

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
ARELLANO ASSOCIATES, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into this 6th day of May, 2016 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ARELLANO ASSOCIATES, LLC, a California limited liability company ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide consulting services for the City's voter district communications program, as solicited by and through the City's Request for Quotation, No. C00964-01; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in the Scope of Work, and desires to set forth its rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant's Response to City's RFQ, attached hereto as Exhibit "A", and incorporated herein by this reference, as modified by the Revised Scope of Work, attached hereto as Exhibit "B" and incorporated herein by this reference. Together Exhibit's "A" and "B" shall constitute the "Scope of Work".

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City's Chief Executive Officer ("City CEO") or his or her designee. If

the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant's total compensation under this Agreement shall not exceed Forty Nine Thousand Dollars and Zero Cents (\$49,000.00 USD), notwithstanding any

contrary provision contained in any Exhibit hereto. Consultant's Budget is attached hereto as Exhibit "C" and incorporated herein by this reference.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date. Consultant shall be paid as invoiced each month. Within in each monthly invoice, each task shall be placed in line item format. Each line item shall contain the task, the date of the task, a detailed description of the task, what Consultant employee worked on the task, the time billed for the task, and also the amount the City is billed for the task. Consultant's invoices shall bill for its time in quarters of an hour (i.e., 0.25, 0.50, 0.75, 1.00).

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement. A Timeline is provided by Consultant on Pages 17 and 18 of the Consultant's Community Outreach Services Proposal, attached hereto as Exhibit "D" and made part of this Agreement by this reference.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of Six (6) Months, ending on at 11:59 PM on November 5, 2016, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of

canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise

under their workers' compensation insurance policies.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance are attached hereto as Exhibit "E" and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City CEO or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Arellano Associates, LLC
5851 Pine Avenue, Suite A
Chino Hills, CA 91709
Tel: (909) 627-2974
Attn: Genoveva L. Arellano

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5249
Attn: Office of the CEO

Courtesy Copy to:
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Attn: Finance Department

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "F" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to

incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes,

discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental

beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement. Any amendments causing an increase in Consultant's total Compensation under this Agreement to \$50,000 or more shall be subject to approval by the City Council.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures start on Page 11.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written:

CITY OF COSTA MESA

[Redacted Signature]

Chief Executive Officer

Date: 5/18/16

CONSULTANT

[Redacted Signature]

Signature

Date: 5-11-16

Genoveva L. Arellano, Principal
Name and Title

[Redacted]
Taxpayer ID Number

ATTEST:

[Redacted Signature]
City Clerk

Date: 5/20/16

APPROVED AS TO FORM:

[Redacted Signature]
City Attorney

Date: 05/13/16

APPROVED AS TO INSURANCE:

[Redacted Signature]
Risk Management

Date: ~~5-18~~ 5-13-16

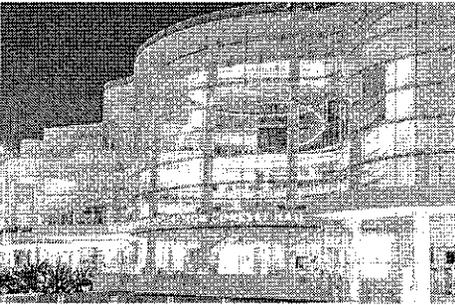
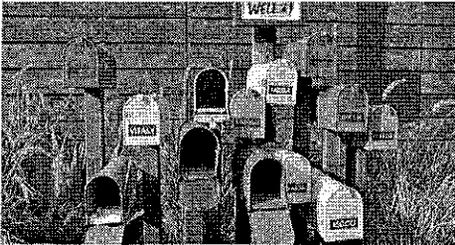
DEPARTMENT APPROVAL

[Redacted Signature]
Finance Director, Interim

Date: 5.12.16

EXHIBIT A

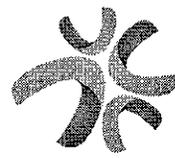
CONSULTANT'S RESPONSE TO CITY'S REQUEST FOR QUOTATION



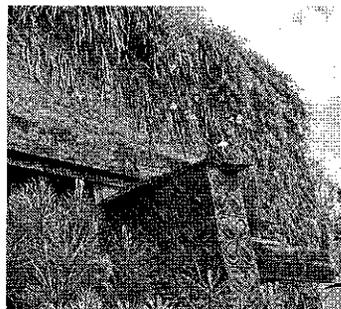
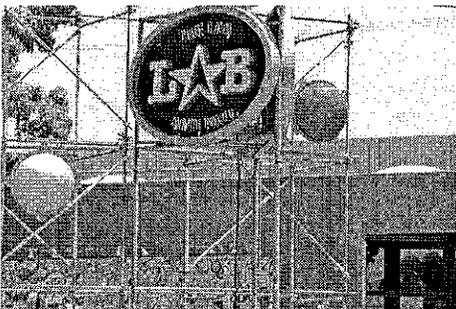
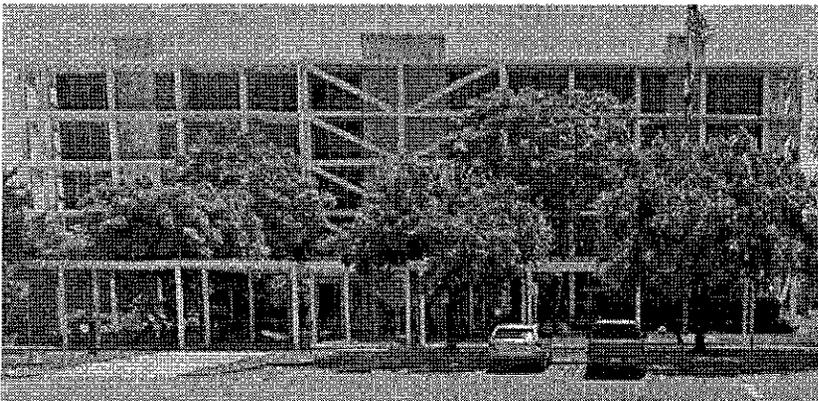
RFQ C00964-01
Community Outreach
Consultant
City of Costa Mesa's Voting
Districts Formation –
Community Participation
Plan

April 25, 2016

Presented by:



arellano
associates





**CITY OF COSTA MESA
CALIFORNIA
REQUEST FOR QUOTATION**

This is not an order

QUOTE NUMBER

C00964-01

INSTRUCTIONS:

1. Read terms and conditions on reverse side.
2. Quotation must be on this form.
3. Complete and sign all pages of the quotation.
4. Return this form plus all Attachments.
5. Quote on each item separately; all or none bids may not be accepted unless otherwise specified.
6. Price alone may not be the final determining factor.
7. Declination - in the event you elect not to quote, please inform us on this form and return by the bid due date indicated.
8. Out of state vendors must include California sales tax permit number.

Date: April 20, 2016

TO
Interested Bidder

BIDS WILL BE RECEIVED UNTIL
10:00 A.M. April 25, 2016
AT THE PURCHASING DIVISION
77 FAIR DRIVE
P.O. BOX 1200
COSTA MESA, CA 92628-1200
(714) 754-5310
VENDOR MAY FAX BID TO (714) 754-5040
VENDOR MAY EMAIL BID TO
jennifer.mccoy@costamesaca.gov

QUOTATIONS ARE REQUESTED FOR FURNISHING THE ITEMS DESCRIBED HEREIN IN ACCORDANCE WITH STATED TERMS AND CONDITIONS.

ALL QUOTATIONS MUST BE F.O.B. DESTINATION AND INCLUDE COST OF BOXING AND CARTAGE TO DELIVERY POINT STATED BELOW. BID PRICES ARE TO INCLUDE ANY FREIGHT AND DELIVERY CHARGES.

QUOTE YOUR MOST COMPETITIVE PRICES

FOR: Community Outreach Consultant

CONTACT PERSON: Jennifer McCoy (714) 754-5310

VENDOR IS REQUIRED TO PROVIDE A COMPLETED MSDS (MATERIAL SAFETY DATA SHEET) FOR HAZARDOUS SUBSTANCES AS REQUIRED BY LABOR CODE SECTION 8390, GENERAL INDUSTRIAL SAFETY ORDER; SECTION 5194 AND CALIF. ADMINIS. CODE TITLE 8. MSDS SHEET FOR EACH SPECIFIED ITEM SHALL BE SENT TO PLACE OF SHIPMENT, AND A COPY SENT TO THE PURCHASING DIVISION.

**THE CITY OF COSTA MESA RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.
LOWEST QUALIFIED BID MAY BE SUBJECT TO FURTHER NEGOTIATIONS.**

THE CITY OF COSTA MESA WILL ACCEPT CASH DISCOUNTS FOR PROMPT PAYMENT OF INVOICES IF THE LONGER TERM OFFERED IS FOR TWENTY (20) WORKING DAYS OR LONGER.

The undersigned, as bidder, declares that all documents regarding this bid have been examined and accepted and that, if awarded, will enter into a price agreement with the city of Costa Mesa.

TERMS Not Applicable % _____ DAYS

Arellano Associates, LLC
Company name as it appears on your invoices

PLEASE QUOTE YOUR BEST DELIVERY IN CALENDAR DAYS: Not Applicable

5851 Pine Avenue, Suite A 909-627-2974
Address Telephone

[Redacted] 91709
Zip

[Redacted Signature] Principal
Authorized Signature Title

[Redacted] 04-22-16
Federal ID Number Date

RETAIN ONE COPY FOR YOUR FILES

ALL QUOTATIONS MUST BE SIGNED



P • 909.627.2974 F • 909.628.5804
5851 Pine Avenue, Suite A | Chino Hills, CA 91709
arellanoassociates.com

April 24, 2016

Ms. Jennifer McCoy
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92628

**Subject: City of Costa Mesa
RFQ for Community Participation Plan for Voting Districts Formation**

Dear Ms. McCoy:

On behalf of Arellano Associates (AA), it is my privilege to submit this proposal for your consideration in relation to the City of Costa Mesa, Community Participation Plan for Voting Districts Formation.

For this specific engagement, we understand that the City of Costa Mesa is seeking a qualified public outreach consultant to provide a community participation plan associated with the City's Voting Districts Formation. AA is prepared to work directly with the City of Costa Mesa staff, and/or regulatory agencies to deliver a successful, strategic outreach program that supports the City of Costa Mesa's specific project goals while maximizing benefits to the community.

Building on the last 21 years, AA professionals continue to bring forward the latest public outreach techniques including meetings, mobile outreach, e-communication, social media, web-based applications, and real-time delivery of information that help our clients cost-effectively achieve project goals and objectives. Our commitment is to maximize the latest resources while providing unmatched services to the City of Costa Mesa.

We look forward to the opportunity to work with the City of Costa Mesa on this contract and remain committed to the best professional communications services on every front.


Gendeva L. Arellano
Principal

GLA:rr

PROFESSIONAL EXPERIENCE

Firm Profile

For over 20 years, Arellano Associates (AA) is a specialized public outreach and communications firm focusing on public infrastructure, transportation and urban planning programs throughout Southern California. Our team of professionals provides comprehensive communications and outreach services for the full spectrum of public projects from early project planning to construction or implementation. AA also offers specialized professional services geared toward Latino and Spanish-speaking communities. AA is a certified Woman and Minority Owned Business Enterprise as well as a Small and Disadvantaged Business Enterprise. AA is a Limited Liability Company based in Chino Hills, California and is comprised of a team of 36 staff members.



AA professionals excel in providing community liaison services and communication strategies for a myriad of public-oriented programs ranging from small neighborhoods to metropolitan regions. AA has placed a specific emphasis upon bridging the gap between cities and their affected publics by exploring all forms of communications methods. Our unique approach combines diligence in gaining community understanding with significant experience working with California's public agencies, cities, and local governments.

Experience with Similar Projects

AA is highly capable of understanding the City of Costa Mesa's objectives for its Voting Districts Formation (VDF) process and will implement specific public outreach strategies to accomplish its goals. Recently, AA has executed similar VDF community participation programs for the City of Fullerton and the City of Whittier. Our team created and executed tailored community engagement efforts that successfully engaged elected officials, neighborhood associations, community organizations, businesses, and academic institutions. In addition, AA has extensive experience with projects across Orange County, including: the Anaheim Regional Intermodal Transportation Center, OCTA's "OC Bridges" Grade Separation construction program, City of Irvine Sand Canyon Grade Separation project, OCTA I-5 Environmental Outreach (between I-405 and SR-55), and the OCTA "OC Streetcar" project.

A select summary of our most similar and relevant work experience is included on the following pages along with referral contact information.

City of Fullerton Voting Districts Formation

OWNER

City of Fullerton

OWNER REFERENCE

Luchda M. Williams, City Clerk
City of Fullerton
303 W. Commonwealth
Fullerton, CA 92832

PRIME CONTRACTOR

Arellano Associates

CONTRACT AMOUNT

\$62,207

CONTRACT DURATION

October 2015 – December 2016

PROJECT LOCATION

Fullerton, CA

ROLE

Prime Consultant for Public Outreach

KEY STAFF INVOLVED

Yesenia Arias
Sylvia Beltran
Maria Yanez-Forgash
Edgar Gutierrez



PROJECT CONTEXT

The City of Fullerton has initiated a dynamic process that will change the way the community elects its future leadership. On September 15, 2015, the Fullerton City Council approved the Community Participation Plan for the formation of proposed city council districts. The new districts will be roughly the same size in population figures and determined based on the following:

- Communities of interest
- Cohesiveness, continuity, integrity and compactness of territory
- Topography
- Geography

SCOPE OF WORK

The AA Team will coordinate with the City of Fullerton to identify the best partnerships and methods of notification of Voter District Formation (VDF) awareness, development and milestones. Under the direction of the City of Fullerton, the AA team will pull from the following list of mechanisms to initiate the VDF, promote project awareness, and encourage residents to participate in all project activities including public meetings and hearings; e-blast, newspaper advertisements, press release community meetings and a project web page. The AA Team will develop a community information kit including: fact sheet/meeting flyers, frequently asked questions (FAQ), guiding principles, and VDF PowerPoint presentations and display boards.



City of Whittier Voting Districts Formation

OWNER

City Of Whittier

OWNER REFERENCE

Nancy Mendez
Assistant City Manager
13230 Penn Street
Whittier, CA 90602
nmendez@cityofwhittier.org

PRIME CONTRACTOR

Arellano Associates

CONTRACT AMOUNT

\$57,000

CONTRACT DURATION

September 2014- current

PROJECT LOCATION

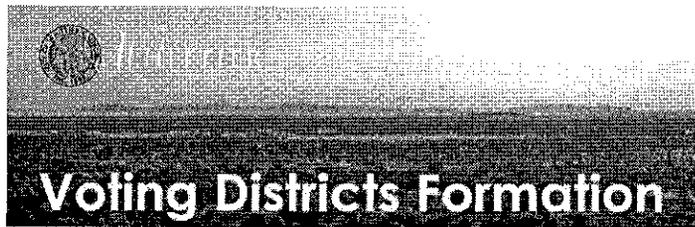
Whittier, CA

ROLE

Prime Consultant for Public Outreach

KEY STAFF INVOLVED

Yesenia Arias
Kathy Ortiz-Coblan
Edgar Gutierrez



PROJECT CONTEXT

The City of Whittier has initiated a dynamic process that will change the way the community elects its future leadership. This historic effort is underway following the June 3, 2014 voter-approved Charter Amendment calling for four Council Members elected from geographically defined districts and a citywide Mayor. The new districts will be roughly the same size in population figures and determined based on the following:

- Communities of interest
- Cohesiveness, continuity, integrity and compactness of territory
- Topography
- Geography

Once the districts are created, each district will elect one residing Council Member as its representative for a four-year term. The Mayor will be elected by a citywide vote for a two-year term. This is a completely different process than what is currently in place for electing the City's leadership

SCOPE OF WORK

The AA Team will coordinate with the City of Whittier to identify the best partnerships and methods of notification of Voter District Formation (VDF) awareness, development and milestones. Under the direction of the City of Whittier, the AA team will pull from the following list of mechanisms to initiate the VDF, promote project awareness, and encourage residents to participate in all project activities including public meetings and hearings; e-blast, newspaper advertisements, press release community meetings and a project web page. The AA Team will work with the City and Compass Blueprint to develop a community information kit in both English and Spanish including: fact sheet/meeting flyers, frequently asked questions (FAQ), guiding principles, and VDF PowerPoint presentations and display boards.



State Route 55/Newport Boulevard Improvement Study

OWNER

Orange County Transportation Authority
(OCTA)

OWNER REFERENCE

Sarah Swensson
550 S. Main Street, Orange 92863
(714) 560-5376
sswensson@octa.net

PRIME CONTRACTOR

TRC Solutions

CONTRACT AMOUNT

\$100,015.00

CONTRACT DURATION

January 2011-December 2013

PROJECT LOCATION

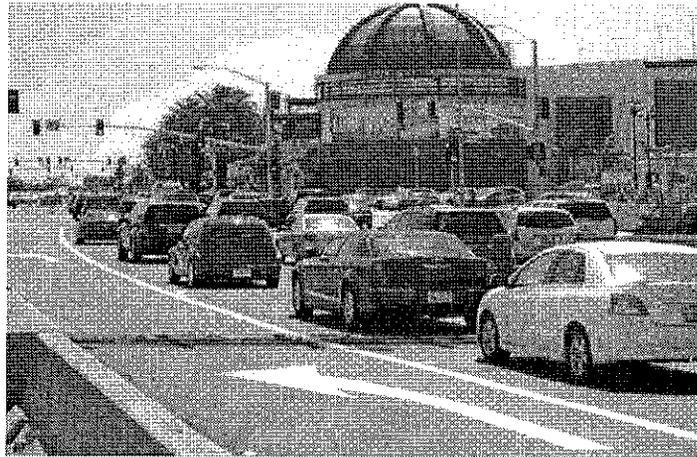
Costa Mesa

ROLE

Sub-consultant to TRC Solutions; Public
Outreach for Improvement Study

KEY STAFF INVOLVED

Cheryl Donahue
Yesenia Arias
Melissa Holguin

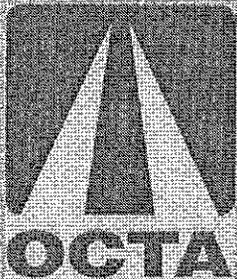


PROJECT CONTEXT

The City of Costa Mesa has identified congestion on State Route 55/Newport Boulevard as a significant quality of life issue for adjacent residential and business communities. In 2008, OCTA completed an Access Study of seven conceptual alternatives and recommended four of these alternatives for additional study. The SR-55/Newport Boulevard Improvements Project is examining and refining these four alternatives in preparation for the next phase of the project – completion of an environmental document.

SCOPE OF WORK

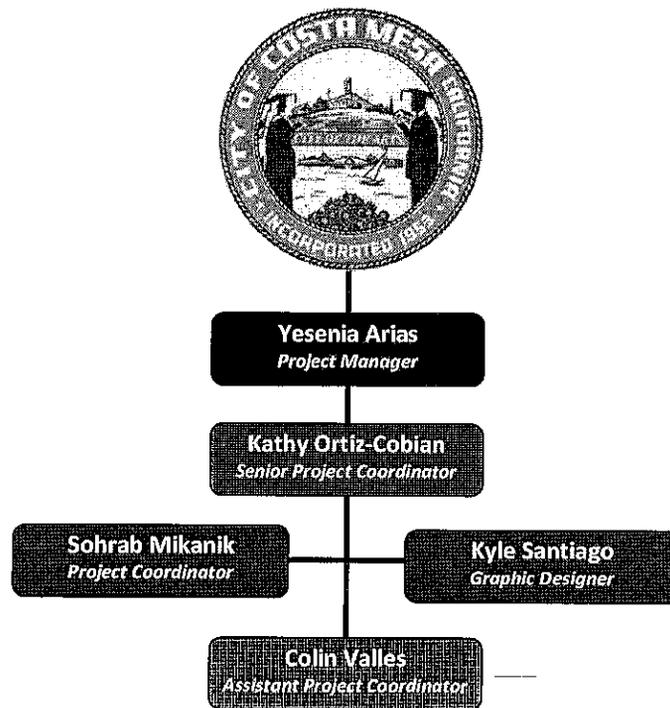
Arellano Associates provides comprehensive public outreach program, activities included the development/maintenance of database, and collateral material development. The project team conducted a total of 10 interagency briefings/formal presentations to OCTA and partner agencies, coordination of public meetings, two Stakeholder Working Group meetings, and Elected Official Roundtable meetings. In an effort to maximize project understanding and involvement opportunities, A webpage was created to add to the OCTA website, following OCTA's standard format. The webpage provided information about the project and opportunities for public involvement.



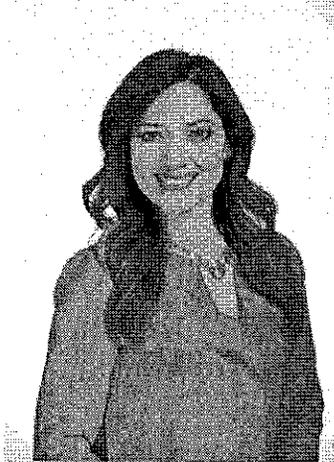
PERSONNEL

AA has earned its gold-star reputation through our people. Without exception, each member of our team is committed and extremely capable. The following organization chart represents the communication/reporting relationships among AA staff proposed for this effort.

The AA Team will be led by **Project Manager Yesenia Arias**. Ms. Arias has over 15 years of community relations experience and will oversee the execution of the project, coordinate the activities of all staff on the project, and will serve as the point of contact for the City of Costa Mesa. Ms. Arias currently manages the VDF public involvement programs for the City of Fullerton and the City of Whittier. Her combined understanding, experience and familiarity with public outreach in regards to voting district formation will ensure an outreach program that is comprehensive and of maximum benefit to the Costa Mesa community during this historic change.



Yesenia C. Arias
Project Manager



Education

Bachelor of Science in Public Administration, California State University at Dominguez Hills, 1999

Years at Arellano Associates

11

Years of Experience

15

Areas of Expertise

- Project Management
- Strategic Planning
- Social Media Programs
- Community Engagement Strategies

Professional Summary

Ms. Arias' current and previous experience at the local and regional government level (Orange County Transportation Authority and City of Santa Ana) has allowed her to combine her passion for community engagement with valuable government relations for major infrastructure projects in Los Angeles, Orange and San Bernardino Counties. Ms. Arias' excellent interpersonal skills, strong work ethic and commitment to quality work are paramount for the success of the projects she delivers. With over 15 years of experience, she is accustomed to collaborating with all levels of stakeholders including elected officials, community and business leaders and the community-at-large. Yesenia is bilingual (English/Spanish), Spanish as her first language has given her the capacity to connect with the Latino communities and transcend cultural and language barriers. Ms. Arias currently manages the public involvement programs for LA County Metro's Eastside Transit Corridor Phase 2 Project and Metro's High Desert Corridor Project. At the local level, she is leading community outreach programs for City of South Gate's Capital Improvement Program, City of Whittier City Council Redistricting and City of Fullerton City Council Voter Redistricting.

Project Experience

City of Fullerton Voting Redistricting, Fullerton, CA

2015- Current

The City of Fullerton has entered into a settlement agreement that changes the way voters choose their leadership from the City's current at-large elections to geographically designed district elections. The objective of the District Election Mapping is to ensure compliance with the California Voting Rights Act and ensure minority votes are not diluted. Community participation is vital to ensure proper formation of the districts. AA will coordinate with the City of Fullerton to identify the best partnerships and methods of notification of Voter District Formation awareness, development and milestones. Ms. Ms. Arias is the Project Manager for this effort works closely with the community and the city to ensure compliance and community participation.

City Council Voting Districts, Whittier, CA

2014 – Current

The voters of the City of Whittier approved a Charter Amendment calling for a redistricting of the current city council structure. The Charter called for a change, from citywide voting to a by-district voting, for four council seats and citywide voting for the Mayor position. Mr. Arias serves as the Project Manager on the redistricting efforts and leads the community involvement program to inform engage and solicit public input in the development of the new districts. Due to the sensitive nature of the effort, various forms of engagement are being implemented including workshops, town hall meetings, one-on-one meetings, interactive mapping sessions and city-wide mailings. The bilingual (English/Spanish) program implements consistent branding and works to ensures transparency to attain and foster the communities' trust. Over 14 districting maps have been submitted to the City by the public for consideration and one was recently approved by the City Council to take effect in 2016.

Public Outreach Services for Capital Improvement, South Gate, CA

2014 – Current

The City of South Gate is currently implementing an \$80 million Capital Improvement Program focusing on improving quality of life for residents, businesses and visitors. The program includes projects that focus on a number of areas such as utility improvements, water quality, roadway improvements, landscaping, parks, traffic signal upgrades, and streetscapes. Yesenia serves as the Project Manager and works closely with City staff to deliver a comprehensive public engagement program that not only educates the public on a project's life cycle of planning, implementation and completion but also provides a consistent message of safety, pedestrian and mobility improvements. The program includes consistent branding to ensure the communities recognize the City's advancements and collateral to deliver valuable information which is disseminated applying strategies including high level briefings, community meetings, pop up meetings, business outreach program, video and extended outreach.

Orange County Transportation Authority (OCTA) State Route 55/Newport Boulevard improvement Study, City of Costa Mesa, CA

2010 – 2013

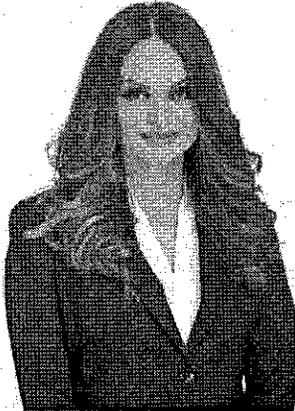
Ms. Arias served as the Project Manager for the study and worked closely with OCTA Outreach Project Manager and representatives from the project's partner cities; Costa Mesa and Newport Beach. Her responsibilities focused on the development and implementation of the Public Involvement Program, which was led by both, OCTA and City of Costa Mesa. Ms. Arias worked directly with project leads to carefully craft the study's messages at critical stages of the project, due to the project's contentious history. In addition to the development of the outreach program, Ms. Arias' responsibilities included the formation of a Stakeholder Working Group and an Elected Officials Roundtable to ensure all levels of project stakeholders have been informed of project initiation and milestones. Ms. Arias was also responsible for the development of collateral materials, communication pieces and social media strategy.

Metro Eastside Transit Corridor Phase 2 (Alternative Analysis/Draft EIS/EIR/Advanced Conceptual Engineering phase), San Gabriel Valley, CA

2007 – Current

Ms. Arias served as the Project Manager for the project and worked closely with Metro and the project team during the development of the Alternative Analysis (AA) and Draft EIS/EIR of this proposed light rail system. During the Draft EIS/EIR Advance Conceptual Engineering, Ms. Arias continues to serve as the Project Manager. Her responsibilities include the development and execution of a Public Participation Plan (PPP), participation at project management and outreach team meetings, planning and coordination of project tours, identification of stakeholders and management of community issues and messaging as well as facilitation of community meetings/focus groups. Ms. Arias' was responsible for the development of the project's scoping report and the collection and interpretation of over 500 comments. Additionally, Ms. Arias is responsible for the development of the Social Media Program for the project and collaborated in the development of project webinars and the new interactive map; which integrates various social media tools including Facebook, Twitter and Flickr to provide constituents a new level of information sharing.

Kathy Ortiz-Cobian
**Senior Project
Coordinator**



Education

PhD, Clinical Psychology, Alliant International University
BA, Psychology, University of Southern California

Years at Arellano Associates

2

Years of Experience

15

Areas of Expertise

- Public/Media Relations
- Community Outreach
- Social Media
- Event Planning
- Website Management

Professional Summary

Kathy Ortiz-Cobian has over 15 years of experience in public relations and community outreach. She is a professional with expertise in development and implementation of comprehensive strategic communication and outreach initiatives. Her experience crosses a wide spectrum of sectors and public policy matters. Ms. Ortiz-Cobian's professional career has been built upon developing outreach and advocacy solutions to educate high-level executives of public and private businesses as well as government officials and grassroots community leaders about upcoming and on-going projects. She has worked on large and small projects spanning transportation, environmental and academic sectors. Ms. Ortiz-Cobian is adept at building strong relationships with clients and has special expertise in bilingual-bicultural outreach to Spanish speaking communities. Key qualifications include developing networks and brokering relationships between clients and communities, public meeting facilitation, writing, editing and managing production of internal and external communication pieces and identifying strategic mitigation measures for community risks. Since joining Arellano Associates in 2015, Ms. Ortiz-Cobian has been an integral part of the implementation of locally based community outreach programs and creating external communications for projects.

Project Experience

City of Fullerton Voting Redistricting, Fullerton, CA

2015- Current

The City of Fullerton has entered into a settlement agreement that changes the way voters choose their leadership from the City's current at-large elections to geographically designed district elections. The objective of the District Election Mapping is to ensure compliance with the California Voting Rights Act and ensure minority votes are not diluted. Community participation is vital to ensure proper formation of the districts. AA will coordinate with the City of Fullerton to identify the best partnerships and methods of notification of Voter District Formation awareness, development and milestones. Ms. Ortiz-Cobian serves as a Senior Project Coordinator for this effort. Tasks include public outreach plan development,

creation of project communication materials that will encourage residents to participate in all project activities including public meetings and hearings.

City Council Voting Districts, Whittier, CA

2014 – Current

The City of Whittier has initiated a dynamic process that will change the way the community elects its future leadership. AA will coordinate with the City of Whittier to identify the best partnerships and methods of notification of Voter District Formation awareness, development and milestones. Ms. Ortiz-Cobian serves as a Senior Project Coordinator for this effort. Tasks include public outreach plan development, creation of project communication materials that will encourage residents to participate in all project activities including public meetings and hearings.

City of South Gate Capital Improvement Program (CIP), South Gate, CA

2014 – Current

AA is providing outreach and communication services to support the City of South Gate's Capital Improvement Program, which will serve a variety of transportation projects across the city. Ms. Ortiz-Cobian serves as a Senior Project Coordinator for public outreach and is assisting with implementation of the overall public outreach plan, which includes participating in City update meetings, providing support for the coordination and implementation of special events, community workshops and maintenance of the stakeholder database.

Metro Eastside Transit Corridor Phase 2, San Gabriel Valley, CA

2014 – Current

Ms. Ortiz-Cobian provides support for Round 2 of the Eastside Phase II Extension. She works with the project manager and Metro to engage the public in the draft EIS/DEIR/Advanced Conceptual Engineering phase of the project. Her responsibilities include coordination/facilitation of public meetings and workshops, and coordination with project cities on the notification of public meetings to constituents. She also provides assistance with the Public Participation Plans in coordination with the various impacted cities.

OCTA OC Streetcar, Orange County, CA

June 2015- Current

OC Streetcar is the first modern streetcar project to be built in Orange County and will serve Santa Ana's historic and thriving downtown, which includes federal, state and local courthouses, government offices, colleges, an artists' village and a thriving restaurant scene. Arellano Associates will assist in increasing project awareness, informing, and engaging a broad range of stakeholders in support of the five-year project development process that includes final design, construction and operations. Ms. Ortiz-Cobian serves as a Senior Project Coordinator for public outreach and is working with the Project Team on the implementation of the overall public outreach plan, which includes providing support for the coordination and implementation of special events, community workshops and maintenance of the stakeholder database.

OCTA OC Bikeways Collaborative, Orange County, CA

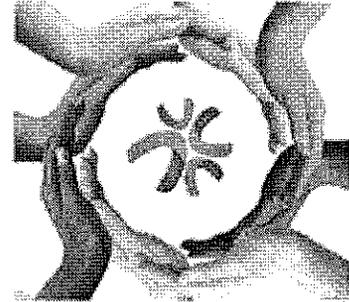
2015 – Current

The OC Bikeways Collaborative is part of OCTA's strategic regional bikeway planning efforts in Supervisorial District 3. This planning process will result in a bikeways strategy and a feasibility study of the top-ranked corridors. AA will facilitate two roundtable discussions as part of this effort. Ms. Ortiz-Cobian is working with the Project Team on the identification of events to promote the study, coordination and notification of Round Table Discussions. In addition, Ms. Ortiz-Cobian provided extended outreach post Round Table Discussion #1 to garner support and encourage stakeholder involvement in preparation for Round Table Discussion #2.

WORK PLAN

Understanding of Project Scope and Deliverables

AA has a well-earned reputation for developing and implementing creative and effective public outreach programs in support of a wide range of planning projects, including the VDF process. Our approach focuses on an early investigation into the key issues and the development of a tailored outreach strategy in conjunction with the city and project partners to ensure the program will support the overall planning and technical process. AA is pleased to offer its services to support the City of Costa Mesa with its VDF process. The following is our approach and scope of services in response to the Request for Proposals.



As per the City of Costa Mesa's Community Participation Plan (CPP), AA will work at the direction of the City Clerk, City staff, and project partner Compass Demographics to educate, inform, and engage Costa Mesa's residents, businesses, and other stakeholders in a collaborative VDF process. This will be undertaken in preparation for the proposed November 2016 ballot measure, with the draft district map approved and adopted by the City Council on or before August 12, 2016.

The following work plan is organized chronologically and includes the two major components (or task sets) as presented in the CPP: 1) outreach approach, and 2) outreach elements. A third major task is included to provide a Final Report.

Task 1 Outreach Approach

Task 1.1 Project Initiation / Team Meetings

At the onset of the community engagement effort, AA will utilize the CPP to organize and plan all outreach activities. In collaboration with the City and Compass Demographics, AA will ensure agreement on target audiences, outreach strategies and proposed outreach mechanisms. All informational materials will be developed and available for project initiation activities. AA will meet and communicate with City staff and Compass Demographics on an ongoing basis for close projection coordination over an aggressive project schedule.

Deliverable: Ongoing team meeting and coordination

Task 1.2 Elected Officials Briefings and Presentations

AA will collaborate with City staff to complete local elected official briefings or presentations prior to the general public engagement. Either in a group setting or on a one-on-one basis, the project team can provide useful project information to local city, county, state and federal officials to ensure they are well informed and prepared to answer their constituents' questions.

Deliverable: Elected official briefings

Task 1.3 Media Relations Support

AA will work hand-in-hand with City staff and local media to develop and implement media relations. AA will prepare the electronic and print media advisories and press releases. AA will assist the City to maximize positive and accurate media coverage during the development of the project, including before and after public meetings. AA will monitor, collect and report on media coverage. We will work collaboratively with the City on approval of all media materials prior to distribution.

Deliverables:

- Media advisories
- Press releases
- Media reports

Task 1.4 “Meet the Expert” Technical Meetings

AA will work with City staff to coordinate and assist, as needed, with “Meet the Expert” technical meetings with Compass Demographics and constituents. Scheduled in advance of the general public engagement program, these meetings are an opportunity for constituents to become familiar with the VDF process, Compass Demographics’ experience in other communities, and to ask questions about what can be expected in Costa Mesa.

Deliverable: Meeting coordination and support, as needed

Task 1.5 Community Meetings (2x2)

AA will provide coordination and planning services for at least two rounds of community meetings, each of which will include at least two individual meetings depending on the needs of the community. The first round, held early in the process, will be formatted as a workshop to maximize public input on the VDF process and potential district boundaries. The second round, held later in the process, will be formatted as an open house session, and include presentations and displays that incorporate findings from the first workshop and sample maps from Compass Demographics. AA will provide all support services, including meeting location confirmation, logistics, noticing, equipment, materials, language services, collateral materials, and records of comments.

Deliverables:

- Two (2) rounds of public meetings with two meetings each round
- Meeting schedule and ongoing logistical support
- Meeting attendance, facilitation, set-up and tear-down activities
- Preparation of meeting summary report, including a summary of written and verbal comments received and key issues identified

Task 1.6 City Council Public Hearings (3)

Working with City staff, AA will assist with and record at least three City Council and/or other public hearings during the VDF process. AA will also be available as directed by City staff and Compass Demographics in furtherance of outreach goals.

Deliverable: Assistance with at least three (3) public hearings

Task 2 Outreach Elements

Task 2.1 Stakeholder Database

A well-constructed project database is the life blood of an effective outreach program. In coordination with the City Clerk, AA will develop a comprehensive stakeholder database that draws from existing city and other databases. It will include: elected officials and staff at all levels; neighborhood/community organizations; trade associations; academic institutions; businesses; social justice groups; media; and other interested stakeholders. The stakeholder database will be maintained on Microsoft Access and provided to the City in hard or electronic copy on an ongoing basis and/or as needed.

Deliverable: Stakeholder database

Task 2.2 Notifications

AA excels at using a variety of methods and best management practices to communicate with the public and key stakeholders regarding the project and meeting opportunities. These include traditional, digital, and online tools. In particular, we have found online tools to be a powerful and cost-effective way for engaging the public because many people increasingly receive news, search for project information, and provide feedback on public information via the Internet. Notification tools for the VDF process will include the following:

- **Announcements** These can include meeting notices designed as flyers, e-blasts, open letter and other formats for direct mail and electronic distribution, the placement of newspaper advertisements in local news sources, press releases and/or public service announcements, and postings on the bulletin board of CMTV, the City's cable access channel.
- **Webpage Development** A project webpage featured on the City's website which serves as a public portal to all project information, including but not limited to: background documents, collateral materials, meeting schedules and presentations, public webcasts, maps, social media connections and links, etc. AA will assist the City in developing and maintaining the content, graphics and materials needed to support the project webpage. This also includes creative tools that may be needed such as project videos, interactive maps, and public engagement software.
- **Social Media Campaign** The focus of the social media campaign will be to provide information and updates on the progress of the project and to establish an online presence that will increase project awareness and public participation. AA will help develop content and postings for the City's Facebook page, Twitter feed, and e-blasts.

OPTIONAL: In addition, we offer for consideration the use of live broadcasts. Broadcasting public meetings live on the web ensures reach to a greater audience. Utilizing high-end video and audio technologies, AA can provide a virtual meeting experience for those stakeholders unable to attend in person. The chat function allows online participants to be included in the question-and-answer session and see the materials utilized at the meetings. The live webcast is also recorded and made available as a post-meeting video accessible through the U-stream Broadcasting channel (service provider) as well as on the project website. This post-meeting video has proven to be highly successful as a value-added tool that allows additional stakeholders to view the meeting presentation at their convenience. At

times, there have been more post-meeting video views than live broadcast views and in-person meeting attendance.

Deliverables:

- Coordinate meeting notices through media, bulletin boards, mailings, and flyer distribution
- Provide electronic public notification of meetings
- Coordinate invited stakeholders/accommodation of all interested parties
- Assist with project webpage updates and maintenance

Task 2.3 Collateral Materials and Services

AA will work with the City and Compass Demographics to develop a multi-lingual (English, Spanish, Vietnamese) information kit for the general public. These collateral materials and services will include the following:

- **Project Fact Sheet** AA will develop a project fact sheet featuring key project details including an overview of the planning effort, drawings, project area map, schedule, opportunities for public involvement, and City contact information. The fact sheet will be used as a handout at all meetings and will be available in electronic format via the project webpage.
- **Project “Guiding Principles” Pamphlet** AA will develop a pamphlet that explains in easy-to-understand language the purpose of the project, how the public can participate, and an overview of the VDF process. The pamphlet will be distributed at each meeting and disseminated online on the project’s webpage and social media sites.
- **Frequently Asked Questions (FAQs)** AA will identify the most frequently asked questions and prepare easy-to-understand responses to address potential stakeholder interests and concerns. The FAQ piece will be developed and updated as needed to ensure answers to the most frequently asked questions are made available to project stakeholders throughout the entire life of the Project. The FAQ will be distributed online via the project’s webpage and social media sites and handed out at stakeholder briefings and public meetings.
- **Meeting Presentation Materials** PowerPoint presentations, display boards, sign-in sheets, agendas, speaker cards, and written comment cards will be designed and printed as support material to be used during public meetings. All materials can be produced in multiple languages, as needed. AA has in-house graphic designers who can help develop concepts and create designs for the collateral materials.
- **Project Helpline** AA will help set-up, maintain, and monitor a dedicated project helpline for public inquiries within the City Clerk’s Department, as directed. Calls will be returned within one business day. AA will respond to calls and document each call and response in a public inquiry matrix. For calls that require research, AA will confer with the project team for assistance. The helpline number will be promoted through the project fact sheet/newsletter, webpage, construction signage and other printed material.

- **Interpretation and Translation Services** AA provides certified translators in all languages for public events. Additionally, AA provides translation headsets for simultaneous and seamless translation. In addition, assigned AA staff is bilingual and can assist with Spanish communication at meetings.

OPTIONAL: AA offers Turning Point Software as a value-added service to help increase public engagement. Turning Point is a powerful meeting/presentation software tool that utilizes a remote wireless device given to each participant. The devices allow anonymous real-time audience response and preference voting that is compiled immediately as a pie or bar chart on the PowerPoint slides. This tool enhances AA's ability to facilitate meetings and limits vocal audience participants from dominating the meetings with their individual opinions. This communication tool increases public participation and project understanding.

Deliverables:

- Project Fact Sheet
- Project Pamphlet
- Frequently Asked Questions
- Meeting Materials
- Hotline number, call log, and voice message audio files
- Interpreters
- Written translations of collateral materials

Task 3 Final Report

At the conclusion of the project, AA will prepare a report documenting the full public involvement and communication process and how it was used to support the project development process. This report will summarize the outreach process, including all notification methods, online engagement tools and results, project database, project meetings, sign-in sheets, public questions, comments and conclusions reached at these meetings, samples of collateral material that were employed throughout the process, and feedback received through the project webpage and hotline call log.

Deliverable:

- Outreach documentation report

Knowledge of Methods to Control Cost

As a small business, AA is organized as a matrix organization with all project controls distributed between the Principal-in-Charge and Project Director. In tandem with the Project Manager, project scopes, budgets and schedules are assessed on a monthly basis and reviewed in concert with project invoicing.

Each project task identified is reviewed, scheduled and resourced. In coordination with the project team, all tasks move forward with ongoing reporting and with approval by Costa Mesa staff. No activity is completed without the direct knowledge of that activity by Costa Mesa staff. Adjustments are easily made on an ongoing basis in order to properly address the current needs of the project.

EXHIBIT B

REVISED SCOPE OF WORK ("SOW")

LABOR BUDGET:

- 1.1 Only a three-month program/coordination meetings (not six months).
- 1.2 No meetings/briefings (on AA's part) with elected officials.
- 1.3 City to handle all media relations; use AA input for press information/communications.
- 1.4 No participation (on AA's part) in "Meet the Expert" meetings.
- 1.6 Participation in only two City Council public hearings (instead of 3).
- 2.1 AA to refresh/supplement City's stakeholder database; building upon existing file.
- 2.2 AA to consolidating announcement/noticing materials to only essential pieces; City to handle website posting/development.
- 2.3 Only slight reduction in Meeting Presentations Materials; need to have sufficient resources here to focus on individualized PowerPoints per meeting.
- 2.4 AA to set-up Hotline; City to manage/retrieve/respond to messages.
- 2.5 AA to coordinate interpretation services and proof Spanish-language materials, as needed; City to handle direct cost of interpreters/translators directly.

REDUCTIONS IN DIRECT COST BUDGET:

- City to handle all printing/reproduction in-house.
- City to handle interpretation and translation services.
- City to handle any meeting supplies and refreshments.

EXHIBIT C

CONSULTANT'S BUDGET

City of Costa Mesa
 Voting Districts Formation
 Community Participation Program



REVISED: MAY 2, 2016

		Yesenia Arias		Kathy Ortiz-Cobian		Sohrab Mikanik		Kyle Santiago		Colin Valles		TOTAL	
		Project Manager		Sr. Proj. Coord.		Project Coordinator		Graphic Designer		Asst. Proj. Coord.			
		Fully Burdened Rate:		\$ 142.10		\$ 81.20		\$ 56.84		\$ 50.75		\$ 38.57	
NO.	TASKS	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
1.0	Outreach Approach												
1.1	Project Initiation & Team Meetings/Coordination (3 months)	24	\$ 3,410	30	\$ 2,436	-	\$ -	-	\$ -	-	\$ -	54	\$ 5,846
1.2	Elected Officials Briefings & Presentations	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.3	Media Relations Support	6	\$ 853	-	\$ -	-	\$ -	-	\$ -	-	\$ -	6	\$ 853
1.4	"Meet the Expert" Technical Meetings	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
1.5	Community Meetings (2x2)	40	\$ 5,684	65	\$ 5,278	-	\$ -	6	\$ 305	80	\$ 3,086	191	\$ 14,352
1.6	City Council Public Hearings (2)	16	\$ 2,274	16	\$ 1,299	-	\$ -	-	\$ -	-	\$ -	32	\$ 3,573
2.0	Outreach Elements												
2.1	Stakeholder Database (supplemental to City database)	4	\$ 568	8	\$ 650	10	\$ 568	-	\$ -	20	\$ 771	42	\$ 2,558
2.2	Notifications												
	Announcements (flyers, e-blasts, open letter, ads, etc.)	4	\$ 568	16	\$ 1,299	-	\$ -	12	\$ 609	16	\$ 617	48	\$ 3,094
	Webpage Development	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
	Social Media Campaign	-	\$ -	8	\$ 650	-	\$ -	12	\$ 609	20	\$ 771	40	\$ 2,030
2.3	Collateral Materials & Services												
	Project Fact Sheet	2	\$ 284	12	\$ 974	-	\$ -	12	\$ 609	-	\$ -	26	\$ 1,868
	Project "Guiding Principles" Pamphlet	2	\$ 284	12	\$ 974	-	\$ -	15	\$ 761	-	\$ -	29	\$ 2,020
	FAQ	8	\$ 1,137	12	\$ 974	-	\$ -	10	\$ 508	-	\$ -	30	\$ 2,619
	Meeting Presentation Materials (PPT only)	12	\$ 1,705	25	\$ 2,030	-	\$ -	10	\$ 508	-	\$ -	47	\$ 4,243
	Project Helpline **	2	\$ 284	4	\$ 325	-	\$ -	-	\$ -	-	\$ -	6	\$ 609
	Interpretation & Translation Services	2	\$ 284	12	\$ 974	-	\$ -	-	\$ -	8	\$ 309	22	\$ 1,567
3.0	Reporting	12	\$ 1,705	12	\$ 974	12	\$ 682	-	\$ -	-	\$ -	36	\$ 3,362
	SUB-TOTAL	134	\$ 19,041	232	\$ 18,838	22	\$ 1,250	77	\$ 3,908	144	\$ 5,554	609	\$ 48,592
DIRECT COSTS*													
	Printing & Reproduction												CITY TO HANDLE
	Interpretation (one language per four meetings; 2nd language, as needed)												CITY TO HANDLE
	Translation Services												CITY TO HANDLE
	Meeting Supplies & Refreshments (four meetings)												CITY TO HANDLE
	Mileage/Parking												\$ 400
	SUB-TOTAL												\$ 400
TOTAL PROPOSED BUDGET												\$ 48,992	

* General estimates, not-to-exceed amounts; all Direct Costs are invoiced at cost for payment.

** City staff to retrieve hotline messages and return calls.

EXHIBIT D

CONSULTANT'S TIMELINE

Suggested Timeline

Stakeholder Ascertainments and Development of Project Database

May 5 - May 13

- Elected Officials - city, county, state, federal
- Community Coffees - in-neighborhood
- Community Organizations - service clubs, recreational and civic youth clubs, senior groups, ethnic and cultural groups
- Neighborhood Associations - homeowner associations, historic districts, neighborhood watch groups
- Business Outreach - Costa Mesa Chamber, major employers
- Academic Organizations - school districts, colleges
- Meet the Expert - open to the public at Costa Mesa City Hall as requested or through office hours

Develop Community Information Kit

May 4 - May 13

- Guiding Principles, fact sheet, flyers, FAQ, meeting presentation materials
- Press releases, media alerts
- E-newsletters, letters, advertisements, PSA/VNR for use on City of Costa Mesa Municipal Access Channel
- Project website on city's web page

Facilitate Public Meetings

May 13 - Jun 17

Hold Public Meetings to develop District Maps

- Round 1 (3 meetings with identical content throughout the city) May 19, May 24, May 26
- Round 2 (3 meetings with identical content throughout the city) June 2, June 7, June 9

During this time, the consultant team will also facilitate media briefings with city's PIO.

Share Updated Information (Following Council Action)

Aug 15 - Oct 28

Develop Updated Community Information Kit

- Guiding Principles, fact sheet, flyers, FAQ, meeting presentation materials
- Press releases, media alerts
- E-newsletters, letters, advertisements, PSA/VNR for use on City of Costa Mesa Municipal Access Channel
- Project website on city's web page

Conduct Stakeholder Meetings (Aug. 22 - Oct. 28)

- Elected Officials - City, county, state, federal
- Community Coffees - In-neighborhood
- Community Organizations - Service clubs, recreational and civic youth clubs, senior groups, ethnic and cultural groups
- Neighborhood Associations - Homeowner associations, historic districts, neighborhood watch groups
- Business Outreach - Costa Mesa Chamber, major employers
- Academic Organizations - School districts, colleges

Suggested **Timeline (cont.)**

Share Updated Information (Following November Election)*

Nov. 14 - Jan. 1

Develop Updated Community Information Kit (11/14/16 - 11/18/16)

- Guiding Principles, fact sheet, flyers, FAQ, meeting presentation materials
- Press releases, media alerts
- E-newsletters, letters, advertisements, PSA/VNR for use on City of Costa Mesa Municipal Access Channel
- Project website on city's web page

Conduct Stakeholder Meetings (11/28/16-1/1/17)

- Elected Officials - city, county, state, federal
- Community Coffees - in-neighborhood
- Community Organizations - service clubs, recreational and civic youth clubs, senior groups, ethnic and cultural groups
- Neighborhood Associations - homeowner associations, historic districts, neighborhood watch groups
- Business Outreach - Costa Mesa Chamber, major employers
- Academic Organizations - school districts, colleges

*Depends upon election outcome