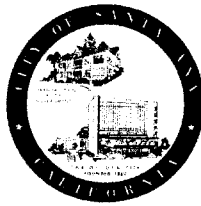


# REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

JANUARY 4, 2010

TITLE

CONSULTANT AGREEMENT FOR GO LOCAL PROGRAM STEP 2 PUBLIC OUTREACH (PROJECT 09-2505)

CLERK OF COUNCIL USE ONLY:

APPROVED

- As Recommended
- As Amended
- Ordinance on 1<sup>st</sup> Reading
- Ordinance on 2<sup>nd</sup> Reading
- Implementing Resolution
- Set Public Hearing For \_\_\_\_\_

CONTINUED TO \_\_\_\_\_

FILE NUMBER \_\_\_\_\_

  
\_\_\_\_\_  
CITY MANAGER

## RECOMMENDED ACTION

Authorize the City Manager and Clerk of the Council to execute the attached agreement with Consensus Inc. in the amount of \$50,000, to initiate the Go Local Program Step 2 public outreach program for the Santa Ana and Garden Grove modern streetcar project, subject to nonsubstantive changes approved by the City Manager and City Attorney.

## DISCUSSION

On May 12, 2008 the OCTA Board allocated \$5.9 million in Step 2 funding to Santa Ana for planning and development of a modern streetcar concept. On August 3, 2009, the City Council authorized staff to execute an agreement with the Cordoba Corporation and its team of consultants to conduct the Go Local Program Step 2 technical analysis. At the same time, the City Council approved setting aside \$50,000 to hire a Public Outreach firm to support Santa Ana's Go Local planning and development activities.

Due to the interconnection between the fixed guideway project and the planned SARTC expansion and Santa Ana Boulevard grade separation project, as well as the Station District project, the public outreach team will be asked to develop a program which improves community understanding and solicits community feedback on the City's overall transit vision which also encompasses initiatives such as the Station District and the new Transit Zoning Code. This outreach effort would be coordinated internally between Public Works, Community Development and Planning and Building agencies with assistance from the OCTA Public Affairs Department. Among other things, the public outreach program will clearly communicate anticipated community benefits, potential community impacts, and possible economic development opportunities associated with these various projects. Given the magnitude and complexity of these

projects; it is imperative that a skilled team of professionals conduct a comprehensive public outreach campaign (see Exhibit A, Scope of Work).

Staff interviewed each of the outreach firms that originally proposed as a team member on the Go Local project. It was determined that Consensus Inc. is best suited to help the City meet its public outreach objectives. Consensus Inc. is a leading strategic communications firm in Southern California with a keen understanding of how community relations, media strategy and political outreach work seamlessly together to deliver results for clients. Consensus Inc. specializes in communicating complex and controversial information to communities, public officials and the media (see Exhibit B, Qualifications).

Led by a team of multicultural professionals with a broad range of experience in local, state, and federal government, community relations, media strategy and public relations, Consensus Inc. brings unique insight to the communication challenges marked by emerging polarization among business, government and members of the public. Consensus Inc.'s proposed project manager, George Gonzalez, is fluent in Spanish and is familiar with the community as he helped Santa Ana coordinate a successful 2000 Census. The principal in charge will be Jennifer Labrado. She has been involved with projects such as the Anaheim Fixed Guideway Project, Irvine's i-Shuttle, the California High Speed Train, the Metro Gold Line Foothill Extension and The Boulevards at South Bay.

Staff recommends that Council award an agreement to Consensus Inc., who originally was part of the David Evans and Associates project team that proposed on the Go Local Program Step 2 technical analysis, to conduct the public outreach program based upon their related experience, key personnel and project team (see Exhibit C, Agreement).


**ENVIRONMENTAL IMPACT**

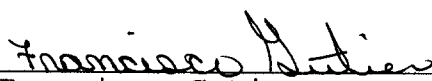
There is no environmental impact associated with this action.

**FISCAL IMPACT**

Funds are available in the Measure M - Street Construction Fund (account no. 3217661-66220, project 09-2505).

APPROVED AS TO FUNDS AND ACCOUNTS:

  
\_\_\_\_\_  
Raul Godinez II  
Executive Director  
Public Works Agency

  
\_\_\_\_\_  
Francisco Gutierrez  
Executive Director  
Finance & Management Services Agency

# **SANTA ANA TRANSIT PROGRAM PUBLIC OUTREACH**

## **I. INTRODUCTION**

The City of Santa Ana requires the assistance of a Consultant with excellent experience in preparing and executing public outreach programs for complex transit studies. The Consultant must have in-depth knowledge of CEQA/NEPA requirements for public participation; familiarity with local leaders, issues, and neighborhoods; understanding of economic development issues and opportunities; and appreciation for the intricate relationship between land use and transportation.

The public outreach program shall communicate fixed guideway study information to the public in order to gain community understanding and solicit community feedback. Among other things, the public outreach campaign should clearly communicate anticipated community benefits, potential community impacts, and possible economic development opportunities associated with the Santa Ana Fixed Guideway project.

## **II. PROJECT BACKGROUND**

The Santa Ana Fixed Guideway Project will serve as local connector to regional and national rail, bus, and airport transportation services provided at the Santa Ana Regional Transportation Center (SARTC). It will also serve as a local circulator in the downtown/government center area, the Station District and several other Santa Ana neighborhoods.

The desired attributes of the Santa Ana Fixed Guideway system are:

1. Stimulate land development and economic activity
2. Integrate well with the surrounding community
3. Provide connectivity between regional rail and bus services at SARTC and major destinations
4. Ensure that passenger safety and security are adequately addressed
5. Use clean energy
6. Be attractive, comfortable, friendly, accessible and easy to maintain
7. Integrate well with bicycle and pedestrian activity
8. Provide a cost-effective system
9. Meet future mobility needs
10. Maximize use of existing right-of-way
11. Engage with business and activity centers along the line
12. Minimize construction impacts

## **III. SCOPE OF WORK**

Task 1 – Develop messaging which effectively communicates the linkages among:

- Santa Ana Fixed Guideway Project
- SARTC Master Plan

## **SANTA ANA TRANSIT PROGRAM PUBLIC OUTREACH**

- Santa Ana Boulevard grade separation
- Station District
- New Transit Zoning Code

### Task 2 -- Prepare "canned" presentation for City leaders and staff to share with:

- Neighborhoods
- Business and professional groups
- Stakeholders

### Task 3 - Provide support for community meetings, including:

- Meeting facilitation
- Preparation of meeting notices and agendas
- Review and refinement of presentation materials
- Preparation and distribution of meeting summaries with action items

### Task 4 - Attend technical team meetings, as requested:

- Bi-weekly Fixed Guideway Project status meetings
- Monthly Fixed Guideway Project Development Team meetings
- Station District team meetings
- Other meetings to be determined

### Task 5 - Provide timely written updates to Santa Ana's:

- Public Works Agency
- Community Development Agency
- Planning and Building Agency
- Others, as requested

### Task 6 - Assist with CEQA/NEPA public meetings, including:

- Scoping meeting(s)
- Public hearing(s)

While carrying out each of the above activities, the Consultant shall gain prior approval from the Fixed Guideway project manager and/or transit program manager for all materials to be presented and distributed to the public

In addition, the Consultant shall create and maintain a meeting environment that:

- Stimulates discussion
- Encourages everyone to express an opinion
- Discourages personal attacks
- Prevents any individual or group from dominating the meeting

Finally, the Consultant shall present immediate feedback to the Fixed Guideway project manager and/or Transit program manager when highly controversial issues arise or negatively charged meetings occur.

Consensus

City of Santa Ana



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## Firm Profile

Consensus Inc. is one of the largest firms in the western United States specializing in community relations. Since 1986, the firm has successfully engaged the public, building grassroots community support for complex projects in the transportation, environmental, public facilities and real estate industries. Our extensive transportation experience includes designing and implementing public involvement programs for multi-modal, multi-jurisdictional projects often located within multi-cultural communities.

Our communication programs are strategically designed to allow for wide participation while reducing conflict and confusion. The Consensus Inc. portfolio of transportation projects includes:

- Transportation planning / feasibility studies
- Goods movement/freight corridor studies
- Environmental Impact Reports/Statements
- High-speed rail
- Bus rapid transit expansions
- Bridge retrofits
- Major Investment Studies for highway corridors
- Light rail expansions
- Urban corridor studies
- Interstate highway expansions

Consensus Inc. believes that mobility serves as the foundation for the quality of life and economic viability of our region. Engaging the public in the development and implementation of transportation solutions provides stakeholders with a sense of ownership and accountability as concepts evolve into reality.

## Firm Experience

Over the past 23 years, Consensus Inc. has provided public outreach expertise for transportation projects throughout California. A snapshot of the transportation-related public outreach programs designed and implemented by our highly skilled staff is provided below.

Qualifications

Project	Client
Anaheim to Los Angeles High Speed Train Project	CA High-Speed Rail Authority
Riverside County-Orange County Corridor Major Investment Study	OCTA
South Orange County Major Investment Study	OCTA
Metro Gold Line Foothill Extension	MGLFE Construction Authority
Metro Canoga Transportation Corridor Project (Orange Line Extension)	Metro
Anaheim Fixed Guideway	City of Anaheim
Anaheim Transit Master Plan	City of Anaheim
Go Local-Los Alamitos & Seal Beach	Cities of Los Alamitos & Seal
Interstate 405 Widening – Environmental Phase	OCTA
I-5 Shuttle Outreach	City of Irvine
US 101 Freeway Corridor Improvement Study	Caltrans/Metro
Los Angeles to Palmdale High Speed Train Project	CA High-Speed Rail Authority
101/405 Interchange Improvement Program	SCAG/Caltrans
I-405 Improvement Program	Caltrans
Metro Gold Line Foothill Extension LA/Ontario International Airport	MGLFE Construction Authority
San Bernardino to Redlands Alternatives Analysis	SANBAG
I-5 Corridor Major Investment Study	Metro
I-5 Interim HOV Lane Improvement Study	Metro
I-710 Major Corridor Study	Metro/Caltrans
SR-2 Terminus Improvement Study	Metro
San Fernando Valley East-West Transit Corridor (Metro Orange Line)	Metro
National I-10 Freight Corridor Study	Multiple State DOTs
California High Speed Rail Feasibility Study	SCAG
LAX/South (Orange County) High-Speed Ground Access Study	SCAG
Bridge Improvement Program	City of Los Angeles
Metropolitan Bakersfield Transportation System Study	Caltrans/Kern COG
Mid-City/Westside Major Investment Study	Metro



## Project Experience

### California High-Speed Rail Authority

*Public Involvement Program for the Feasibility and Environmental Studies of a High-Speed Rail System in California*



Since 1994, Consensus Inc. has developed and implemented statewide public involvement programs – including strategic communications and media relations programs – for the California High-Speed Rail Authority (CHSRA). Our work includes public involvement programs for various feasibility and environmental studies for a proposed statewide system. Consensus Inc. has successfully reached out to elected officials, public agencies, special interest groups, community stakeholders, city and county staffs, chambers of commerce and other business organizations to provide them with project information specific to the development of initial alternatives, gain their feedback and comments, and answer their questions related to high-speed rail in California.

- California Statewide High Speed Rail Feasibility Studies (1994 – 1996)
- Public Involvement Programs for the Los Angeles to Bakersfield Segment: Program-Level Environmental Impact Statement/ Report (EIS/EIR) (2001 – 2003)
- Los Angeles to Palmdale Section Environmental Review and Preliminary Engineering (2007 to Present)

#### Anaheim to Los Angeles Corridor Section (2007 to Present)

Consensus Inc. directs the public involvement program for the Anaheim to Los Angeles (A-LA) corridor for the environmental review and preliminary engineering phase of the project. This section is part of an 800-mile high-speed train line that will run throughout the state from San Diego to the Bay Area and Sacramento. The A-LA section is considered to be the furthest along in development, and much of Consensus Inc.'s outreach program is used as the model for the other sections.

In Spring 2007, Consensus Inc. coordinated and executed three public scoping meetings in Anaheim, Norwalk and Los Angeles to

receive input from stakeholders about the scope of the environmental review process. More than 100 stakeholders attended the meetings, consisting of a hybrid open house/presentation format. To notify the public of the meetings, Consensus Inc. mailed 4,500 bilingual notices to stakeholders, placed paid advertisements in 11 local publications and asked local corridor cities to distribute information to their residents. In addition, Consensus Inc. worked with the technical team to design a presentation that was both thorough and easy-to-understand.

In the Fall of 2008, Consensus Inc. facilitated Design Workshops with staff from each individual corridor city to provide staff an overview of the alignments through their city and to obtain feedback on potential impacts. Consensus Inc. is currently working closely with the section's technical team to once again engage both the corridor cities and interested stakeholders to communicate the details of the Alternatives Analysis.

While directly supporting the project's outreach as is required by CEQA and NEPA, Consensus Inc. conducts general outreach within the corridor area, as well as in the Southern California region given the large-scale scope of high-speed rail. Consensus Inc. identifies and prioritizes community organizations that will have the most interest in the project, as well as high-level stakeholders with interested constituencies, resulting in more than 110 groups and elected officials receiving briefings on the project since 2007.

In addition, Consensus Inc. conducts extensive outreach throughout Southern California to inform stakeholders about both the local project corridor and statewide system. By targeting community-centric events, Consensus Inc. has engaged more than 4,000 stakeholders in conversations about the project since 2007 and, as a result, signed up more than 500 individuals to the project's mailing list and collected more than 50 video testimonials about the project.

The successful media relations strategy crafted by Consensus Inc. resulted in an abundance of stories in print, television, radio, and online mediums - including a front-page graphic and subsequent Page 3 feature story by the Orange County Register. The California High-Speed Rail system is also a popular topic in the blogosphere, which Consensus Inc. monitors weekly, along with such social mediums as Facebook, MySpace, and Twitter.

## The City of Anaheim

### *Public Involvement Program for the Anaheim Fixed-Guideway Transit Corridor Study, Go Local Study and Anaheim Transit Master Plan*

Consensus Inc. is currently engaged as the outreach sub-consultant with the PBS&J technical team for the Anaheim Fixed-Guideway Transit Corridor Study. As part of the Go Local Program, the City of Anaheim was selected by the Orange County Transportation Authority (OCTA) to advance the study of a fixed-guideway system through the environmental study process and to complete conceptual engineering and design for the project. The Anaheim Fixed-Guideway project is envisioned to operate as a high-capacity system, providing convenient and efficient transfers to Metrolink, Amtrak, Bus Rapid Transit (BRT), local bus, and future high-speed train services connecting at ARTIC. This connection will link Orange County's "backbone" Metrolink commuter rail system to the City of Anaheim's major employment and activity centers in the Platinum Triangle and The Anaheim Resort™.

Consensus Inc. is charged with leading the outreach efforts on behalf of the city. The public outreach strategy is designed to educate stakeholders, elected officials, and other target audiences and ensure maximum public input throughout the study. Outreach activities include implementing public workshops and open houses at key project milestones, including early scoping, scoping and the release of the Draft Environmental Impact Report (DEIR)/Draft Environmental Impact Statement (DEIS). In addition, Consensus Inc. is engaging stakeholders in the environmental process by conducting informational briefings and presentations to key community groups. Consensus Inc. developed comprehensive public information materials for the project, including a project fact sheet, web site, e-mail blasts and newsletter to better inform the public about the project's Purpose and Need, alternatives under consideration and key project milestones. All outreach performed during the Public Involvement Program is designed to comply with all EIR/EIS requirements, including environmental justice outreach.

Consensus Inc. was also involved in Phase 1 of the project, which included implementing a targeted public involvement program to develop a Transit Master Plan in affiliation with OCTA's Go Local

Program. The Transit Master Plan strived to meet the City's current and future mobility needs, with consideration for how commuters, including residents, workers, and visitors travel – while simultaneously exploring new modes of transportation that will enhance their ability to get places safely and efficiently.

Key outreach activities in Phase 1 included: identifying and briefing key Anaheim business leaders, formulating the strategy and implementation of an open house, and developing and facilitating two key Stakeholder Workshops which brought important business and community leaders to the table to discuss their vision for transit within the city and solicited their feedback on the initial transit concepts. Outreach was also conducted at both Metrolink train stations, resulting in more than 740 surveys being distributed and hundreds of people engaged and educated on the Transit Master Plan. The survey results were used to help determine the preferences and needs of riders and will contribute to the alternative development for the Go Local Program.

In addition, Consensus Inc. worked in collaboration with the City's public information office to develop web appropriate information on the study, complete with an interactive online survey for interested stakeholders. Awareness of this option was also publicized through the development and distribution of a press release to both the Orange County Register and the two local community newspapers.



### **Tetra Tech, Inc.**

*The Boulevards at South Bay (Former Cal Compact Landfill):  
Carson, CA Community Relations Efforts for Site Restoration of  
Former Cal Compact Landfill*

Consensus Inc. was engaged in early 2008 to conduct community relations for site restoration of The Boulevards at South Bay, a 157-acre proposed mixed-use development in Carson, CA. Between 1959 and 1965 the property was a municipal landfill site, and in recent years elevated levels of chemicals of concern were found in the landfill and groundwater. The site is located between the I-405 and a residential community that consists of three mobile estate parks and numerous single-family homes.

Tetra Tech, Inc. led site remediation activities to restore the site, contain the waste, and prepare for development. These activities included initial grading of the former landfill area followed by compaction of the landfill waste using a technology known as Deep Dynamic Compaction (DDC). DDC is the process of compacting soil and underlying waste by dropping a heavy weight from a rig. The implementation of DDC for this project is the most extensive use of this technology in the Southern California region. Additional activities included construction of an engineered landfill cap of low linear density polyethylene (LLDPE), installation of a landfill gas collection and treatment system, installation of a groundwater collection and treatment system, monitoring of the ground water, and installation of a building protection system under each occupied building.

Since beginning work early last year, Consensus Inc. has employed a variety of techniques to convey technical information to the community and reduce anxiety surrounding site remediation activities. A project manager from Consensus Inc. staffs an on-site community relations office and monitors the project information line to address issues and questions from local residents and stakeholders. The project information line allows Consensus Inc. to immediately respond to concerns and report them to the on-site technical team.

Concerns relayed through the project information line help Tetra Tech, Inc. identify and rectify potential issues before they escalate to regulatory agencies. During the seven-month duration of DDC activities, Consensus Inc. received calls from adjacent residents voicing concerns regarding vibration levels. Consensus Inc. worked collaboratively with the on-site team and the DTSC to immediately respond to resident concerns by conducting home visits and, at times, installing vibration monitoring equipment to ensure vibration levels were compliant with the regulatory standards. Although vibration levels did not surpass approved standards, adjustments were occasionally made in response to the community's calls to lessen the inconvenience created by the residual vibration levels.

Consensus Inc. has worked closely with the DTSC, the City, and decision-makers to ensure regulatory standards and public participation requirements are met and stakeholders concerns are addressed. Consensus Inc. continues to play an integral role in

fulfilling the DTSC Public Participation Process requirement by preparing the site's DTSC Fact Sheet, developing and disseminating the required Work Notices, and organizing Community Update Meetings.



## Staff Biographies

### Jennifer Labrado, Vice President

As vice president for Consensus Inc. in Orange County, Jennifer Labrado brings an understanding of the region's issues, politics and communities to our firm. Jen designs and directs strategic communication and outreach programs for key Consensus Inc. clients while leading the development of new business opportunities in Orange County.

Jen specializes in understanding the complexities of infrastructure projects in a wide range of industries ranging from transportation to alternative energy to education. She develops strategic communication programs that result in community support by bridging the technical divide, making information understandable and relevant to the average stakeholder.

With more than a decade of experience, Jen has worked in the private, non-profit and government sectors and easily navigates from community centers to board rooms.

Jen is a graduate of the nationally recognized, Coro Foundation's Fellows Program in Public Affairs and received her Bachelor of Arts in American Studies from the University of California at Davis.

She holds membership in numerous professional organizations, and her work has been recognized by both the Los Angeles and Orange County chapters of the Public Relations Society of America (PRSA).



### Michelle Sinning, Senior Account Manager

Based in the Irvine office, Michelle directs public relations and outreach programs for transportation, real estate development, economic development and wastewater issues. She has extensive experience in advertising and public relations, working for firms in San Diego and Indiana, managing branding efforts for clients in the construction, real estate and transportation industries. She has

expertise in crisis and reputation management, providing strategic counsel on soil and groundwater contamination and sensitive health care industry issues. Michelle has written feature stories for The San Diego Daily Transcript, San Diego Business Journal, California Real Estate Journal, Western Real Estate News, Business Facilities and Multifamily Executive. She is a graduate of the University of Wisconsin, Stevens Point, with a BS in Communication (with concentrations in public relations and journalism). She is an accredited member of the Public Relations Society of America.

### George Gonzalez, Account Manager

George brings extensive experience in communications strategies for water, power, and air quality issues and has managed communications for land use and transportation programs throughout Southern California. George's bilingual and bicultural knowledge is invaluable for interaction with traditionally hard to reach communities and for facilitating understanding of complex legislative issues. George has served as press deputy to Councilmember Jose Huizar, District 14 in the City of Los Angeles as Census 2000 Coordinator for the City of Santa Ana, and as Academic Coordinator for the State of California Student Opportunity and Access Program. He received his MA in Public Policy from Claremont Graduate University and his BA in Political Science from California State University at Fullerton. George is fluent in Spanish.



**AGREEMENT FOR PROVISION OF  
PUBLIC OUTREACH SERVICES**

THIS AGREEMENT, made and entered into this 4<sup>th</sup> day of January, 2010 by and between Consensus, Inc., a California corporation (hereinafter "Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (hereinafter "City").

**RECITALS**

- A. The City desires to retain a consultant having special skill and knowledge in the field of public outreach, to update the public regarding Santa Ana's proposed development of a Fixed Guideway System.
- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

**1. SCOPE OF SERVICES**

Consultant shall perform public outreach services to gain community understanding and solicit community feedback regarding the proposed Fixed Guideway System. Among other things, the public outreach campaign will communicate anticipated community benefits, potential community impacts, and possible economic development opportunities associated with the Santa Ana Fixed Guideway project (Exhibit1).

**2. DELIVERY OF WORK PRODUCT - OWNERSHIP**

Consultant warrants and represents that it has the absolute right to enter into and perform this Agreement and will perform its obligations hereunder in accordance with standards and practices prevailing in the industry. Consultant's contribution to the Project, including works to be produced by Consultant hereunder, will not infringe or misappropriate the proprietary or personal rights of any third person or party. Consultant shall deliver to City any work product which results from the services provided. Said work product shall be submitted in hard copy and produced in a form compatible with City's information systems, as agreed between the Project Manager and Consultant.

EXHIBIT C

**25G-16**



In regard to all material produced as a deliverable under this Agreement, including but not limited to records, papers, drawings, specifications, programs, systems and other materials prepared by Consultant, Consultant agrees, for itself and its affected officers, employees, agents, contractors, and volunteer workers, that (a) other such material shall be the property of the City, and may not be copyrighted without prior review from the City, and (b) the authors of all such material, whether copyrighted or not, award to the City, and to its officers, agents and employees acting within the scope of their official duties, as a condition of payment to the Consultant, a royalty-free, nonexclusive, irrevocable license throughout the world for governmental purposes to disclose, publish, translate, reproduce, and use such materials.

### **3. COMPENSATION**

a. City agrees to pay, and Consultant agrees to accept as total payment for its services, the rates and charges identified in Exhibit 2. The total sum to be expended under this Agreement shall not exceed \$50,000 during the term of this Agreement.

b. Payment by City shall be made within thirty (30) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. City shall retain ten percent (10%) of the contract price for each project until the completed Project has been accepted by City. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

### **4. TERM**

This Agreement shall commence on the date first written above and terminate on December 31, 2010, unless terminated earlier in accordance with Section 13, below. The term of this Agreement may be extended by a writing executed by the Executive Director of Public Works and the City Attorney.

### **5. INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### **6. INSURANCE**

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

a. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance which shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.

b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 combined single limit. Such insurance shall include coverage for owned, hired and non-owned automobiles.

c. Worker's Compensation Insurance. In accordance with the provisions of Section 3300 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.

d. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:

- (i) Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
- (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved in form by the City Attorney.
- (iii) Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.

e. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

## **7. INDEMNIFICATION**

Consultant agrees to and shall indemnify and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims

for personal injury, including health, and claims for property damage, which may arise from the negligence, recklessness or willful misconduct of the Consultant or its contractors, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the negligence, recklessness or willful misconduct of Consultant arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding.

## **8. CONFIDENTIALITY**

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

## **9. CONFLICT OF INTEREST CLAUSE**

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

## **10. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by facsimile or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:                      Clerk of the City Council  
   City of Santa Ana

20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
facsimile (714) 647-6956

With courtesy copies to:

Public Works Agency – Transportation Engineering Div.  
City of Santa Ana  
20 Civic Center Plaza (M-43)  
P.O. Box 1988  
Santa Ana, California 92702  
facsimile (714) 647-5616

and

City Attorney  
City of Santa Ana  
20 Civic Center Plaza (M-29)  
P.O. Box 1988  
Santa Ana, California 92702  
facsimile (714) 647-6515

To Consultant: Consensus Inc.  
66 Wilshire Boulevard, Suite 100  
Los Angeles, California 90017  
Facsimile (213) 438-1764

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by facsimile, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

## 11. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant nor the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

## **12. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

## **13. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate. However, any use of unfinished work product shall be at City's sole risk.

b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

## **14. DISCRIMINATION**

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

## **15. JURISDICTION - VENUE**

This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed and construed in accordance with the laws of the State of California. This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**16. PROFESSIONAL LICENSES**

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of her inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

**17. MISCELLANEOUS PROVISIONS**

a. Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

b. Captions and headings in this Agreement, including the title of this Agreement, are for convenience only and are not to be considered in construing this Agreement.

c. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
MARIA D. HUIZAR  
Clerk of the Council

\_\_\_\_\_  
DAVID N. REAM  
City Manager

**APPROVED AS TO FORM:**

JOSEPH W. FLETCHER  
City Attorney

**CONSENSUS, INC.**

By: \_\_\_\_\_  
Laura Sheedy  
Assistant City Attorney

\_\_\_\_\_  
JENNIFER LABRADO  
Vice President  
Tax ID# \_\_\_\_\_

## EXHIBIT 1

# SANTA ANA FIXED TRANSIT PROGRAM PUBLIC OUTREACH

### I. INTRODUCTION

The public outreach program shall communicate fixed guideway study information to the public in order to gain community understanding and solicit community feedback. Among other things, the public outreach campaign should clearly communicate anticipated community benefits, potential community impacts, and possible economic development opportunities associated with the Santa Ana Fixed Guideway project.

### II. PROJECT BACKGROUND

The Santa Ana Fixed Guideway Project will serve as local connector to regional and national rail, bus, and airport transportation services provided at the Santa Ana Regional Transportation Center (SARTC). It will also serve as a local circulator in the downtown/government center area, the Station District and several other Santa Ana neighborhoods.

The desired attributes of the Santa Ana Fixed Guideway system are:

1. Stimulate land development and economic activity
2. Integrate well with the surrounding community
3. Provide connectivity between regional rail and bus services at SARTC and major destinations
4. Ensure that passenger safety and security are adequately addressed
5. Use clean energy
6. Be attractive, comfortable, friendly, accessible and easy to maintain
7. Integrate well with bicycle and pedestrian activity
8. Provide a cost-effective system
9. Meet future mobility needs
10. Maximize use of existing right-of-way
11. Engage with business and activity centers along the line
12. Minimize construction impacts

### III. SCOPE OF WORK

Task 1 – Develop messaging which effectively communicates the linkages among:

- Santa Ana Fixed Guideway Project
- SARTC Master Plan
- Santa Ana Boulevard grade separation
- Station District
- New Transit Zoning Code

Task 2 -- Prepare "canned" presentation for City leaders and staff to share with:

- Neighborhoods
- Business and professional groups
- Stakeholders

Task 3 - Provide support for community meetings, including:

- Meeting facilitation
- Preparation of meeting notices and agendas
- Review and refinement of presentation materials
- Preparation and distribution of meeting summaries with action items

Task 4 - Attend technical team meetings, as requested:

- Bi-weekly Fixed Guideway Project status meetings
- Monthly Fixed Guideway Project Development Team meetings
- Station District team meetings
- Other meetings to be determined

Task 5 - Provide timely written updates to Santa Ana's:

- Public Works Agency
- Community Development Agency
- Planning and Building Agency
- Others, as requested

Task 6 - Assist with CEQA/NEPA public meetings, including:

- Scoping meeting(s)
- Public hearing(s)

While carrying out each of the above activities, the Consultant shall gain prior approval from the Fixed Guideway project manager and/or transit program manager for all materials to be presented and distributed to the public

In addition, the Consultant shall create and maintain a meeting environment that:

- Stimulates discussion
- Encourages everyone to express an opinion
- Discourages personal attacks
- Prevents any individual or group from dominating the meeting

Finally, the Consultant shall present immediate feedback to the Fixed Guideway project manager and/or Transit program manager when highly controversial issues arise or negatively charged meetings occur.

**IV. GENERAL REQUIREMENTS**

- A. The Consultant shall carry out the instructions received from the City of Santa Ana and shall cooperate with the City and other involved agencies.
- B. The documents furnished under the Agreement shall be of a quality acceptable to the City of Santa Ana. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked, and dated and having the maker and checker identified. The minimum standard of appearance, organization and content of the documents shall be that of similar types produced by the City and set forth in related City of Santa Ana and other involved agencies' manuals. The Consultant shall modify its work as necessary to meet the level of acceptability defined by the criteria above.
- C. The Consultant's work will be subject to inspections by representatives of the City of Santa Ana and other involved agencies.



V. **ESTABLISHING OF FEES**

The fee proposal shall include a not-to-exceed \$50,000 fee and a detailed labor hour breakdown by task and classifications. Include all incidental costs estimated to accrue during the life of the contract. Include a billing rate schedule for the prime consultant and any subconsultants with an hourly billing rate by classification. As this will be a multi-year project, include billing rates for the current year as well as subsequent calendar years covering the duration of the project.

VI. **PRIME CONSULTANT RESPONSIBILITIES**

The selected consultant will be required to assume responsibilities for all services offered in his/her proposal. The selected consultant will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

VII. **DELAYS**

The City reserves the right to delay scheduled dates if it is to the advantage of the City of Santa Ana.

VIII. **PROJECT CONTROL**

Control of the project shall remain the total responsibility of City of Santa Ana.

DRAFT SCOPE OF WORK

**CITY OF SANTA ANA**

STRATEGIC COMMUNICATIONS AND OUTREACH SERVICES

TIMING: JANUARY – MARCH, 2010

Submitted: December 11, 2009

Revised: December 28, 2009

**INTRODUCTION**

Consensus Inc. is pleased to prepare this scope of work for the City of Santa Ana for strategic communications and outreach services for the Santa Ana station district, fixed-guideway and 48-parcel redevelopment projects.

Since 1986, Consensus has successfully engaged the public, building grassroots community support for complex projects in the transportation, environmental, public facilities and real estate industries. Our communication programs are strategically designed to allow for wide participation while reducing conflict and confusion.

Given the history of contention with some elements of this combined project, it's even more important to design an effort that:

- Communicates proactively with stakeholders the project's objectives, purpose and need, alternatives and the importance of public participation
- Engages a broad-based group of stakeholders in the process, including communities that have been historically disengaged due to language or cultural barriers
- Solicits usable feedback from stakeholders that results in an understanding of where there is support and opposition for certain alternatives and elements under evaluation and what types of measures might be implemented to mitigate concerns
- Implements a legally defensible public involvement program that meets the guidelines set out by the California Environmental Quality Act/National Environmental Policy Act

This initial proposal encompasses a three-month effort to establish a comprehensive branding and communications infrastructure designed to properly position the project in the public's eye – promoting a greater understanding of the overall redevelopment goals of the City and the current efforts underway. Attention will be paid to crafting visuals and messages that resonate with the public, increasing the effectiveness of the City's communications effort while meeting public involvement program goals. A media relations component will help strengthen the credibility of the City and project developers, promoting an interest in a cooperative and open relationship with the press and the public it serves.

Following is a list of activities proposed for this initial effort:

PROJECT IDENTITY

***Project Brand***

Consensus will, in concert with the City of Santa Ana, design a logo and visual identity for the project. This visual identity will be communicated across all printed documents, including newsletters, fact sheets, scoping and presentation materials, and to the extent possible, the project Web site. If appropriate, a tagline will be developed to help strengthen the public's understanding of the project and its brand qualities.

***Brand Research***

Consensus will conduct an informal focus group or five to seven key stakeholder interviews to solicit information helpful for shaping the project's brand. It's important to hear directly from stakeholders their concerns and impressions from previous redevelopment efforts, and solicit initial feedback on a shortlist of concepts. If possible, we will engage stakeholders in community meetings or workshops scheduled for other purposes in order to conserve budget.

### ***Develop Themes and Messages***

In conjunction with the City of Santa Ana, Consensus will develop themes and messages that will shape all communications with identified audiences. The messages will highlight the long term economic, transportation and cultural benefits of the project. Messages will be refined throughout the project in response to emerging community issues and project milestones.

## COMMUNICATIONS INFRASTRUCTURE

### ***Stakeholder Database***

Consensus Inc. will develop the initial database of key community and business organizations and leaders. The database will include elected officials, neighborhood associations, local organizations and institutions, community centers, schools, and employment centers. The database will be used to communicate with stakeholders for the life of the project and will be carefully categorized to allow for tailored communications to specific stakeholder groups.

### ***Project Hotline***

An "800" telephone hotline number will be set up for the project. The recorded message will direct callers to various options such as asking a question, leaving a comment, more information about the public hearings or being added to the mailing list. All communications will be logged and those voicemail messages indicating support for the project will be saved electronically as audio files, and used to demonstrate support to decision-makers.

### ***Project E-mail***

An e-mail account will be established and managed by Consensus Inc. The e-mails received will be logged and summarized before being forwarded to the City of Santa Ana on a weekly basis. If there are any e-mails received that require special attention, they will be forwarded immediately.

## PUBLIC INFORMATION MATERIALS

### ***Project Fact Sheet***

Consensus will develop a bilingual (English/Spanish), graphically pleasing fact sheet that showcases the City's vision of the transportation, economic development, and regional interconnectivity as a result of the project. The fact sheet will include a support card that can be used to add project supporters and others to the project communications database.

### ***Web site***

Consensus will provide recommendations to the City of Santa Ana for creating a standalone project Web site to properly highlight the project brand and messaging. The site will include interactive components that can further engage potential supporters and stakeholders. A section for people to sign up to receive project updates will be added. The Web site will be a virtual home to all public documents, including the fact sheet, frequently asked questions, newsletter and public meeting documents.

### ***Newsletter***

Consensus will work with the City of Santa Ana to develop a full-color newsletter that will be mailed to the project database and also distributed at the scoping meetings. The newsletter would include more thorough background information on the project and all of its components, giving a clear picture of the City's current planning efforts and the benefits to the public for such a comprehensive effort.

## TEAM COORDINATION

### ***Team Meetings***

Consensus will coordinate with the project team, participate in team meetings and strategy discussions in person or on conference calls, prepare for milestones, and report on communications and outreach matters. Consensus has included in this scope of work attendance at one monthly project development team (PDT) meeting from January through March, and two bi-weekly technical team meetings every other Wednesday during the month of January. Consensus has also planned for three additional team meetings on such topics as station design.



## COMMUNITY/STAKEHOLDER OUTREACH

### **Community Meetings / Community Presentations**

Consensus is prepared to assist the City of Santa Ana in staffing and providing logistical support for the two project communitywide meetings that will serve as listening sessions, allowing stakeholders the opportunity to listen to and provide feedback on project. Consensus recommends that two communitywide meetings be held as well as one business community specific meeting.

## SCOPING MEETINGS

### **Scoping Meeting**

Consensus will assist the City of Santa Ana is staffing the CEQA/NEPA required scoping meetings for the project. Consensus Inc. will develop and send meeting notices, advertise the meeting through local newspapers (Orange County Register, Miniondas, Excelsior), create materials (welcome/agenda, comment sheets, speaker cards, etc.), and then set up and help facilitate meetings.

### **Public Notices**

Consensus Inc. will prepare and mail meeting/scoping/public hearing notices that will then be mailed to community stakeholders, as well as draft legal and reminder advertisements to notice each meeting in newspapers. Consensus Inc. will mail the Notice of Preparation/Notice of Availability to responsible public agencies for their review and comments.

## **PROPOSED BUDGET**

Consensus has outlined a detailed budget for the enclosed scope of work. Thank you for your consideration, and we look forward to the prospect of working with you on this exciting project.

### **Strategic Communications and Outreach Services**

- Team meetings \$7,025
  - Monthly PDT (Jan. - March)
  - Technical team (two)
  - Up to three other team meetings
- Public meetings/open houses \$5,425
  - Two Station District/Fixed Guideway open houses
  - One fixed-guideway meeting for the business community
  - One fixed-guideway meeting for the general public
- Brand development \$3,545
  - Logo, tagline, visual identity package
  - Includes one team meeting
- Brand research \$3,500
  - Focus group of key stakeholders or 5-7 stakeholder interviews
- Project Hotline, E-mail Account \$765
- Stakeholder Database \$2,000
- Fact Sheet \$1,910
- Newsletter \$5,585
- Web site \$2,700
  - Includes two meetings with Consensus Account Manager
- Messaging \$1,040
- Public relations \$6,000
  - Press releases (two), op/ed (one),
  - Media relations
  - Reputation management consulting
- Scoping meetings \$2,010
  - Two scoping meetings - March/April
  - Budget includes guidance and attendance/assist with facilitation
- Scoping materials \$815
  - Sign-in sheets, name badges, comment cards, directional signs
  - Input on board development



- Scoping notice \$2,280
  - Including translation

*Consensus Subtotal:* \$44,600

**Graphic Design/Web**

- Branding \$1,500
- Fact sheet \$500
- Board template \$200
- Newsletter \$1,200
- Web design \$1,000
- Web programming \$1,000
  - Budget includes making site ADA compliant if required

*Graphics Subtotal:* \$5,400

**Grand Total:** \$50,000



**25G-30**