

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Matthew J. Fertal	From:	Kimberly Huy
Dept.:	City Manager	Dept.:	Community Services
Subject:	APPROVAL OF AN AGREEMENT WITH COMMUNITY ARTS RESOURCES, INC. FOR PHASE II PLANNING OF THE "RE:IMAGINE GARDEN GROVE: ORANGE COUNTY'S FIRST OPEN STREETS EVENT"	Date:	April 22, 2014

OBJECTIVE

To request that City Council approve an Agreement with Community Arts Resources, Inc. (CARS) for Phase II planning of the "Re:Imagine Garden Grove: Orange County's First Open Streets Event," to be held on Sunday, October 12, 2014.

BACKGROUND

In August 2013, the Community Development Department launched the Re:Imagine Downtown Project, a 20-year visioning plan aimed at balancing the access and recreational needs of residents and visitors with the economic viability needs of business owners. Through an online forum, the public began submitting ideas on topics such as parks, performing arts, retail, and parking. A common suggestion for revitalizing the downtown area was through the staging of different and interesting events that would showcase the potential of the Downtown and reinforce its identity as a unique place. The idea of an "open streets" event was suggested on the Re:Imagine website.

In summer 2013, the City received a grant from Southern California Association of Governments (SCAG). The Sustainability Active Transportation Program Grant, in the amount of \$200,000, provides for a portion of the grant (\$80,000) to be used for community education and engagement, and an open streets event meets the program requirements.

Following receipt of the grant, staff sought the expertise of Community Arts Resources, Inc., a firm specializing in innovative public festivals. The firm has staged events for various cities and organizations, and is most known for the popular CicLAvia in Los Angeles, where otherwise heavily-congested thoroughfares

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like Wilshire Boulevard are closed to cars and 'open' only to pedestrians and cyclists.

In November 2013, the City approved an agreement with CARS for Phase I of their proposal to brainstorm a similar type of event for our community. Phase II of the Agreement moves the process into the nuts and bolts of planning the actual event. Through all the varied parts of planning, the overarching objective remains constant, which is: to re-brand Garden Grove as an active, healthy, lively, culturally diverse and engaging city, that functions as a "place" with effective pedestrian and bike travel paths.

### DISCUSSION

"Re:Imagine Garden Grove: Orange County's First Open Streets Event" will bring people together for the fun of walking and biking in parts of town that are usually reserved for cars. Open Streets will close two miles of the open streets route (see attached map) for a walking/cycling event, and will allow residents and visitors to see and experience the city on a different level and discover new things.

This community celebration will help bring the downtown of the future into the present by creating a pop-up version of the newly-imagined heart of the city. Through multicultural performances, temporary public art, a culinary stage, interactive children's activities, a food truck zone, and vendor marketplace, event-goers will explore downtown in its current form while envisioning what it could become.

The event will be a unique, new experience for the community, and an effective way to further the Re:Imagine Downtown Project, as well as promote bicycling activities and a healthier lifestyle.

### FISCAL IMPACT

Funding for this event will come from a combination of funding sources. The total cost of Phase II is \$155,380. For this portion of the contract, staff is requesting that \$100,000 of illegal gambling funds be used from Police Contraband Forfeiture funds. Such funds can be used to better educate the community and to provide an opportunity for the community to interact with the members of the Police Department in a positive, family environment.

Additionally, staff is requesting that \$50,000 be funded from the FY 2014-15 General Fund Budget, with the remaining \$3,800 funded from the existing budget, of which there are sufficient funds to pay the remaining contract amount. These funds will pay for Phase II of the contract with CARS.

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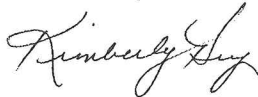
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Phase III will be paid utilizing a grant that the City will receive from SCAG. The Sustainability Active Transportation Program Grant, in the amount of \$200,000, provides for a portion of the grant (\$80,000) to be used for community education and engagement, and this event meets that program requirement.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Agreement with CARS for Phase II planning of the "Re:Imagine Garden Grove: Orange County's First Open Streets Event," to be held on Sunday, October 12, 2014; and
- Authorize the 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

Director



By: Jennifer Goddard Nye  
Senior Administrative Aide

Attachment 1: Agreement

Attachment 2: Map of Event Area

Recommended for Approval



Matthew Feral  
City Manager

## **CONSULTANT SERVICES AGREEMENT**

**THIS AGREEMENT** is made and to be effective this 22nd day of April 2014, (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. In the event of such termination, the City will compensate CONSULTANT for work performed to date in accordance with Scope of Work and the payment schedule, which are attached respectively as Exhibits A and C hereto and are incorporated herein by reference. CONSULTANT is required to present evidence to support performed work.
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 of "Re:Imagine Garden Grove: Orange County's First Open Streets Event" being held on Sunday, October 12, 2014, and shall include those tasks set forth in the Scope of Work attached as Exhibit A. Those services and tasks include: community outreach and engagement with an advisory committee; implement online, print, and social media marketing strategies; develop event programming and contracting with artists and vendors; and coordinate event staff and volunteers.
3. **Compensation.** CONSULTANT shall be compensated as follows:
  - 3.1 **AMOUNT:** Total Compensation under this Agreement shall not exceed (NTE) the amount of One Hundred Fifty-five Thousand Three Hundred Eighty Dollars (\$155,380.00), payable in two (2) payments in

accordance with Exhibit A and Exhibit C. Under the City's supervision, Community Arts Resources, Inc. (CARS) will conduct a series of tasks in connection with supporting and producing the "Re:Imagine Garden Grove: Orange County's First Open Streets Event" being held on Sunday, October 12, 2014.

- 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 and CONSULTANT shall each have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination to the other party.

#### 4. Insurance requirements

- 4.1. COMMENCEMENT OF WORK. CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.
- 4.2 Workers' Compensation Insurance. For the duration of this Agreement, CONTRACTOR and all its subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law provide Employers Liability 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. 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.
  - (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, its 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, its 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. (mailing address) (with a copy to):  

City of Garden Grove	City of Garden Grove
ATTN: Purchasing	Garden Grove City Attorney
11222 Acacia Parkway	11222 Acacia Parkway
P.O. Box 3070	P.O. Box 3070
Garden Grove, CA 92842	Garden Grove, CA 92842
  
13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT'S proposal, attached as Exhibits A and C. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
  
14. **Licenses, Permits, and Fees.** At its sole expense, CONSULTANT shall obtain a **Garden Grove Business License**, all permits, and licenses as may be required by this Agreement.
  
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 set forth in Exhibit B, which is incorporated herein by this reference.

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

"CITY"  
CITY OF GARDEN GROVE

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

By: \_\_\_\_\_  
Matthew J. Fertal, City Manager

ATTESTED:

\_\_\_\_\_  
Kathleen Bailor, CMC, City Clerk

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

"CONSULTANT"  
Community Arts Resources, Inc.

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

Name: \_\_\_\_\_


Title: \_\_\_\_\_

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

Tax ID No. \_\_\_\_\_

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:

  
\_\_\_\_\_  
Thomas F. Nixon, City Attorney

Date: 4/17/14



C A R S

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 .

March 3, 2014

City of Garden Grove  
Attn: Jennifer Goddard Nye  
11222 Acacia Parkway  
Garden Grove, CA 92840

Dear Jennifer,

This letter represents an agreement between Community Arts Resources (CARS) and The City of Garden Grove (the City) for Phase Two services rendered in support of developing and producing the Garden Grove Re:Imagine Downtown/Open Streets Fall 2014 Event.

Attached to this letter is CARS' Phase Two Scope of Services to be completed between March and July, 2014. The total cost of Phase Two services is **\$155,380**. The payment schedule shall be as follows:

- \$77,690 due May 15<sup>th</sup> (invoice to be provided to the city prior to this date)
- \$77,690 due July 31<sup>st</sup> (invoice to be provided to the city prior to this date)

Your signature signifies your agreement and allows us to move forward on this project.

Jennifer, we are delighted to work with you and your team and we look forward to a successful and impactful event in the Fall of 2014.

Sincerely,

Aaron Paley  
President, Community Arts Resources



## Signature Page

Aaron Paley: \_\_\_\_\_  
President  
Community Arts Resources  
Date: \_\_\_\_\_

Jennifer Goddard Nye: \_\_\_\_\_  
Senior Administrative Aide, Office of Community Relations  
City of Garden Grove  
Date: \_\_\_\_\_



## **Phase Two Scope of Work Garden Grove Fall 2014 Event**

Community Arts Resources is pleased to present our scope of work for Phase Two of the Garden Grove Fall 2014 Event. As discussed in our proposal, we have broken out our work on this project into three phases:

- Phase One: June 2013 – February 2014
- Phase Two: March – July 2014
- Phase Three: August – December 2014

### ***Phase Two: March – July 2014***

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

- Work with city staff to identify approximately eight community stakeholders to act as the community advisory committee and develop strategy for their involvement in the promotion of the event
  - Meet with community advisory committee at least twice
- Hold at least one large community outreach event to promote October event and discuss community stakeholder issues and concerns
- Identify strategy 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**

- Confirm event name
- Contract with graphic designer, web developer, and publicist
- Develop event graphic identity and initial round of marketing and outreach collateral
  - Doorhanger or flyer notification
  - Postcard
  - Digital and printed flyers
- Develop event website and launch initial pages of site (about and news/updates pages)
- Develop communications plan for traditional, digital and social media outreach and begin soft outreach to local and regional press contacts
  - Confirm media partners, if applicable
- Launch applicable social media channels and begin regular posting
  - Facebook
  - Twitter
  - Instagram



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

- Finalize event route/layout and necessary crossing points with city staff and community advisory committee
- 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**

- Continue to develop event programming ideas and recommendations for siting of each program within proposed event layout
- Begin to confirm programming and contract with initial artists and vendors
- Develop draft schedule of programs for day-of event
- Determine feasibility of day-of event police-escorted community feeder rides from at least three locations throughout the city
  - Work with necessary city staff and community stakeholders to determine feasibility of and specifics around how this program could work

### **Event Timeline and Budget**

- Oversee project timeline and budget and update as necessary

**FEE FOR PHASE TWO:      \$155,380**

- \$77,690 due May 15<sup>th</sup> (invoice to be provided to the city prior to this date)
- \$77,690 due July 31<sup>st</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. Continue to 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 Phase Two 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.) Continue to refine event layout
  - (c.) Continue to discuss and eventually approve programming proposed by CONSULTANT
  - (d.) Continue to secure local programming specifically highlighting Garden Grove vendors and artists
  - (e.) Serve as liaison to community advisory committee selected by City and CONSULTANT and attend two-to-three meetings with advisory committee members
  - (f.) Monitor event budget
  - (g.) Monitor community outreach and engagement strategy for local business participation as proposed by CONSULTANT

EXHIBIT C

**A. Payment**

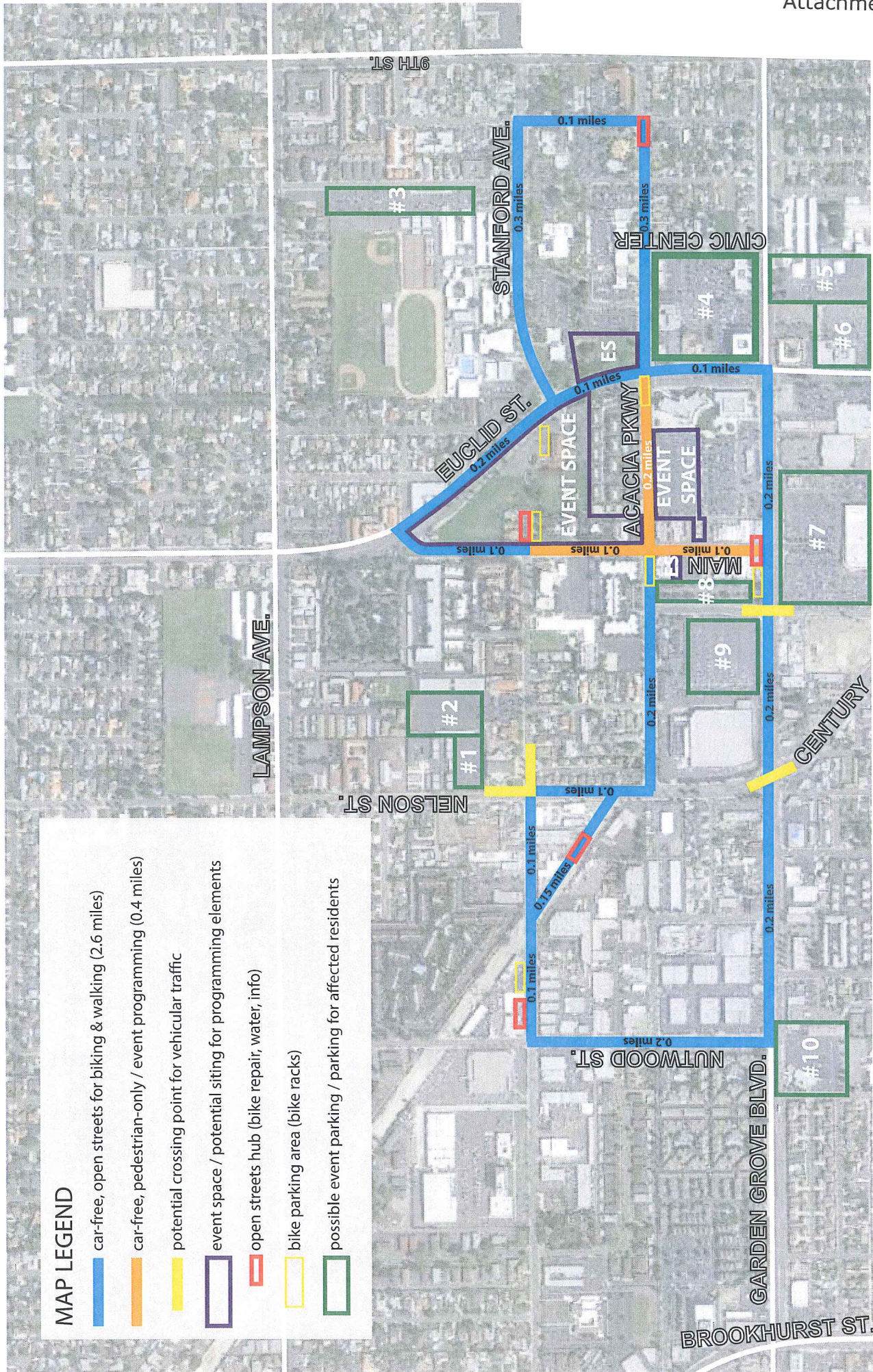
- i. The following is a summary of the Fees associated with the Services provided by the CONSULTANT hereunder:
  - (a.) \$77,690.00 due May 15, 2014 (invoice to be provided to the City by CONSULTANT prior to this date)
  - (b.) \$77,690.00 due July 31, 2014 (invoice to be provided to the City by CONSULTANT 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



# GARDEN GROVE 2014 EVENT



## MAP LEGEND

- car-free, open streets for biking & walking (2.6 miles)
- car-free, pedestrian-only / event programming (0.4 miles)
- potential crossing point for vehicular traffic
- event space / potential siting for programming elements
- open streets hub (bike repair, water, info)
- bike parking area (bike racks)
- possible event parking / parking for affected residents