed by both parties.
- 6.7 Time of Essence.** Time is expressly made of the essence with respect to the performance by the parties of each and every obligation and condition of this Agreement.
- 6.8 Cooperation.** Each party agrees to cooperate with the other in fulfilling the conditions of this Agreement and, in that regard, to perform all obligations hereunder and to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purpose and intent of this Agreement.
- 6.9 Construction of Agreement.** The parties agree that this Agreement is to be construed and interpreted without regard to the identity of the party which drafted in whole or part, this Agreement.
- 6.10 Counterparts.** This Agreement may be signed in counterparts which, when signed by the parties, shall constitute a binding agreement.
- 6.11 Attorney's Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements, in addition to any other relief to which it may be entitled.
- 6.12 Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and shall supersede any and all other agreements with respect to the subject matter herein, whether orally or in writing.
- 6.13 Authority.** Each signatory to this Agreement warrants that they are executing it with the full authority to do so.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Successor Agency and Owner execute this Agreement to be effective as of the date first above written.

Dated: 5/3/, 2017

"Owner"
Yasin & Lara, Inc.

By: Mohammed Ibrahim
Mohammed Ibrahim

Title: Owner

By: _____

Title: _____

Dated: _____, 2017

"Successor Agency"
City of Garden Grove as Successor Agency
to the Garden Grove Agency for Community
Development

By: _____
Executive Director

APPROVED AS TO FORM:

By: _____
General Counsel

GROVE DISTRICT

SIGN REPLACEMENT GRANT AGREEMENT

12541 – 12571 South Harbor Blvd. Garden Grove, California

This Sign Replacement Grant Agreement (“Agreement”) is entered into as of May 2, 2017 (“Effective Date”), by and between the City of Garden Grove as Successor to the Garden Grove Agency for Community Development (“Successor Agency”) and Emilia Fiorentin Memorial Trust (“Owner”) to remove and replace the signs located at 12541 & 12571 South Harbor Blvd., in the City of Garden Grove, California (the “Property”).

RECITALS

- A. Pursuant to Section 9.20.045 of the Garden Grove Municipal Code, the City of Garden Grove adopted design standards for signs on properties located within the Grove District Resort Area (“Design Standards”). The Property is located within the Grove District Resort Area.
- B. The existing sign(s) on the Property, depicted on the attached Exhibit “A” (the “Sign”), is/are not consistent with the Design Standards and is thus, non-conforming.
- C. The Garden Grove Agency for Community Development (“Redevelopment Agency”) instituted a program to provide funding for property owners in the Grove District Resort Area to remove non-conforming signs with signs conforming to the Design Standards (“Grant Program”).
- C. In 2011, the State Legislature added Parts 1.8 and 1.85 of Division 24 of the California Redevelopment Law (“2011 Redevelopment Legislation”), which provide for the statewide dissolution of all redevelopment agencies, and provides that a successor agency will administer the enforceable obligations of the redevelopment agencies and otherwise wind up their affairs, all subject to the review and approval of an oversight board and the California Department of Finance. The Successor Agency is the successor to the Redevelopment Agency.
- D. Pursuant to Part 1.85 of the 2011 Redevelopment Legislation, the Successor Agency is required and authorized to administer the enforceable obligations of the Redevelopment Agency.
- E. The oversight board for the Successor Agency and the California Department of Finance have approved the Grant Program as an enforceable obligation.
- F. This Agreement is entered into by the parties pursuant to the Grant Program to facilitate the Sign's removal and to install a replacement sign which meets the Design Standards (“Replacement Sign”).

AGREEMENT

1. Sign Replacement Grant

The Successor Agency will reimburse Owner the cost of removing the Sign and replacing it with the Replacement Sign pursuant to the following conditions:

- 1.1. **First Come-First Served.** The Program is offered to property owners in the Grove District Resort Area to remove and replace Signs that do not conform with the Design Standards on a “first come, first served” basis until Grant Program funding is depleted.
- 1.2. **Leased Premises.** The Grant Program will assist tenants provided that the lease for the Property has a remaining term of at least one year, and provided that the landlord consents in writing to the replacement of the Sign with the Replacement Sign.
- 1.3. **New Signage.** The Program will not assist in constructing new signage as it is a sign-replacement program. However, a sign will be considered a qualified Replacement Sign if the applicant can show that the sign is being constructed at the location of a previously removed Sign that was in existence on or before February 1, 2012.
- 1.4. **Maximum Grant.** The Grant Program will assist in removing only one Sign per property, provided that properties with multiple tenants with the right under the Garden Grove Zoning Code to have multiple monument signs, may be assisted in removing the total amount of monument signs allowed for the property. The total amount of the grant shall not exceed fifty thousand dollars (\$50,000.00) per sign.

2. Approval Process

- 2.1 Upon the full execution of this Agreement, Owner will provide the Economic and Community Development Director or her designee a work schedule containing the following milestones:
 - 2.1.1 **Submission of Replacement Sign design.** Successor Agency staff will review the proposed Replacement Sign design and will approve it within 14 calendar days if it substantially conforms to Section 9.20.045 of the Garden Grove Municipal Code.
 - 2.1.2 **Submission of bids.** Successor Agency staff will review three bids or estimates from qualified sign contractors for the demolition of the Sign(s) and installation of the Replacement Sign(s) within 14 calendar days and will approve the Grant amount based on the lowest bid presented. The Prevailing Wage Law applies to the construction work.

2.1.3 Application for Demolition and Building Permits.

2.1.4 Completion of Construction within 60 calendar days after issuance of Building Permits.

3. Owner's Representation as Condition Precedent to Performance of the Work

Owner represents that it owns the Sign(s) and explicitly represents that it has the authority to remove and replace the Sign(s) as provided for in this Agreement.

4. Payment Process

4.1 The Successor Agency will release 50% of the Grant amount upon execution by the Owner of the contract for demolition and replacement of the sign(s).

4.2 The Successor Agency will release 25% of the Grant amount upon completion of the Sign's demolition.

4.3 The Successor Agency will release the remaining 25% of the Grant amount upon completion of the Replacement Sign's construction, as evidenced by approval of the final inspection by the Garden Grove Building Official.

5. Indemnity, Release and Waiver

5.1 The Grant Program or disbursement of funds contemplated by this Agreement is solely for the Owner's benefit. The Successor Agency assumes no responsibility or liability to Owner, its contractor or any other party, in connection herewith. The Successor Agency in no way guarantees any of the work to be completed or materials to be supplied for the work contemplated in connection herewith. Owner and its contractors, agents, officers, representatives and employees agree to hold the Successor Agency and the City of Garden Grove and their employees, agents, officers, representatives, contractors, attorneys and assigns harmless and to indemnify them from and against all claims which may arise or be brought against them associated with the Grant Program, the administration of the proceeds therefrom or the activities conducted pursuant thereto.

5.2 Owner, on behalf of itself and its successors and assigns, knowingly and voluntarily waives and expressly releases and discharges the Successor Agency, the City of Garden Grove, and any and all of their employees, agents, officers, representatives, contractors, attorneys, and assigns, from any and all claims, demands, liabilities and obligations, both known and unknown, relating to the Grant Program and performance of the work required under this Agreement, whether in law or equity, which Owner may have against the Successor Agency or the City arising out of the Grant Program.

- 6.5 Titles and Captions.** Titles and captions are for convenience only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms.
- 6.6 Modifications.** Any alteration, change, modification or amendment of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed by both parties.
- 6.7 Time of Essence.** Time is expressly made of the essence with respect to the performance by the parties of each and every obligation and condition of this Agreement.
- 6.8 Cooperation.** Each party agrees to cooperate with the other in fulfilling the conditions of this Agreement and, in that regard, to perform all obligations hereunder and to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purpose and intent of this Agreement.
- 6.9 Construction of Agreement.** The parties agree that this Agreement is to be construed and interpreted without regard to the identity of the party which drafted in whole or part, this Agreement.
- 6.10 Counterparts.** This Agreement may be signed in counterparts which, when signed by the parties, shall constitute a binding agreement.
- 6.11 Attorney's Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements, in addition to any other relief to which it may be entitled.
- 6.12 Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and shall supersede any and all other agreements with respect to the subject matter herein, whether orally or in writing.
- 6.13 Authority.** Each signatory to this Agreement warrants that they are executing it with the full authority to do so.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Successor Agency and Owner execute this Agreement to be effective as of the date first above written.

Dated: May 2, 2017

“Owner”

Emilia Fiorentin Memorial Trust

By: Dolores Griffith
Dolores Griffith

Title: Co-Trustee

By: _____

Title: _____

Dated: _____, 2017

“Successor Agency”

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

By: _____
Executive Director

APPROVED AS TO FORM:

By: _____
General Counsel