

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Allan Roeder  
Dept.: Interim City Manager  
Subject: APPROVAL OF AN AGREEMENT WITH  
COMMUNITY ARTS RESOURCES, INC.  
FOR THE RE: IMAGINE GARDEN GROVE:  
OPEN STREETS EVENT 2015

From: Kimberly Huy  
Dept.: Community Services  
Date: July 28, 2015

OBJECTIVE

To request that City Council approve an Agreement with Community Arts Resources, Inc. (CARS) for planning the "Re:Imagine Garden Grove: Open Streets 2015", to be held on Saturday, October 10, 2015.

BACKGROUND

Last year's event drew more than 10,000 Garden Grove and Orange County residents, who activated the Downtown for five (5) hours, experiencing the area as a lively, bicycle, and pedestrian-friendly civic center, where residents from all over the region would be excited to visit. This year's event is proposed to span both day and night time, with a seven (7) hour family-friendly block party, while enjoying the Downtown as a new public space. Also this year, the event will integrate Public Works Open House and Public Safety Day to highlight key City programs as well.

DISCUSSION

This year's Open Streets Event will once again be a pop-up festival designed to showcase Downtown Garden Grove as a more livable, contemporary and culturally dynamic center, and help pave the way for ongoing improvements throughout the area. The second annual Re: Imagine Garden Grove Open Streets 2015, will build on the momentum created last year, to engage the diverse communities of Garden Grove on an even deeper level.

FINANCIAL IMPACT

At the City Council meeting of July 14, 2015, the City Council requested that staff return with a revised budget that does not require any General Fund obligation. Staff has worked together to reduce the cost of the event, including public safety services and public works costs. The total contract paid to CARS will be completely secured through grants and/or private donations. There will be no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Agreement with CARS for planning the "Re:Imagine Garden Open Streets Event 2015," to be held on Saturday, October 10, 2015; and
- Authorize the Interim City Manager to sign the Agreement, including making any modifications during the contract period, for the operation and implementation of the contract services.



KIMBERLY HUY  
Community Services Director



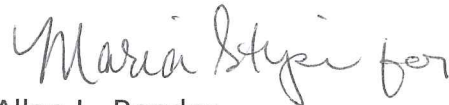
SUSAN EMERY  
Assistant City Manager



By: Alana Cheng  
Senior Administrative Analyst

Attachment 1: Agreement

Approved for Agenda listing



Allan L. Roeder  
Interim City Manager

## CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** is made and to be effective this 28<sup>th</sup> day of July 2015, (the Effective Date) by and between the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Community Arts Resources, Inc. (CARS)**, a California corporation ("CONSULTANT").

### RECITALS

The following recitals are a substantive part of this Agreement:

1. CITY desires to utilize the services of CONSULTANT to provide the agreed upon services as described below.
2. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the Agreement shall commence on the Effective Date and shall continue until completion of the work or termination pursuant to section 3.4 below.
2. **Services to be Provided.** The services to be provided by CONSULTANT shall consist of consulting services necessary to assist City staff in the planning, supporting, and producing of the "Re:Imagine Garden Grove 2015" being held on Saturday, October 10, 2015, and shall include those tasks set forth in the Scope of Work attached as Exhibit A, which is hereby incorporated herein by reference. Those services and tasks include, without limitation: implement online, print, and social media marketing strategies; develop event programming and contracting with artists and vendors; and coordinate event staff and volunteers. The Scope of Work and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONSULTANT shall be compensated as follows:
  - 3.1 **AMOUNT:** Total Compensation under this agreement shall not exceed (NTE) the amount of Seventy Six Thousand, One Hundred and Forty Six Dollars (\$76,146.00), payable in two (2) lump sum payments and in accordance with Exhibit A and Exhibit C, which is hereby incorporated herein by reference. Payment (1 of 2) in the amount of \$38,073 is due August 15, 2015,). An additional payment (2 of 2) in the amount of \$38,073 is due September 15, 2015.

- 3.2 Extra Work. CONSULTANT shall not perform extra work without written authorization from the City Manager or authorized City representative.
- 3.3 Records of Expenses. CONSULTANT shall keep complete and accurate records of payroll costs, travel and incidental expenses. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination. In the event of such termination, CONSULTANT shall be entitled to compensation for the reasonable value of the services provided by CONSULTANT through the date of termination, which shall include the actual costs incurred by CONSULTANT in providing such services, plus a reasonable profit margin. CONSULTANT will be required to provide CITY evidence of the reasonable value of the work performed. In the event CITY has not already made both lump sum payments to CONSULTANT pursuant to Section 3.1, and the reasonable value of the services provided by CONSULTANT through the date of termination exceeds the amount paid to date by CITY, then CITY shall pay CONSULTANT the difference within thirty (30) days of verification of such amount by CITY. In the event the amount paid by CITY to CONSULTANT prior to the date of termination exceeds the reasonable value of the services provided by CONSULTANT, CONSULTANT shall refund the difference to CITY within thirty (30) days of the date of termination.

#### 4. Insurance requirements

- 4.1 COMMENCEMENT OF WORK. CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the CITY.
- 4.2 WORKERS' COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all its subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law and provide Employers Liability insurance in an amount not less than \$1,000,000.
- 4.3 INSURANCE AMOUNTS. CONSULTANT shall maintain the following insurance for the duration of this Agreement.
- (a) Commercial general liability *in an amount not less than \$1,000,000.00* per occurrence (**claims made**)

**and modified occurrence policies are not acceptable);** Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (b) Automobile liability, for all autos, *in an amount not less than \$1,000,000.00* combined single limit **(claims made and modified occurrence policies are not acceptable);** Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY. Additionally, an insurance certificate and additional insured endorsement for auto liability policy is required.
- (c) Professional liability *in the amount not less than \$1,000,000* per occurrence; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, CONSULTANT shall obtain continuing insurance coverage for the prior acts or omissions of CONSULTANT during the course of performing services under the term of the Agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONSULTANT. CONSULTANT shall provide to CITY

proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

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

*If CONSULTANT maintains higher insurance limits than the minimums shown above, CONSULTANT shall provide coverage for the higher insurance limits otherwise maintained by the CONSULTANT.*

5. **Non-Liability of Officials and Employees of the City.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.
6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, sexual orientation, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT relating to the subject event is confidential and shall not be disclosed without authorization by the CITY.
10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT relating to the subject event shall be the property of the CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
  
12. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
  - a. CONSULTANT  
Community Arts Resources, Inc.  
3780 Wilshire Blvd., Ste. 1020  
Los Angeles, CA 90010
  
  - b. CITY (with a copy to):  
City of Garden Grove Garden Grove City Attorney  
11222 Acacia Parkway 11222 Acacia Parkway  
Garden Grove, CA 92840 Garden Grove, CA 92840
  
13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT'S proposal or bid, attached as Exhibit A and Exhibit C, which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and the provisions in the main body of this Agreement, the provisions in the main body of this Agreement shall govern.
  
14. **Licenses, Permits, and Fees.** At its sole expense, CONSULTANT shall obtain a **Garden Grove Business Tax Certificate**, all permits, and licenses as may be required to perform the work or services called for by this Agreement.
  
15. **Familiarity with Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
  
16. **Time of Essence.** Time is of the essence in the performance of this Agreement.
  
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part

of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.

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

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

20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual agreements executed by the CITY and CONSULTANT.
21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
23. **Work to be Performed by the City.** The City shall perform the work as outlined in Exhibit B.

(Agreement Signature Block On Next Page)



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

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

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

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

**City Manager**

**ATTESTED:**

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

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

**"CONSULTANT"**  
**Community Arts Resources, Inc.**

By: Tamara O'Connor

Name: TAMARA O'CONNOR

Title: VICE PRESIDENT

Date: 7.21.15

Tax ID No. 95-4223033

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

**APPROVED AS TO FORM:**

[Signature]  
Garden Grove City Attorney

7/22/15  
Date



C A R S

EXHIBIT A

C O M M U N I T Y A R T S R E S O U R C E S , I N C .

## **Community Arts Resources Scope of Work Re:Imagine Garden Grove Fall 2015 Event**

Community Arts Resources is pleased to present our scope of work for Re:Imagine Garden Grove 2015 Fall Event. See attached event proposal for more detail.

### **Event Strategy and Implementation Plan**

- Submit event proposal document to city planning committee in June, including draft programming, layout, timeline and budget for October 10, 2015 Re:Imagine Garden Grove event
- Finalize event name, date and times by mid-July, 2015
- Hold at least one monthly phone conference with the city staff planning committee between July and October 2015, in addition to at least two in-person meetings to discuss project progress and next steps

### **Community Outreach & Engagement Strategy**

- Hold at least one large community outreach event in August 2015 to promote October event and discuss community stakeholder issues and concerns
- Identify strategy and implementation plan for local business participation in event
- Distribute doorhangers or flyer notifications promoting the event and the corresponding street closures on every door along event route

### **Marketing and Communications Strategy**

- Contract with graphic designer, web developer, and publicist
- Develop event graphic identity and marketing and outreach collateral
  - Doorhanger or flyer notification
  - Postcard
  - Digital and printed flyers
- Update event website
- Develop communications plan for traditional, digital and social media outreach and manage outreach to local and regional press contacts
  - Confirm media partners, if applicable
- Update and manage applicable social media channels
  - Facebook
  - Twitter
  - Instagram

3780 Wilshire Blvd., Suite 1020, Los Angeles, CA 90010, Tel: 213/365-0605, Fax: 213/365-0702

[www.communityartsla.com](http://www.communityartsla.com)



### **Event Route / Layout Finalization**

- Finalize event route/layout and necessary crossing points with city staff
- Meet with necessary city staff to determine implementation strategy for:
  - Day-of event street closures and other event needs
  - The necessary advanced noticing procedures for affected community stakeholders

### **Event Programming and Schedule**

- Develop event programming ideas and siting of each program within proposed event layout
- Confirm programming and contract with all artists and vendors
- Develop and finalize schedule of programs for day-of event

### **Event Timeline and Budget**

- Oversee project timeline and budget and update as necessary

**FEE: \$76,146**

- \$38,073 due Aug. 15<sup>th</sup> (invoice to be provided to the city prior to this date)
- \$38,073 due Sept. 15<sup>th</sup> (invoice to be provided to the city prior to this date)

## EXHIBIT B

### A. The CITY shall perform the following work:

- i. Review established route and provide input and technical expertise to CONSULTANT regarding scope, scale of event, timeline, deliverables, project status, and project's next steps
- ii. Provide, coordinate, and oversee staffing for event street closures by the City of Garden Grove Police Department
- iii. Meet monthly to review CONSULTANT updates and develop City strategies for the event and review goals, programs, outreach, project status and project's next steps at in-person meetings and bi-weekly check-in phone calls with CONSULTANT
- iv. Provide technical support, maps, and other documents to assist CONSULTANT in planning of Open Streets event
  - (a.) Review and approve marketing and advertising schedule, and all associated materials and documents prepared by outside vendor hired by CONSULTANT
  - (b.) Refine event layout
  - (c.) Discuss and eventually approve programming proposed by CONSULTANT
  - (d.) Secure local programming specifically highlighting Garden Grove vendors and artists
  - (e.) Monitor event budget
  - (f.) Monitor community outreach and engagement strategy for local business participation as proposed by CONSULTANT

**A. Payment**

- i. The following is a summary of the Fees associated with the Services provided by the CONSULTANT hereunder:
  - (a.) \$38,073.00 due August 15, 2015 (invoice to be provided to the City by CONSULTANT prior to this date)
  - (b.) \$38,073.00 due September 15, 2015 (invoice to be provided to the City by CONSULTANT prior to this date)

**B. General**

- i. Except as otherwise provided herein or in an applicable SOW, all fees due to the CONSULTANT will be payable within 30 days of receipt of the applicable invoice.
- ii. All payments of the Fees must be made by cash or cash equivalent to the CONSULTANT at:  
  
3780 Wilshire Boulevard, Suite 1020, Los Angeles, CA 90010