

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
HOUSING ELEMENT UPDATE
WORK PROJECT # WC14B**

THIS AGREEMENT is made and entered into as of the date of execution by the City of Encinitas, a municipal corporation, hereinafter referred to as "CITY", and MJE Marketing Services, hereinafter referred to as "CONSULTANT."

RECITALS

The CITY requires outside assistance to provide the following services:

Assistance in the creation and implementation of a communication and public engagement strategy that provides significant opportunities for engagement in the development of an updated Housing Element.

CONSULTANT represents itself as possessing the necessary skills and qualifications to provide the services required by the CITY; and as being fully qualified to perform those services in accordance with the standard of quality ordinarily expected of competent professionals of CONSULTANT's field of expertise; and

Manjeet Ranu, Deputy Director of Planning and Building, shall serve as the CITY's "CONTRACTOR OFFICER" for this CONTRACT.

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the CITY and CONSULTANT agree as follows:

1.0 TERM OF AGREEMENT

1.1 This AGREEMENT shall be effective on and from the day, month and year of the execution of this document by the CITY.

1.2 CONSULTANT shall commence the performance of the services in accordance with the Scope of Work section provided in Attachment "A" to this AGREEMENT and at the level of effort as specified in Attachment "B" to this AGREEMENT. CONSULTANT shall continue such services until all tasks to be performed are completed, or this AGREEMENT is otherwise terminated. CONSULTANT shall complete the services no later than November 30, 2016, unless an extension of time is mutually agreed to by both parties.

2.0 CONSULTANT'S OBLIGATIONS (ATTACHMENT A)

2.1 CONSULTANT shall provide the CITY with the following services:

The specific manner in which the services are to be performed is described in Attachment "A" which is attached hereto, and incorporated herein as though fully set forth at length, collectively hereinafter referred to as "DESCRIBED SERVICES".

2.2 CONSULTANT shall perform all work required to accomplish the DESCRIBED SERVICES in conformity with applicable requirements of law: Federal, State and local.

2.3 CONSULTANT is hired to render the DESCRIBED SERVICES and any payments made to CONSULTANT are compensation fully for such services as described in Attachment "B" of this AGREEMENT. Any changes to this AGREEMENT will be based on mutual agreement of both parties, which may be recorded as an addendum to this agreement.

2.4 CONSULTANT shall maintain professional certifications as required in order to properly comply with all City, State, and Federal law.

2.5 Senior personnel identified as having key roles in the performance of this AGREEMENT may not be removed or substituted from the project without prior written consent of the CITY.

2.6 It is understood that circumstances arising during the course of developing the project that certain project needs may require the activities described in Attachment "A" to be replaced with other activities of an equivalent value. Such changes will be based on mutual agreement of both parties, which may be recorded as an addendum to this agreement or as a letter from one party to the other. Transfers of budgeted fees from one task or sub-task to another require mutual, written consent. When given notice to proceed by the CITY on a specific task order, all associated deliverables are to be completed and delivered to the CITY by the termination date, or by the milestone or completion date or dates provided in the performance schedule or mutually agreed to by the CONSULTANT and the CITY, unless an extension of time, based on good reasons and sound justification presented by CONSULTANT, is approved by the CITY.

2.7 The CONSULTANT shall perform its service under this AGREEMENT in accordance with the usual and customary professional care and with generally accepted practice in effect at the time the services are rendered. In the course of the performance of services and management of this AGREEMENT, if any work performed by the CONSULTANT does not conform to the usual and customary professional care, CITY may require CONSULTANT to re-perform the work until it conforms to said specifications and requirements, at no additional cost to the CITY.

3.0 PAYMENT FOR SERVICES (ATTACHMENT B)

3.1 Payment to CONSULTANT to render the DESCRIBED SERVICES hereunder shall be as set forth in Attachment "B" which is attached hereto and incorporated herein as though fully set forth at length.

3.2 The level of effort for the DESCRIBED SERVICES is also identified in Attachment "B."

4.0 SUBCONTRACTING (ATTACHMENT C)

This section is not applicable.

5.0 EQUIVALENT ITEMS (ATTACHMENT D)

This section is not applicable.

6.0 EXTRA WORK

6.1 In connection with the work covered by this AGREEMENT the CITY may, at any time during the process of creating or implementing the communication or public engagement strategy associated with this project, order other work or materials incidental thereto. If any such work and materials is not listed as a pay item with a contract unit price or if compensation is not included under the terms of the AGREEMENT, such work will be designated as Extra Work, and shall be performed by the CONSULTANT as directed. In the event the completion of specific tasks identified in the Scope of Work significantly exceeds the hours originally budgeted for under the Scope of Work, CONSULTANT, subject to prior written approval by the CITY, may bill for such additional time at the rate corresponding to the task(s) in question under the Rate Schedule. CONSULTANT shall perform such work with the degree of skill and diligence normally employed for other tasks covered herein this AGREEMENT and/or other consultants performing the same or similar services.

6.2 CONSULTANT shall not perform work in excess of the DESCRIBED SERVICES without the prior, written approval of the CITY. Before any Extra Work is initiated, the CONSULTANT shall identify the kind and estimated quantities of the Extra Work to be done. Approval from funding partners may also be required. The CITY and CONSULTANT shall negotiate a change order price. If a price cannot be negotiated, then the work shall be accomplished in accordance with the unit prices established in the awarded contract. All requests for extra work shall be in a written Change Order submitted to the CITY prior to the commencement of such work.

6.3 The CITY may reject the request for Extra Work based on the role of the request relative to completing the overall work program. The City may also reject the request if work line items can be traded under the existing budget or if the request can be handled in-house with existing staff resources. If other conditions necessitate additional services or a change in services, any increase in compensation or contract amendment must be authorized and funded in advance by the City Manager or City Council if the contract budget exceeds \$99,999.

6.4 No compensation for Extra Work or any other change in the contract will be allowed unless the Extra Work or change has been authorized in writing by the CITY, and the compensation or method of determining such compensation is stated in such written authority.

7.0 VERBAL AGREEMENT OR CONVERSATION; AND DELIVERABLE CONSIDERATIONS

7.1 No verbal agreement or conversation with any officer, agent or employee of the CITY, either before, during or after the execution of this AGREEMENT, shall effect or modify any of the terms or obligations herein contained nor shall such verbal agreement or conversation entitle CONSULTANT to any additional payment whatsoever.

7.2 CITY is responsible for all printing and/or reproductions.

7.3 Any specialized items purchased for a task at the request of the CITY shall be charged to the CITY, and shall become the property of the CITY and delivered to the CITY upon request.

8.0 TERMINATION OF AGREEMENT

8.1 In the event of CONSULTANT'S failure to prosecute, deliver, or perform the DESCRIBED SERVICES, the CITY may terminate this AGREEMENT by notifying CONSULTANT by certified mail of said termination. Thereupon, CONSULTANT shall cease work and within five (5) working days: (1) assemble all documents owned by the CITY and in consultant's possession and deliver said documents to the CITY and (2) place all work in progress in a safe and protected condition. The City Manager of the CITY shall make a determination of the percentage of work which CONSULTANT has performed which is usable and of worth to the CITY. Based upon that finding, the CITY shall determine any final payment due to CONSULTANT.

8.2 This AGREEMENT may be terminated by either party, without cause, upon the giving of thirty (30) days written notice to the other party. Prior to the 30th day following the giving of the notice, the CONSULTANT shall: (1) assemble the completed work product to date, and put same in order for proper filing and closing, and deliver said product to the CITY and (2) place all work in progress in a safe and protected condition. The City Manager of the CITY shall make a determination of the percentage of work which CONSULTANT has performed which is usable and of worth to the CITY. Based upon that finding, the CITY shall determine any final payment due to CONSULTANT.

9.0 COVENANTS AGAINST CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this AGREEMENT, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this AGREEMENT. For breach or violation of this warranty, the CITY shall have the right to terminate this AGREEMENT without liability or, at the CITY'S discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

10.0 OWNERSHIP OF DOCUMENTS

10.1 All work products including listed deliverables, plans, studies, sketches, drawings, reports and specifications as herein required and prepared and paid for by CITY under this AGREEMENT are the property of the CITY, whether or not the CITY proceeds with the project for which such documents are prepared.

10.2 If the CITY reuses such documents for any reason other than for the project for which they are prepared, without CONSULTANT'S prior written authorization which shall not be unreasonably withheld, the CITY waives any claim against CONSULTANT for such unauthorized use and will indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from the CITY'S unauthorized use of such documents.

11.0 STATUS OF CONSULTANT

CONSULTANT shall perform the services provided for herein in a manner of CONSULTANT'S own choice, as an independent contractor and in pursuit of CONSULTANT'S independent calling, and not as an employee of the CITY. CONSULTANT shall be under control of the CITY only as to the result to be accomplished and the personnel assigned to the project. However, CONSULTANT shall confer with the CITY.

12.0 HOLD HARMLESS

12.1 CONSULTANT agrees to indemnify and hold the CITY and CITY'S officers, officials, employees and agents harmless from, and against any and all liabilities, claims, demands, causes of action, losses, damages and costs, including all costs of defense thereof, arising out of, or in any manner connected directly or indirectly with, any negligent acts or omissions of CONSULTANT or CONSULTANT'S agents, employees, subcontractors, officials, officers or representatives. Except as otherwise provided in this Section, upon demand, CONSULTANT shall, at its own expense, defend CITY and CITY'S officers, officials, employees and agents, from and against any and all such liabilities, claims, demands, causes of action, losses, damages and costs.

12.2 CONSULTANT'S obligation herein does not extend to liabilities, claims, demands, and causes of action, losses, damages or costs that arise out of the CITY'S intentional wrongful acts, CITY'S violations of law, or the CITY'S sole active negligence.

13.0 ASSIGNMENT OF CONTRACT

CONSULTANT is without right to and shall not assign this AGREEMENT or any part thereof or any monies due hereunder without the prior written consent of the CITY which shall not be unreasonably withheld.

14.0 INSURANCE

14.1 PROVIDER shall obtain, and during the term of this CONTRACT shall maintain, policies of automobile liability, general liability and property damage insurance from an insurance company authorized to be in business in the State of California. Each such policy shall be in an amount of not less than one million dollars (\$1,000,000) for each occurrence, and shall be endorsed with the following language:

A. The CITY and CITY'S officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of the acts and omissions by or on behalf of PROVIDER.

B. The policy shall be considered primary insurance as respects the CITY and CITY'S officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with it.

C. The insurer shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

D. The insured waives all rights of subrogation against the CITY and CITY's officers, officials, employees, agents and volunteers.

E. Provide that the policy shall remain in full force during the full term of this CONTRACT and shall not be canceled, voided, terminated, reduced, or allowed to expire without thirty (30) days prior written notice from the issuance company.

14.2 PROVIDER shall obtain, and during the term of this CONTACT shall maintain, a policy of professional liability insurance that shall:

A. Be from an insurance company authorized to be in business in the State of California;

B. Be in an insurable amount of not less than \$1,000,000 for each occurrence; and

C. Provide that the policy shall remain in full force during the full term of this CONTRACT and shall not be canceled, terminated, or allowed to expire without thirty (30) days prior written notice to the CITY from the insurance company.

14.3 Before PROVIDER shall employ any person or persons in the performance of the CONTRACT, PROVIDER shall procure a policy of Worker's Compensation Insurance as required by the Labor Code of the State of California.

14.4 Prior to commencement of work under this CONTRACT, PROVIDER shall furnish to the CONTRACT OFFICER proof of the insurance required in this Section.

14.5 Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, PROVIDER shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

14.6 PROVIDER shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this CONTRACT. Current certification of insurance shall be kept on file with the CITY at all times during the term of this CONTRACT.

15.0 DISPUTES

15.1 If a dispute should arise regarding the performance of this AGREEMENT, the following procedures shall be used to address any question of fact or interpretation not otherwise settled by agreement between the parties. Such questions, if they become identified as part of a dispute between persons operating under the provisions of the AGREEMENT, shall be reduced to writing by the complaining party. A copy of such documented dispute shall be forwarded to the other party involved along with recommended methods of resolution. The party receiving the letter shall reply to the letter along with a recommended method of resolution within ten (10) days of receipt of the letter.

15.2 If the dispute is not resolved, the aggrieved party shall send to the CITY'S Manager a letter outlining the dispute for Manager's resolution.

15.3 If the dispute remains unresolved and the parties have exhausted the procedures of this section, the parties may then seek remedies available to them at law.

16.0 NOTICES

16.1 Any notices to be given under this AGREEMENT, or otherwise, shall be served by certified mail.

16.2 For the purposes hereof, unless otherwise provided in writing by the parties hereto, the address of the CITY and the proper person to receive any notice on the CITY'S behalf is:

Manjeet Ranu, AICP
Deputy Director of Planning and Building
City of Encinitas
505 S. Vulcan Avenue
Encinitas, CA 92024
(760) 633-2712

16.3 For the purposes hereof, unless otherwise provided in writing by the parties hereto, the address of CONSULTANT and the proper person to receive any notice on the CONSULTANT'S behalf is:

Marlee J. Ehrenfeld
President and Creative Director
MJE Marketing Services
3111 Camino del Rio North #100
San Diego, CA 92108
(619) 682-6841

17.0 ATTORNEYS' FEES

In the event that one party incurs expenses, including attorneys' fees and costs, in enforcing the provisions of this AGREEMENT, such prevailing party shall be entitled to recover from the other party reimbursement for those costs including reasonable attorneys' fees.

18.0 CONSULTANT'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986

CONSULTANT certifies that CONSULTANT is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, subcontractors and consultants that are included in this AGREEMENT.

19.0 CONSULTANT'S AWARENESS AND COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990

CONSULTANT certifies that CONSULTANT is aware of the requirements of the Americans with Disabilities Act of 1990 (42 USC §§ 12101) and has complied with and will comply with these requirements, included but not limited to verifying compliance of their contractors, consultants, agents, and employees.

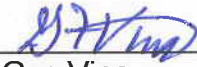
CONSULTANT

CITY

MJE Marketing Services

City of Encinitas

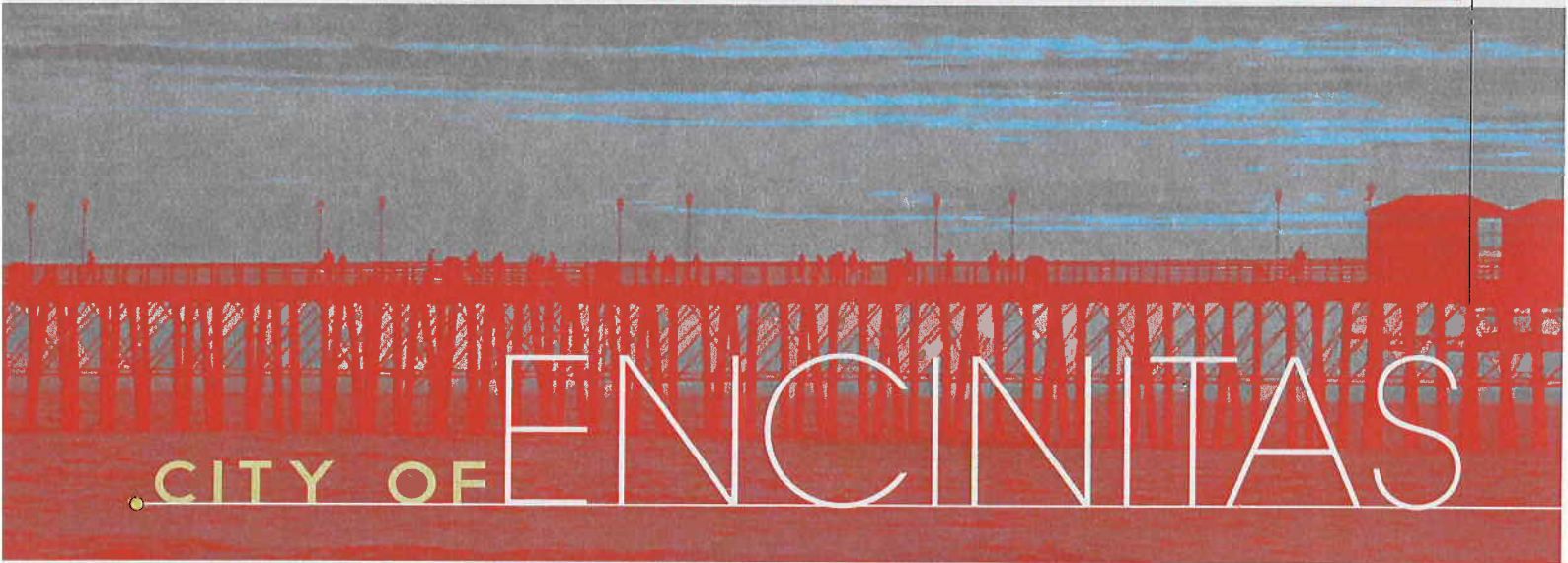
by  8/29/14
Marlee J Ehrenfeld Date
President and Creative Director

by  9/2/14
Gus Vina Date
City Manager

ATTACHMENT "A"
HOUSING ELEMENT UPDATE
WORK PROJECT # WC14B
(Manner of Performing the Services)

CONSULTANT shall perform the services in the following manner. All deliverables/documents may be submitted in electronic format unless specified below.

[Scope of Work attached]



Proposal for the
Housing Element Update RFP:
081114-1735

August 22, 2014

MJE Marketing

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City of Encinitas Planning and Building Department
ATTN: Mike Strong, Associate Planner
505 S. Vulcan Avenue
Encinitas, CA 92024

RE: Proposal for Housing Element Update

Dear Mr. Strong:

MJE Marketing Services Inc. (MJE) is pleased to submit this scope of work proposal to provide the City of Encinitas community outreach support for the Housing Element update.

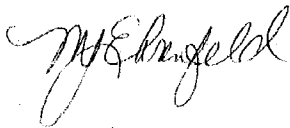
As a company whose business is focused in San Diego County, MJE professionals have an intimate knowledge of the region, its politics and major policy initiatives and issues. Our employees have worked for local elected officials, as staff for local jurisdictions, and as consultants for public agencies. We have extensive experience in developing call to action campaigns that change opinions and behaviors. Most importantly, our staff understands Housing Elements, both the regulatory requirements and the legitimate concerns community members can have over their implementation.

The MJE team has nationally-recognized experience in innovative community outreach efforts, working with clients in a strategic and collaborative fashion to develop multiple avenues for input that reach community members in ways they feel comfortable. MJE is specifically skilled in the art of listening and creating communications tools to which people can identify with and connect.

MJE provides an extensive list of in-house services that will be beneficial to the City of Encinitas for community outreach, including integrated public involvement, public relations, media relations, facilitation, marketing communications, social media, event planning, advertising (print and electronic), video development, design and creative services, collateral materials development, the ability to create animated PowerPoint presentations, creative design and branding services, research and strategy, direct mail programs, media relations, results analysis, and Website development.

We look forward to discussing our qualifications with you in person, should we be selected for an interview. Thank you for your consideration.

Sincerely,



Marlee J Ehrenfeld
President & Creative Director

Executive Summary

We understand the importance of adhering to state mandated housing building capacity, but meeting legal requirements is probably the least important reason for a community to want to adopt a Housing Element. This planning document is an opportunity to shape the development footprint of your community in a way that is responsive to community desires but also provides opportunities for all facets of the community to stay in Encinitas for years to come. This includes local teachers, police officers, seniors, returning adult children, and people who help contribute to the eclectic neighborhoods that make up your city.

The City of Encinitas needs a results-oriented agency to assist in the creation and implementation of a communication and outreach strategy that will not only build awareness of this significant issue, but also provide significant opportunities for engagement on the development of a land use plan that will work for your community; a plan that will garner community support for its implementation.

MJE Marketing Services (MJE) is a full-service, communications, community engagement, public affairs, and marketing firm whose commitment to quality is absolute — top to bottom line. Established in 1994, we consider ourselves to be creative, connected, and always curious about what makes people do what they do. And that translates into effective communications and outreach programs that demonstrate ROI whether the focus is on managing a sensitive public issue or coming up with the key call-to-action to attract people to engage in community decision-making.

The MJE team has a vast network of contacts, resources and experience to draw on for understanding and communicating the complex process for developing a Housing Element. MJE's core competencies — communications, identity development, public outreach/involvement and public relations — are critical

to the City's ability to communicate with the public to involve them in a meaningful way and communicate why these decisions matter to them. MJE is able to develop and implement communications and outreach plans that will encourage people to participate in the decision-making process to help build ownership among the public about local decisions that may impact their lives, and develop messages that evoke emotions and inspire people to care about the decisions that will affect their community.

MJE provides an extensive list of in-house services that will be beneficial to the City of Encinitas for strategic community engagement, including:

- Public involvement and meeting facilitation
- Public and media relations
- Social media
- Advertising (print and electronic)
- Video and multimedia presentation development
- Collateral materials development
- Creative design and branding services
- Research, strategy, and results analysis
- Direct mail programs
- Website development

MJE has the availability to perform in the required timeframe, and the ability to be committed to the project during key project milestones.

Information About the Firm

MJE is structured as an outsourced communications department that manages by objectives rather than by processes, which allows us to deliver the best return on investment for our clients. We do not have layers of account executives, but are a tight team of professionals with extensive experience in integrated communications and public involvement, brand identity development, marketing communications, and strategic planning. We are able to provide the City of Encinitas with strategic advice in the development of communication and outreach plans and have the bandwidth to provide the resources that the City needs to raise public awareness on the development of your Housing Element.

President & Creative Director Marlee J Ehrenfeld will be the principal-in-charge for the Housing Element Update Community Outreach Services contract. Her experience communicating complex planning challenges throughout the region enables her to clearly oversee her team of professionals with clarity and purpose.

Day-to-day project management will be facilitated by Kristen Byrne, with significant support from Nancy Graham. In addition, David Nielsen will serve as our strategic lead and provide oversight on all deliverables produced.

Our support staff include a core team of creative, public relations, public affairs and social media professionals who will be available for consultation at all times. The core MJE project team, with specialized skills, includes:

- Aaron Ishaeik: art direction, graphic design, and illustration
- Chris Biele: public relations and communications
- Amber Lingle: communications and outreach
- Walker LaFee: graphic and multimedia design and development

In addition to MJE's full staff, we maintain ongoing relationships with vendors who can provide additional services, including language translation, web programming, photography, and other support as needed.

Resumes for key staff and bios for all team members are included on the following pages. At this time, we do not propose any subcontractors.

Marlee J Ehrenfeld

President & Creative Director

Marlee J Ehrenfeld is an acclaimed creative director and marketing professional with extraordinary expertise in writing, photography and film. During the past 20 years, Ehrenfeld and her agency have helped mold, refine and elevate the identities and messaging of some of the biggest brand names in San Diego. Among them: SANDAG, the Port of San Diego, San Diego International Airport, Balboa Park's Plaza de Panama Project, San Diego Cruise Industry, First 5 San Diego, and California Bank & Trust. Her national marketing work includes developing integrated marketing/communications programs for public companies like XEROX, UPS, QUALCOMM and Microsoft.

Ehrenfeld's work is featured in international graphic design publications. She has won 11 regional Emmy® Awards and more than 30 national Telly Awards for her documentary and film work. She also has led the agency's team of designers, writers, programmers, and producers in the development and implementation of more than 100 award-winning branding initiatives and ad campaigns, including a national Public Relations Society of America Silver Anvil Award of Excellence for strategic marketing and execution for First 5 San Diego.

Ehrenfeld began her career as a journalist for The San Diego Union-Tribune newspaper and became a vice president of marketing and sales in both the finance and high tech industries. She has directed regional sales teams, launched new products and developed numerous, award-winning public and investor relations programs for Fortune 1000 companies and smaller businesses.

Education

BS, Photojournalism and Telecommunications and Film,
San Diego State University

Professional Certification, Dale Carnegie School of
Management

Selected Project Experience of a Similar Nature

SANDAG: San Diego Forward

Ehrenfeld serves as the Principal in Charge and Creative Director for San Diego Forward, SANDAG's regional planning effort. In this role, she oversaw the development of the Public Involvement Plan and developed a comprehensive branding strategy for the effort. SANDAG is interested in engaging a larger number of stakeholders in the regional planning effort, and have looked to Ehrenfeld and MJE to create creative and unique public involvement techniques and a brand identity and project materials that engage the public in an emotional and compelling way. The branding effort used focus groups to test names, logos, and project materials. Ehrenfeld and her team used this input to create a memorable name, logo, and graphic identity that is being incorporated into all public materials. Ehrenfeld produced a video for the project that is designed to help the public connect emotionally to the importance of regional planning to their lives, and encourage them to become involved in the planning process. She continues to oversee the implementation of the public involvement program and development of the project website, web-based outreach tools, and other creative materials for the project.

City of San Diego: Think Blue Outreach and Marketing

Ehrenfeld serves as the chief marketing strategist/brand strategist and communications consultant for the City of San Diego's Storm Water Department educational outreach program. "Think Blue" was coined by the City in 1999 to teach the public to protect the environment by reducing the effects of storm water pollution or urban runoff into the City's recreational waters. In 2008, it was decided that refreshing the brand identity was needed to raise awareness of this campaign. Ehrenfeld was charged with refreshing the brand identity for all Think Blue communication vehicles, including logo, color palette, font

type/style and graphic identity. The new brand identity was widely accepted by the public, neighboring jurisdictions and partner agencies and applied to all Think Blue materials. MJE continues to work with Think Blue to further enhance the Think Blue identity through messaging and collateral development for use by the City and regional jurisdictional storm water pollution prevention efforts.

First 5 San Diego: Marketing and Community Outreach

As the Creative Director and Chief Strategist for First 5 San Diego, Ehrenfeld won a national Public Relations Society of America Silver Anvil Award of Excellence for strategic marketing and execution for First 5 San Diego and multiple Emmy Awards® for her creation of Public Services Announcements. She developed a refreshed brand identity for all of First 5 San Diego's communication vehicles and has planned and implemented bilingual campaigns for community outreach, media relations, and paid media for over five years. With the new signature look, Ehrenfeld developed the strategy and creative for the First 5 San Diego logo, website, brochures, transit shelters, and all other collateral and materials. The strategic plan encompasses the use of a color palette of softened colors, scenes and elements that represent aspects of First 5 programs and the use of headlines that distill First 5 San Diego key issues into easy-to-understand messages, with a universal appeal to all ages and ethnicities.

County of San Diego: Office of Emergency Services

Ehrenfeld serves as the project manager and chief strategist for the County of San Diego, Office of Emergency Services. Through various undertakings, she has brought awareness of the County's important initiative to educate the San Diego community on the importance of disaster preparedness. Through audience-specific, bilingual events for childcare facilities, caregivers and people with disabilities, public awareness efforts and most recently, producing training videos for disaster shelter workers, Ehrenfeld has shined a light on the need for educating the community on how to be prepared in the time of a disaster. Ehrenfeld continues to work with the County of San Diego Office of Emergency services on best practices on how to

recruit volunteers, continue to raise awareness and in education the community.

County of San Diego: Parks and Recreation Marketing

Ehrenfeld serves as the project manager and chief strategist for the County of San Diego Department of Parks and Recreation's (DPR) effort to develop a strategy to increase awareness of the County's park system. Ehrenfeld developed a Strategic Marketing Plan, which will, among other purposes, address recommendations outlined in the Cost Recovery, Resource Allocation, and Revenue Enhancement Plan. Among the most important implementation measures outline in the plan was to update the department marketing plan by increasing marketing and promotional opportunities. DPR and MJE are now focused creating a two-year strategic plan that will identify objectives that will help its market competitiveness. Among the objectives is to establish how the organization can better connect with its various stakeholders and increase awareness of DPR parks, venues, programs, and facilities.

Port of San Diego: On-Call Communications and Marketing

As the chief marketing and communications consultant for the Port of San Diego for more than 13 years, Ehrenfeld was responsible for the development of numerous award-winning communications and branding efforts for the Port that highlighted the Port as a destination, an economic engine, and an environmental resource. Ehrenfeld used a wide array of tools to communicate and engage the public about the Port, including videos, websites, workshops, and public forums, media events and advertising. Campaigns such as "The Big Bay," "Working Waterfront," and "Maritime Week" brought attention to the importance of the Port to San Diego's economy and culture. She won an Emmy Award for the video "Port Brings Home the Goods," a video showcasing the importance of the Port to San Diego's economy. Ehrenfeld also worked with the Port of San Diego on marketing and communications efforts related to San Diego's cruise industry, heritage tourism, and destination marketing.

KRISTEN BYRNE, IAP2

Vice President, Communications & Public Affairs

Kristen Byrne oversees MJE's Public Relations and Public Affairs departments. She specializes in developing strategies for community outreach, public involvement, government relations, and communications. She has advised a wide range of companies, institutions and agencies on effective ways to engage community and government stakeholders to benefit their projects and initiatives. She has worked with some of San Diego's most notable organizations on a number of high-profile projects, including Balboa Park's Plaza de Panama project, SANDAG's Mid-Coast Corridor Transit Project and San Diego Forward: The Regional Plan, San Diego Zoo's Park Boulevard Promenade project, the Salk Institute Master Plan Update, and SDSU's Campus Master Plan Update.

Prior to joining MJE Marketing, Byrne was Vice President and Partner of MNA Consulting, a San Diego-based public affairs firm. Byrne helped clients successfully interact with government officials, community groups, interest organizations and the media to gain approval for their projects and initiatives. Projects that she worked on included the relocation of the San Diego Rescue Mission, MTDB's TransitWorks Long Term Strategic Planning effort, the 4S Ranch Master Planned Community and SANDAG's Region2020 smart growth planning initiative. MNA Consulting merged with MJE Marketing Services in 2008.

Byrne started her career in public affairs as a Council Representative for a member of the San Diego City Council. A native San Diegan, she has been active in the community for a number of years. Byrne is a volunteer for the Girl Scouts, San Diego-Imperial Council, a member of the San Diego County Taxpayers Association, and a member of the International Association for Public Participation.

Education

BA, Political Science; University of California at Santa Barbara

Selected Project Experience of a Similar Nature

Plaza de Panama Project

Byrne led the public outreach and involvement effort for the Plaza de Panama Project, a proposal put forth by Dr. Irwin Jacobs as a philanthropic effort to reclaim Balboa Park's historic public spaces from cars and return them to pedestrian use. Byrne developed the outreach and messaging strategy for the project, which successfully communicated the unique opportunity afforded by this privately funded effort to improve San Diego's "crown jewel." She led the effort to collaborate with Balboa Park's numerous stakeholders: museums and cultural institutions, park users, park planning groups, city boards and commissions, neighbors surrounding the park, community groups, the tourism industry, business groups, preservationists, the philanthropic community, and decision makers. This involved coordinating and facilitating a series of public workshops to seek input on design elements, coordinating and participating in briefings and presentations to stakeholders and interested community and civic organizations, creating a suite of informational materials, managing the project website, producing a monthly e-newsletter, managing media relations, and creating supporting materials for decision makers. These efforts resulted in unanimous support for the project from the San Diego Planning Commission, and near unanimous approval from the San Diego City Council.

SANDAG: Mid-Coast Corridor Transit Project

Byrne serves as the day-to-day project manager for the Mid-Coast Corridor Transit Project Public Involvement Program. This \$1.7 billion transit project would extend the San Diego Trolley from the Old Town Transit Center to UCSD/University City Community. Byrne wrote the Public Involvement Plan for the project and oversees all aspects of outreach and communication. The program includes the development and regular update of informational materials (fact sheet, website, presentations); implementation of public workshops to support the environmental review

process; management of the Project Working Group; oversight of the speaker's bureau program; interface with stakeholders and affected property owners; responses to public inquiries; and coordination of efforts to keep decision makers up to date on the project.

City of San Diego: Rosecrans Corridor Mobility Study

Byrne worked with RBF Consulting to complete the Rosecrans Corridor Mobility Study, a community-focused effort to identify transit, auto, bike, and pedestrian mobility improvements along one of San Diego's busiest urban corridors. Byrne developed a list of key stakeholders and conducted a series of stakeholder interviews to identify community priorities and issues. She also convened, managed, and facilitated the Project Working Group process. Byrne also managed a speakers bureau program to share information about the project with a wider audience and to encourage participation in the process. The Rosecrans Corridor Mobility Study improvements were accepted with a unanimous vote of the City Council.

City of Encinitas: Transit Feasibility Study

Byrne, as a subconsultant to Parsons Brinckerhoff (PB), served in the role of facilitator for a series of stakeholder meetings to solicit input on transportation needs in the community. She worked with the City and PB to develop the format, agendas, and presentations for these meetings, and summarized input received in reports following each meeting. Byrne also helped plan and facilitate a final stakeholder roundtable to present transit alternatives and seek input from the community.

SANDAG: San Diego Forward

Byrne wrote the Public Involvement Plan for San Diego Forward, SANDAG's regional planning effort. The goal of this plan is to use creative and engaging means to involve the public in the planning process from its early stages through to plan adoption. She is currently serving as the day-to-day consultant project manager of the San Diego Forward public involvement effort, working with SANDAG to create interactive and compelling informational materials, web-based community involvement tools, and a broad-based outreach campaign.

City of San Diego: Coastal Rail Trail

Byrne manages the public involvement process for the City of San Diego's portion of the Coastal Rail Trail project, which consists of 10 miles of multi-use trails providing a connection between the communities of Carmel Valley and Clairemont. She developed a public involvement plan to guide outreach efforts, which included stakeholder interviews, a Project Working Group, and public workshops. The process resulted in the identification of three alternatives to move forward for detailed environmental review.

City of San Diego: Community Outreach for the Midway and Old Town Community Plan Updates

As a subconsultant to AECOM, Byrne wrote the community outreach plan and facilitated the community workshops for the comprehensive updates of these two community plans, which are home to regional destinations such as Lindbergh Field, Old Town Historic State Park, and the Sports Arena. The outreach program included walk audits, charrettes, workshops, and stakeholder/planning group meetings. The focus of the updates of the two plans were to examine existing and future transportation and transit access, identify opportunities to create linkages to historic resources and open spaces, and determine ways to balance regional needs with those who live and work in the areas.

Civic San Diego: Community Outreach and Communications Consultant Services

As Civic San Diego is working to expand their corporate community outreach and communications efforts, Byrne is assisting in the development of their new strategies. This work includes identifying stakeholders and the optimum ways to engage them, developing messaging and information articles, and providing support for media coordination. She is also helping in the development of agency information materials and providing strategic counsel on communications-related initiatives.

NANCY GRAHAM, AICP, IAP2
Senior Associate, Communications & Public Affairs

Nancy Graham has over a dozen years of experience in public outreach, workshop facilitation, information management, and land use planning. She has managed and participated in multiple outreach projects, addressing issues related to land use, urban development and revitalization, transportation, infrastructure, water, energy, recreation, natural resource management, and environmental impacts. This work includes development of community outreach strategies, public meeting planning and facilitation, advisory committee building, newsletter and website development, media relations, and participant surveys.

Ms. Graham has completed advanced training in risk and crisis communications, and she is often called upon to assist in building consensus in highly controversial situations. Through her work on controversial planning issues throughout the country, Ms. Graham has developed a strong understanding of the diversity of community member's perspectives on infrastructure, growth, and environmental protection. She has focused on developing non-traditional methods to reach stakeholders who are difficult to bring into the planning process, and is passionate about using video and online techniques to creatively engage community members.

With a background in land use planning, Ms. Graham has worked on a variety of urban and environmental planning assignments, including general plans, specific plans, housing studies, zoning ordinances, and environmental impact assessments. She brings this solid understanding of public policy into workshops and uses this experience to communicate complex information to stakeholders to build consensus among competing interests.

Education

Professional Certificate in Urban Planning, University of California, San Diego

MA, Geography, San Diego State University

BA, Computer Science and Geography, Baylor University

Selected Project Experience of a Similar Nature

SANDAG: San Diego Forward

Graham is currently assisting SANDAG with the implementation of the community outreach and public participation program for San Diego Forward: The Regional Plan. Her work includes supervising the development of www.sdforward.com, strategic communications planning, developing workshop formats and publicity, and creating information materials and infographics. She has also trained members of SANDAG's Community-Based Partners network on outreach and communications strategies.

Civic San Diego: Community Outreach and Communications Consultant Services

Graham is currently assisting Civic San Diego in the development of their corporate community outreach and communication strategy. She is overseeing the development of agency information materials, a new website and eNewsletter, community outreach booth, social media plan, media coordination, and branding. These efforts are being designed to increase community understanding of agency initiatives and create more avenues for stakeholders to participate in agency decision-making.

SANDAG: Downtown Bus Rapid Transit Outreach

SANDAG and the Metropolitan Transit System (MTS) recently launched *Rapid*, an innovative regional transit service that offers residents and patrons more frequent, rapid, and reliable transit service. Graham is assisting with the public outreach and communications planning for the construction of the Bus Rapid Transit stations along the Broadway corridor in downtown San Diego. This work includes direct contact with impacted stakeholders along the corridor, development of project information materials, and online communications.

City of San Diego: Community Outreach for the Affordable Housing Parking Study*

Graham worked with the City of San Diego as they

considered options for customizing parking standards for affordable housing developments in order to create a better match between needs and requirements. As a subconsultant to CDM Smith, Graham led the community outreach effort, which included two public workshops, a Project Working Group, and stakeholder interviews. She was also the author of the community involvement plan.

Fair Housing Resources Board of San Diego, Analysis of Impediments to Fair Housing Public Outreach Program*

To meet US Department of Housing and Urban Development requirements, the municipalities within the San Diego region worked collaboratively to complete an assessment of local fair housing obstacles. The project included a public outreach program consisting of a community survey, stakeholder meetings, and public workshops. Work with Veronica Tam and Associates, Graham managed all aspects of the public outreach program, including stakeholder meetings, public workshops, a project website, and a community survey. She also developed the demographic assessment and fair housing profile of the policy document.

Los Angeles County, Housing Element*

Ms. Graham worked as a planner for the update to the Los Angeles County Housing Element. Graham used GIS to perform a vacant lands assessment to determine suitable vacant sites to meet the county's housing needs. This assessment sought to identify underused sites that could be expanded to provide additional housing for all income levels. This work was completed under the supervision of Veronica Tam and Associates.

City of Hermosa Beach: General Plan and Community Dialogue*

As a subconsultant to Raimi + Associates, Graham led the initial the outreach program for the General Plan update and advised on the community dialogue process. The outreach program included community events, participatory photography, and a dynamic community engagement website. Outreach efforts were supporting the City's examination of several quality of life issues in the coastal community including the decision to allow local oil

drilling, how to adapt the community for possible sea level rise, and opportunities to reduce greenhouse gas emissions and improve residents' overall health.

City of West Hollywood: Community Study*

The community study identified social service needs of West Hollywood residents, in order to help determine funding priorities for the City's social services contracts. Graham served as a facilitator in outreach activities designed to reach underserved community members. The comprehensive outreach effort included a statistically valid survey, demographic analysis, stakeholder interviews, focus groups, pop-up workshops, and community meetings. This project won the IAP2 Project of the Year award.

City of San Marcos: Community Outreach for the General Plan Update*

Graham developed the outreach strategy for a public workshop series to collect community input on planning alternatives for the update to the City of San Marcos' General Plan. The updated plan includes a framework for land use, transportation, and environmental initiatives, with a special focus on infill/transit-oriented development opportunities. Ms. Graham also managed the website, which provided additional opportunities for community input.

City of Long Beach, General Plan Framework Element and Public Participation Program*

Long Beach completed a comprehensive update of its general plan for the year 2030. The updated general plan will encourage sustainable community development by identifying development patterns for the city, increasing mobility, preserving and protecting the environment, encouraging jobs and economic growth, and balancing new development with historic preservation. Graham developed policies, programs, and objectives to meet the needs of Long Beach residents through the general planning process and served as a workshop facilitator.

** Project work was completed by Ms. Graham prior to her employment with MJE Marketing Services*

David Nielsen

Senior Advisor

David Nielsen provides strategic direction for the Public Affairs division of MJE Marketing. Nielsen specializes in strategic planning, project coordination, entitlement processing, and political and community outreach. He has represented more than 50 private sector, non-profit and public sector clients, including the San Diego Padres Baseball Club, the Otay Mesa Planning Coalition, UCSD Health Sciences, the Salk Institute for Biological Studies, and various property owner and homeowners groups.

Nielsen has more than 20 years of experience in local government in San Diego. At the City of San Diego, he served as Principal Assistant and Chief of Staff to the Mayor and Assistant to the City Manager. While in the Mayor's office, he served on the planning team responsible for the development of the San Diego Convention Center. Nielsen also spent 11 years at the County of San Diego serving in many roles: Director of

Special Projects, Deputy Planning Director, Environmental Analysis Coordinator, and Assistant to the Health Care Agency Administrator.

Education

MPA, Public Administration, University of Washington

BA, History, Wheaton College

Selected Project Experience of a Similar Nature

- Yes on Proposition C: strategic advisory services
- Verizon Wireless: advocacy, outreach, and communications
- Jamul Indian Village: advocacy, outreach, and communications to support project development
- San Diego Tourism Marketing District: advocacy and communications
- Murphy Development: Otay Mesa Community Plan Update Peer Review

Aaron Ishaek

Senior Art Director

Aaron Ishaek is an award-winning art director with more than 10 years of graphic design experience. He is a skilled design expert, whose specialties include branding, print, interactive, corporate identity, and newsletter production. He also is a fine artist, illustrator and print maker. An acclaimed painter, Ishaek's work can be seen in galleries throughout the United States.

Ishaek began his design career in Chicago and then Washington D.C., where he worked for top agencies and corporations. Throughout his career, Ishaek has stayed on the cutting-edge of the design field and skillfully works in the latest mediums. His proficiencies include InDesign, Adobe PhotoShop, and Adobe Illustrator.

Education

BFA, Fine Arts, The School of Art Institute of Chicago

Selected Project Experience of a Similar Nature

- SANDAG: Mid-Coast Corridor Project Brand Identity
- SANDAG: San Diego Forward: The Regional Plan Brand Identity
- Port of San Diego: 40th and 50th Anniversary Brand Identities
- San Diego International Airport: 75th and 80th Anniversary Brand Identities
- Maritime Museum of San Diego: Festival of Sail Brand Identity and Advertising
- Fleet Week San Diego: Family Festival Brand Identity and Advertising
- Port of San Diego: Maritime Day Event Brand Identity and Advertising

Amber Lingle

Associate, Public Affairs & Communications

Amber Lingle assists in all areas of the MJE's marketing, communications and public affairs work, and provides expertise in event planning. At MJE, Lingle has been instrumental in planning, organizing and executing the Childcare Disaster Preparedness education and outreach campaign, from collateral production and direct mail execution to pre-event logistics and day-of-event support.

Prior to MJE, Lingle worked for the March of Dimes Foundation as a campaign coordinator. In that capacity, she helped drive more than \$900,000 in total profits for the division, marking an 18% year-over-year increase.

Education

BA, Communications, Penn State University

Chris Biele

Public Relations Specialist

Chris Biele came to MJE Marketing with many years of broadcast news experience. As a television news reporter in San Diego, Sacramento and Palm Springs, he delivered measurable results for the stations he worked for by crafting impactful stories. His reporting earned him multiple regional Emmy® Awards and a prestigious Edward R. Murrow Award.

As a Public Relations Specialist for MJE Marketing, he now uses the skills he developed as a reporter to help companies and organizations tell their own stories, and deliver clear, focused messages to their target audiences. He considers himself well rounded, and regularly reaches beyond the realm of public relations by contributing to the company's marketing and public affairs initiatives.

Selected Project Experience of a Similar Nature

- First 5 San Diego: marketing communications support
- County of San Diego Office of Emergency Services: marketing communications support and event planning
- County of San Diego Department of Parks and Recreation: marketing communications support and event planning
- City of Chula Vista Shop Chula Vista Now: marketing and communications assistance
- Port of San Diego: communications assistance
- San Diego Bowl Games Association: marketing and communications assistance

Education

BA, Communication, UC San Diego

Selected Project Experience of a Similar Nature

- Decobike Public Relations
- Civic San Diego On-Call communications and public outreach
- San Diego Tourism Marketing District: public relations specialist; media point of contact
- Jamul Indian Village: public relations specialist; media point of contact
- San Diego Maritime Museum: public relations specialist; publicity coordinator
- Manpower San Diego: public relations and media coordinator

References

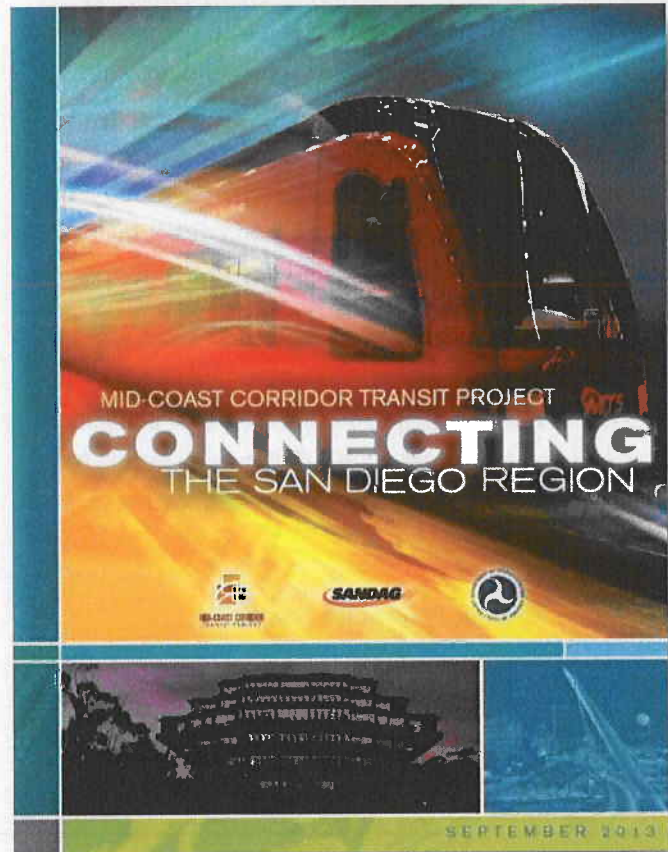
Mid-Coast Corridor Transit Project

MJE developed and is implementing a comprehensive public involvement program to communicate information to the public and provide opportunities for public input during the project development process for the Mid-Coast Corridor Transit Project. This project will extend transit service from the Old Town Transit Center north to UCSD and University City and is a high priority for SANDAG and the region. MJE advises SANDAG on strategic planning, message development, media relations, government relations, community outreach and public involvement.

MJE drafted a comprehensive Public Involvement Plan to guide interaction with stakeholders interested in the project, including community groups, the business community, the tourism industry, environmental groups, employers and employees, taxpayer advocates, decision makers and others. The plan includes a thorough identification and analysis of stakeholders, key messages, and strategies and tactics for effectively engaging the various audiences interested in the project. The implementation of the Public Involvement Plan has included:

- Branded informational materials
- Stakeholder briefings
- Project Working Group
- Speakers bureau
- Media relations
- e-Newsletters
- Public open houses

MJE is currently working with SANDAG to implement public involvement efforts in support of the release of the final environmental document in 2014, and will manage public outreach in support of construction of the project through the project opening.



The first phase of this project won the Edward L. Bernays Award of Excellence for Community Outreach in 2010.

SANDAG Project Manager:

David Hicks

(619) 699-6939/david.hicks@sandag.org

MJE Project Manager: Marlee Ehrenfeld (creative) and Kristen Byrne (public involvement)

Project awarded: 2010 and 2013 (communications on-call agreement)

Project completed: ongoing

Plaza De Panama Project

MJE Marketing Services developed and implemented a comprehensive public involvement program for the Plaza de Panama project, a proposal put forth by Dr. Irwin Jacobs and the Plaza de Panama Committee to remove cars from the heart of Balboa Park and return its plazas and promenades to pedestrian use. This effort involved regular interaction with a wide variety of Balboa Park stakeholders (Balboa Park Committee, cultural institutions and museums, Balboa Park support organizations), neighborhoods surrounding Balboa Park, business and tourism organizations, civic organizations and the broader San Diego community. MJE coordinated and facilitated public workshops to gain input on the design of the public spaces in the project. In addition, more than 150 briefings and presentations were conducted with key stakeholders over an 18 month period.

MJE also implemented a Plaza de Panama project monthly walking tour program to provide information about the proposed project and seek public input. More than 100 people participated in the tours.

MJE created a suite of informational materials for the project, including a fact sheet, website, e-newsletter series, and project video. MJE also managed all social media for the project, including the Facebook page, Twitter feed and YouTube channel.

The project was approved with a near unanimous vote of the City Council in July 2012. It was also award the Edward L. Bernays Award of Merit for Multimedia Communications in 2012.

KCM Group Project Manager:

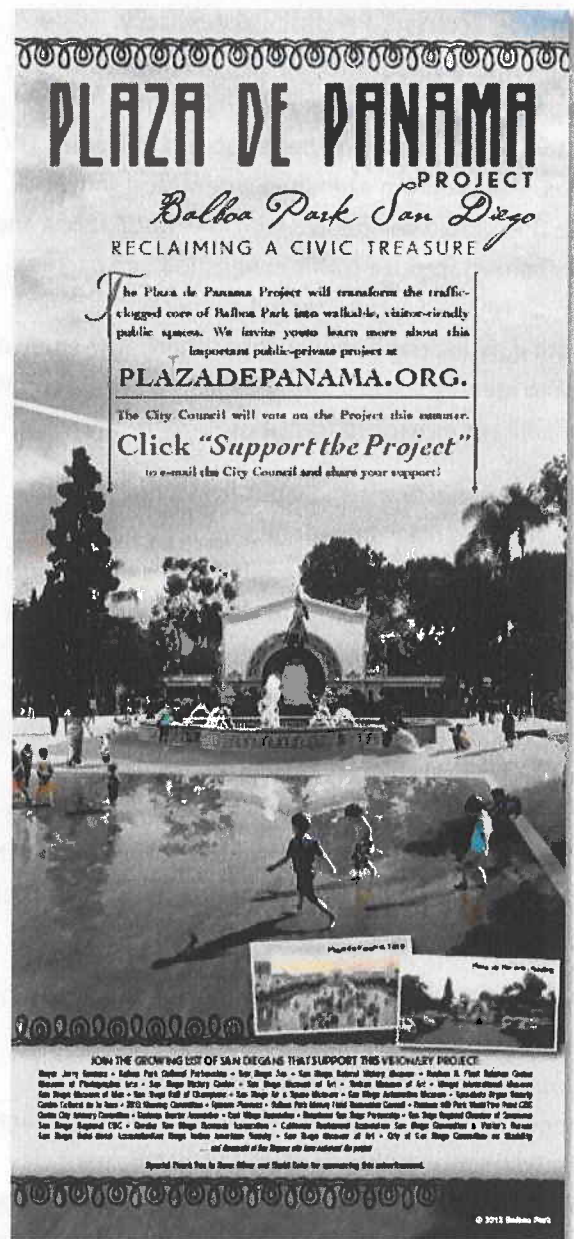
Gordon Kovtun

858.273.5400/Gkovtun@kcmgroup.net

MJE Project Manager: Kristen Byrne

Project awarded: 2011

Project completed: 2012



Encinitas Transit Feasibility Study

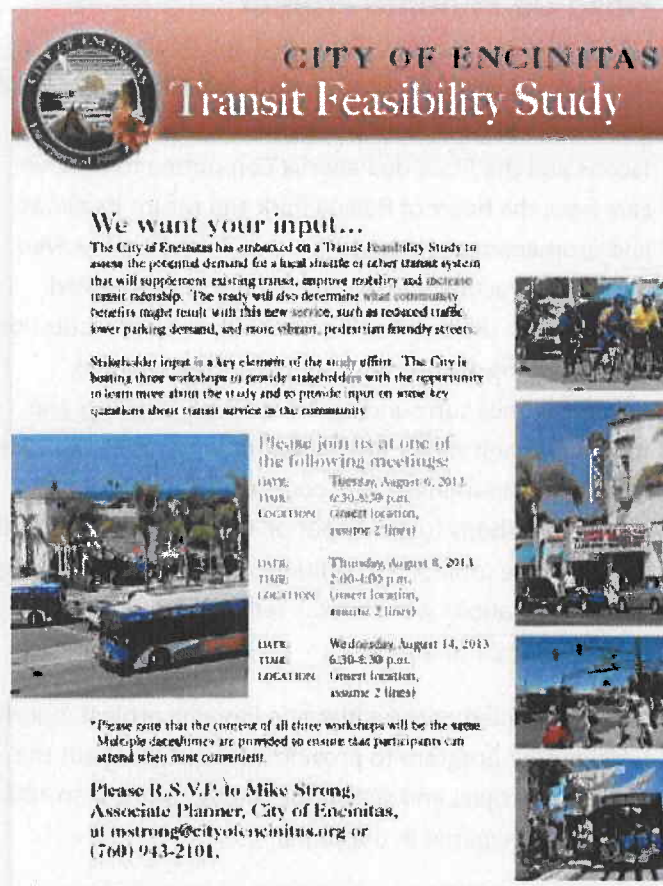
Last year, MJE worked with the City of Encinitas on a community engagement program to identify opportunities for more and better access to transit services. This program examined a new local shuttle service that would link people with key destinations and activity centers, reduce traffic congestion and parking demand, provide a commuter rail connection, and promote a pedestrian-friendly atmosphere. The study also sought to identify streetscape changes that could support and encourage enhanced transit use.

In order to obtain first-hand input from community stakeholders on transit needs and mobility gaps, MJE worked with the City to plan, implement, and facilitate a series of three stakeholder workshops. Each workshop had ten to 15 stakeholder attendees, identified and invited by City of Encinitas Planning staff. Two evening meetings, and one mid-day meeting, were held to obtain maximum participation. Stakeholders were asked to identify service needs and gaps by user type, including commuters, residents, seniors, students, and tourists. MJE captured all input received in reports produced for each workshop.

The input received helped identify the differing needs of these distinct travel markets, which aided in the development of alternatives shuttle routes for consideration. These alternatives were shared at a final stakeholders roundtable, facilitated by MJE. Input received at this roundtable helped the City narrow down potential alternatives that would move forward for further study.

Parsons Brinckerhoff Project Manager:
Tom Lichterman, Senior Planning Manager
619.849.5426/ lichtermanti@pbworld.com

MJE Project Manager: Kristen Byrne
Project awarded: 2013
Project completed: 2013



CITY OF ENCINITAS
Transit Feasibility Study

We want your input...

The City of Encinitas has embarked on a Transit Feasibility Study to assess the potential demand for a local shuttle or other transit system that will supplement existing transit, improve mobility and increase transit ridership. The study will also determine what community benefits might result with this new service, such as reduced traffic, lower parking demand, and more vibrant, pedestrian friendly streets.


Stakeholder input is a key element of the study effort. The City is hosting three workshops to provide stakeholders with the opportunity to learn more about the study and to provide input on some key questions about transit service in the community.

Please join us at one of the following meetings:

DATE:	Thursday, August 6, 2013
TIME:	6:30-8:30 p.m.
LOCATION:	City Hall location, 2 hours
DATE:	Thursday, August 8, 2013
TIME:	2:00-4:00 p.m.
LOCATION:	City Hall location, 2 hours
DATE:	Wednesday, August 14, 2013
TIME:	6:30-8:30 p.m.
LOCATION:	City Hall location, 2 hours

*Please note that the content of all three workshops will be the same. Multiple dates/times are provided to ensure that participants can attend when most convenient.

Please R.S.V.P. to Mike Strong, Associate Planner, City of Encinitas, at mstrong@cityofencinitas.org or (760) 943-2101.



Project Approach

We recognize that proactive engagement of individuals and groups interested in city-wide development issues will help maintain open lines of communication and create opportunities for a positive outcome. Our multi-pronged approach to Housing Element outreach will be tailored to:

- Build a shared community knowledge about housing law requirements
 - Communicate the benefits of meeting housing needs through smart growth and quality urban design and demonstrate the consequences of not meeting state housing law mandates
 - Encourage city leaders to serve as spokespersons to help educate the public, and instill community confidence in the city decision-making process
 - Facilitate valuable partnerships between the city, community organizations, the business community, affordable housing developers, and other stakeholders interested in housing issues
 - Increase awareness of the actual implications of zoning changes related to the updated Housing Element
 - Provide creative ways to engage Encinitas community members who may not have been active in previous local land use issues
- An inventory of land suitable for residential development;
 - Governmental and non-governmental constraints on the improvement, maintenance, and development of housing;
 - Special housing needs;
 - Opportunities for energy conservation; and
 - Publicly assisted housing projects that may convert to non-assisted housing projects.

The purpose of the analysis is to develop and understanding of the existing and projected housing needs within the community and to set forth policies and schedules promoting the preservation, improvement, and development of diverse housing types at a range of costs.

Although proactive planning for housing needs is a reasonable idea and one that community members would expect city government to take leadership on, the actual development of a Housing Element can be challenging. This challenge is even more pronounced in wealthier and coastal communities for a number of reasons, including:

- Existing steep competition for housing at all price levels;
- The connection between housing values and views;
- Limited vacant lands that could be potential sites for new development;
- Constrained parking and transportation infrastructure, with limited availability for increased capacity;
- The disconnect between the requirement of housing capacity in a zoning ordinance and the lack of actual projects to consider for development;
- Negative perceptions of the types of housing that may be created as a result of a Housing Element adoption; and
- Fears of changes to the sense of place that makes the community special.

Project Understanding

The purpose of a Housing Element is to proactively identify potential solutions to meet anticipated housing demand based on the Regional Housing Needs Allocation. The Housing Element is one of the seven mandatory elements of a General Plan, which is required under California state law to be adopted and updated every five to eight years. Within a Housing Element is an analysis of the following:

- Population and employment trends;
- The City's fair share of the regional housing needs;
- Housing stock and household characteristics;

Although many communities have faced these challenges, the successful adoption of a Housing Element is not an impossible task. It requires a finessed approach that brings the community to the table at every step of development in order to creatively find ways to match housing needs with opportunities. Incentivizing new housing creation in a community can be a catalyst for economic growth and proactive blight elimination. Building codes can also be leveraged in tandem to ensure that new projects are more environmentally sustainable, allowing replacement housing to be more compatible with community values and less environmental impact. Finally, design guidelines within a General Plan can help ensure that any projects developed are compatible with the existing community character, while ushering in fresh energy.

Project Work Program

We have developed the following work program based on the scope of work outlined in the RFP, and our experience working collaboratively with community members on finding solutions to land use challenges.

1.0 Strategic Planning

Encinitas community members need to feel that the solutions presented are being designed in their best interest. Presentation of all information should be developed in a way that is cognizant of the following considerations for every solution:

Easier to Accept	Harder to Accept
Voluntary	Coerced
Natural	Industrial
Familiar	Exotic
Not Memorable	Memorable
Not Dreaded	Dreaded
Chronic	Catastrophic
Knowable	Unknowable
Individually Controlled	Controlled by Others
Fair	Unfair
Morally Irrelevant	Morally Relevant
Trustworthy Sources	Untrustworthy Sources
Responsive Process	Unresponsive Process

Our strategy for outreach will seek to work with the community to help individuals understand the challenges, and find solutions that fall under the “Easier to Accept” category.

Our strategic planning efforts will focus on three important goals:

- **Reach out to as many community members as possible:** create avenues for all members of the community to participate in the development of the Housing Element.
- **Make this project relatable to average citizen:** empower everyone to meaningfully provide contributions.
- **Meet community members where they are at:** we will not expect that people will just be interested in this project, nor place the entire burden on community members to show up.

For this task, our team will take a detailed look at the draft Public Participation Plan, and make recommendations on how to develop a program that adheres to the goals we presented, while developing solutions that will be easier for the community to accept. Our efforts will be focused on the execution aspect of the plan, providing clear direction on roles and responsibilities, and providing input on how this document can be better organized for members of the public to easily understand the outreach process.

This work will be done in two phase: 1.1)

Recommendations on the best strategy from current efforts through the selection of a preferred land use plan alternative, and 1.2) Recommendations on the best strategy through the EIR process, Council adoption, and public vote.

2.0 Messaging, Branding, and Identity Development

At project initiation, our team will start with developing key messages to make the major components of the Housing Element update understandable and relatable to

the average citizen. The messages will be based on project facts and not biased to a particular point-of-view. We will also develop a project identity that will be used in all facets of the outreach program. This identity will include a graphic mark, as well as fonts and a color palette. These messages and project identity will be used to develop a core set of information materials, to be made available at community information kiosks and all meetings and events related to the Housing Element update.

3.0 Update/Create Collateral Materials

We will develop all needed content and collateral to build a community knowledgebase on issues related to the Housing Element. This will include a fact sheet and standard PowerPoint presentation, website content, FAQs, eNewsletter template and content, materials for community events, and others as needed. Over the duration of the project we will update the information materials as the project progresses, and create new materials as needed. We will develop all copy and print ready graphics, but we assume all production and distribution costs will be borne by the City.

MJE will prepare information materials that are tailored for community events, including display boards and materials that will be eye-catching to a crowd. We recommend using these events as “pop-up” workshops, where average citizens can learn more about the development of the Housing Element, and get involved in the update process. To facilitate this, we will prepare on-the-street outreach activities, where community members can meaningfully contribute input to the planning process without having to attend a workshop.

We will review your current website information on the Housing Element to make it as user-friendly as possible, and provide new graphic elements to support these efforts. MJE will also help you to implement your online engagement tool Peak Democracy for the Housing Element update, including recommending ways to best leverage this resource. Our staff has significant experience designing online engagement activities to ensure they are

relevant, implementable, fun, and most importantly, complement the planning process. Recognizing this is a key strategy of your Communications Manager, we understand that we will have more of an advisory role in this process. However, we have a significant resources that can be applied to this tactic should the need arise.

4.0 Public Engagement

Public engagement methods are evolving, and we continually strive to incorporate the most innovative approaches into our efforts in order to make them convenient for broader audiences to become engaged. Our team has the capability to develop and execute creative public engagement techniques that aim to make public involvement more interesting and fun. We will continually bring our innovative ideas to each task of the public participation plan.

Support for/Attendance at Open House Workshops

For the five open house workshops, we understand these meetings will be led by your urban design consultant, and our role would be to provide communications and messaging support. Our team will review the meeting presentation and materials to ensure they will be easy for the average community member to understand. We will also assist with publicizing the workshops, including the development of a workshop flyer, advertisements for community newspapers/newsletters, social media posts, and a press release with distribution strategy. One team member will also attend the meetings in a limited capacity based on project needs and at the times most likely to have high community attendance.

Social Media, Media Relations, and Press Communications Support

Knowing that the City has recently initiated a presence on Facebook, Twitter, and Instagram, MJE will help the City leverage those platforms to help build interest in the Housing Element update process. We will develop social media challenges, infographics, and information posts that can be implemented on your social media channels. This work will also include the development of eNews

articles that can be included in a newsletter that will be designed specifically for this outreach process that is eye-catching and interesting. Our team will provide 1-2 hours a month of social media support to your Communications Manager, who will implement these strategies.

Developing and maintaining strong media relationships will be vital to a successful public process. MJE will support the efforts of the City's communication staff to provide timely and relevant information to the media. We will develop a media list, identify key reporters covering the Housing Element, and develop a media kit with up-to-date information on the project for reporters to reference. We recommend that the City conduct informal briefings for key reporters in the early stages of the Housing Element update process. This will help to develop positive working relationships with reporters, as well as ensure that they have a solid foundation of information on which to base their articles. MJE will help coordinate and prepare staff for these briefings. MJE will also draft press releases and media advisories for the City to distribute to publicize key events and milestones, and will recommend opportunities for media events. Additionally, MJE will identify opportunities for editorial comment and draft guest editorials for submission.

Stakeholder Outreach

Recognizing the City has already identified many of the key stakeholders that need to be reached in this planning process, MJE will review this list and try to identify additional stakeholders that can provide viewpoints of underrepresented community members, research contact information, and help the City to reach out to these stakeholders. We will develop a strategy on how to leverage existing community networks to build community understanding of the Housing Element and contribute to the update process, and how these groups can be best leveraged to implement the tactics described in the Public Participation Plan.

MJE will prepare a standard "roadshow" presentation that can be used at neighborhood community meetings, as well

as a standard feedback exercise to allow community members to contribute meaningful input.

Our budget assumes that the City would facilitate these meetings using materials MJE helped develop, and MJE help facilitate up to 5 (2-hour) neighborhood community meetings, where additional staff is needed. Our staff includes trained facilitators with expertise in dealing with controversial issues. For meetings that have a high propensity for tension, we recommend having one of our facilitators join City staff for these outreach meetings. MJE will provide staffing for other roadshow events, which would include two staff members for the Encinitas Fall Festival and one instance of the four identified community events identified in the Public Participation Plan.

City Council Attendance and Support

Recognizing that City Staff will want to lead all information briefings with the Mayor, Council, and Planning Commission, MJE staff will assist City staff in preparing for these briefings and check-ins. This may include preparation of briefing materials, review of staff reports and presentations, and preparation for questions and concerns that the Mayor, Council members, and Planning Commissioners may raise.

5.0 Tabulation and Synthesis

Maintaining detailed records of involvement is a critical piece of a transparent outreach process. Based on the input records maintained by the City, we will synthesize that information into easy to ready executive summary that will allow community members to have a detailed history and understanding of the outreach efforts.

OPTIONAL TASK: Video Development

MJE has in-house capability to produce high-quality informational videos that can be a combination of live action as well as animated graphics. Recognizing that video production can be costly, we recommend creating two short videos – one that explains the details of the Housing Element update process (that will be used until a final draft is produced), and a second that is created after the final draft is complete to serve as an information

resource for the public. All videos will be developed in formats that can be used both on the City's social media channels as well as public access programming. Cost for these services are included in the project budget, but are assumed as an add-on to the tasks identified in the RFP.

Schedule

The following schedule indicates when we anticipate activity on each of the RFP tasks:

Task	Fall 2014	Winter 2015	Spring 2015	Summer 2015	Fall 2015
1.0 Strategic Planning					
1.1 Review/Input on Public Participation Plan					
1.2 Strategic planning for environmental and vote					
2.0 Messaging/Branding/Identity Development					
3.0 Update/Create Collateral Materials					
4.0 Public Engagement					
4.1 Support for/Attendance at Open Houses					
4.2 Social Media, Media Relations and Press					
4.3 Stakeholder Outreach					
4.4 City Council Attendance and Support					
5.0. Tabulation and Synthesis					

ATTACHMENT "B"
HOUSING ELEMENT UPDATE
WORK PROJECT # WC14B
(Payment For Services)

The CITY shall pay CONSULTANT for the DESCRIBED SERVICES as follows:

The CITY hereby agrees to pay the CONSULTANT, as full compensation for the CONSULTANT'S services upon this project, a fixed fee not to exceed \$67,920 to be utilized primarily for the creation and implementation of communication and public engagement services.

Compensation for services provided under this Contract shall be provided on a Cost Reimbursement – Hourly Billing Rate basis pursuant to the established hourly billing rates set forth in the Estimated Project Fee and Budget Schedule, at the sole discretion of the CITY. The total fixed fee for each task is a not to exceed amount, unless a transfer to another task or sub-task is mutually agreed to by both parties in writing, provided the total contract value is not exceeded. The Hourly Billing Rate shall include all other business expenses incurred by CONSULTANT.

Additional fees for Extra Work, if any, are to be computed and paid as provided in Section 6.0 of this AGREEMENT.

Reimbursable expenses for tasks will be paid on a monthly basis as the expenses are incurred by the CONSULTANT. Payment shall be made by the CITY to the CONSULTANT upon the receipt of an invoice itemizing the number of hours worked by task and work elements performed for the period covered by the invoice and/or incurred expenses.

Direct costs associated with this project are included in the basis of compensation. If claimed for reimbursement, CONSULTANT must substantiate certain elements of expense. CONSULTANT must keep adequate records of expenses and provide sufficient evidence of support with the associated monthly invoice. Please note that travel-related expenses will be reimbursed at prevailing IRS standard mileage reimbursement rates and there is no meal allowance for business-related travel of six hours or less within the same calendar day.

The total amount for each task as specified in the Estimated Project Fee and Budget Schedule (attached) shall not be exceeded except as provided in Section 6.0 of this AGREEMENT. Monthly progress payments will be made as follows: After commencement of work under this AGREEMENT and at expiration of each month of work thereafter, CONSULTANT will verify all work performed on a form acceptable to the City Manager. CITY and CONSULTANT will work together to ensure monthly invoicing is accompanied by satisfactory documentation of expenses. All services shall be performed to the satisfaction of the City Manager and CITY shall not be liable for any payment under this AGREEMENT for services which are unsatisfactory and which have not been approved by the City Manager.

Work related to optional tasks shall not be initiated without prior approval by the CITY. The CITY, at its sole discretion, may elect to proceed through a competitive procurement process for the optional services listed in the Estimated Project Fee and Budget Schedule. In consideration of the professional services offered, the optional task to provide video development services has been prepared with a fixed fee not to exceed \$22,720. The payment schedule for optional tasks shall replicate the method of payment for primary tasks as specified herein.

Cost Proposal and Fees

Based on the information available, we have developed the following estimate of tactics outlined in the RFP. This fee is negotiable and will be refined with input of City of Encinitas staff.

The following is the MJE Marketing Services fee schedule.

President & Creative Director	\$190.00
Vice President - Public Affairs & Communications	\$180.00
Senior Art Director	\$150.00
Senior Associate - Public Affairs & Communications	\$140.00
Traffic & Production Manager	\$125.00
Public Affairs & Communications Associate	\$100.00
Public Relations Specialist	\$ 85.00
Production Artist	\$ 85.00
Public Affairs & Communications Assistant	\$ 75.00
Administrative Coordination	\$ 55.00
Senior Advisor	\$200.00

Per mile travel costs will be invoiced at the standard IRS reimbursement rate.

Proposal for the Housing Element Update

Task	Ehrenfeld \$190	Byrne \$180	Graham \$140	Nielsen \$200	Ishaeik \$150	Lingle \$100	Biele \$85	LaFee \$85	Admih \$55	Total HR	Total Labor Cost
1.0 Strategic Planning	0	\$0	\$4,320	16	\$3,200	0	\$0	0	\$0	64	\$ 10,880
1.1 Review/Provide input on Public Participation Plan leading up to selection of preferred alternative	0	\$0	\$2,160	8	\$1,600	0	\$0	0	\$0	32	\$ 5,440
1.2 Develop Public Participation Plan for environmental review and public vote phase	0	\$0	\$2,160	8	\$1,600	0	\$0	0	\$0	32	\$ 5,440
2.0 Message development/Brand/Identity	8	\$1,520	\$1,440	4	\$800	16	\$2,400	4	\$340	48	\$ 8,180
3.0 Update/Create collateral materials (fact sheet, FAQ, presentation, roadshow materials, website content/design)	4	\$760	\$4,320	4	\$800	12	\$1,800	60	\$5,100	92	\$ 19,500
4.0 Public Engagement	0	\$0	\$10,800	12	\$2,400	16	\$1,600	8	\$680	148	\$ 26,600
4.1 Support for/Attendance at Open House workshops	0	\$0	\$1,440	0	\$0	0	\$0	8	\$680	36	\$ 4,920
4.2 Social Media/Media Relations/Press Support	0	\$0	\$2,160	0	\$0	0	\$0	16	\$1,360	36	\$ 4,640
4.3 Stakeholder Outreach	0	\$0	\$5,760	8	\$1,600	16	\$1,600	0	\$0	104	\$ 14,800
4.4 City Council Attendance and Support	0	\$0	\$1,440	4	\$800	0	\$0	0	\$0	12	\$ 2,240
5.0 Tabulation and Synthesis (executive summary of input received)	0	\$0	\$360	0	\$0	0	\$0	4	\$340	10	\$ 1,260
Labor Total	12	\$2,280	\$21,240	36	\$7,200	16	\$1,600	76	\$6,460	362	\$ 66,420
Direct Costs											\$ 1,500
TOTAL FEE PROPOSAL											\$ 67,920
OPTIONAL TASK											
Video Development (2)	16	\$3,040	\$2,880	0	\$0	0	\$0	80	\$6,800	182	\$ 21,720
Direct Costs											\$ 1,000
TOTAL OPTIONAL TASK COST											\$ 22,720
TOTAL FEE PROPOSAL WITH OPTIONAL TASK	28	\$5,320	\$24,120	36	\$7,200	16	\$1,600	156	\$13,260	544	\$ 90,640

*Direct costs include standard office and travel expenses. Printing, production, programming, and advertising costs are not included and would be borne by the City.