

First

Second

Third

Amendment to Standard City of San José Consultant Agreement

(Non-Capital Projects)

Consultant's Name: San Jose Downtown Association

(Standard Agreement AC No. 30600)

This Amendment is made and entered into this 10 day of December, 2022. The City and Consultant amend the above-referenced agreement as set forth herein.

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1. Capitalized words in this Amendment have the same meaning as in the Agreement.
 2. The provisions of this Agreement (including any previous amendments) not modified by this Amendment remain in full force and effect.
 3. The provisions of this Amendment are effective upon execution of the Amendment by both parties.
 4. **Agreement Term:** Section 2 is amended to extend the expiration date from June 30, 2022 to June 30, 2023, for the period of the third Additional Term. The extension is retroactive to the expiration date of the Agreement. The Director accepts and approves any services provided after the expiration date and before the execution of this Amendment.
 5. **Maximum Total Compensation:** Subsection 10.1 is amended to Increase Decrease the Maximum Total Compensation from \$2,193,466.00 to \$3,170,821.00.
 6. **Agreement Section(s):** Section(s) _____ is/are amended to read as set forth in Attachment A of the Amendment.
 7. **Scope of Basic Services – Exhibit A:** The original First Revised Second Revised Exhibit A is amended to read as set forth in the attached First Second Third Revised Exhibit A, which is incorporated by reference into this Amendment.
 8. **Compensation – Exhibit B:** The original First Revised Second Revised Exhibit B is amended to read as set forth in the attached First Second Third Revised Exhibit B, which is incorporated by reference into this Amendment.
 9. **Additional Services:** The Consultant is authorized to perform the Additional Services set forth in the attached Additional Services Exhibit, which is incorporated by reference into this Amendment.
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Revised Exhibit A: Scope of Basic Services

(Non-Capital Project)

This revised Exhibit A is an attachment to the First Second Third amendment to Agreement.

The tasks set forth in the original Exhibit A, or in any previous amendment to the original Exhibit A, are amended in their entirety for the period of the third Additional Term to read as follows:

Task A: Parking and Transportation Program - \$170,000 (FY2022-2023)

Advance the overall marketing objective relative to the Parking Program and other modes of transportation access which strives to stimulate economic activity and vibrancy of the Downtown. Increase parking activity and revenue in City parking facilities while improving and supporting positive customer parking and access experiences. Obtain Department of Transportation (DOT) review and approval prior to production or implementation of any parking and transportation messages, marketing materials, or advertising campaigns in this Task A.

1. Marketing Services and Materials to Activate City Parking Facilities and Support Balanced Transportation Options - \$45,000 (FY2022-2023)

Increase awareness, visibility, convenience, and satisfaction of the City Parking facilities to attract an appropriate share of the public parking market Downtown, increasing both activity (monthly and visitor) and revenue through effective messaging.

Specific Services and Deliverables:

- a. Implement and maintain marketing and communication efforts, including, but not limited to: maintaining the ParkSJ.org website with current and up-to-date information and implementing advertising campaigns.
- b. Outreach and collaborate with Downtown marketing partners (businesses, dining establishments, arts groups, Convention, and event producers) to promote parking in City facilities and when relevant, parking programs and the range of transportation options, including whenever feasible, directing patrons to City parking facilities closest to their business and/or event.
- c. Annual downtown inventory, occupancy, and rate survey for non-City off-street parking facilities within the downtown core, identified by the boundaries of Highway 87 to the West, 10th Street to the East, I-280 to the South, and Julian Street to the North.
- d. Develop and maintain customized web pages/content for integration with the Parking Access and Revenue Control System at each of the eight downtown garages. Web content will be displayed on the pay-on-foot machines and shall allow customers to get information on parking programs, downtown special event listings, and maps highlighting key downtown areas and destinations.

2. Parking and Transportation Reimbursable Services – Up to \$125,000 (FY2022-2023)

(\$55,000 reimbursable expenses + \$70,000 additional reimbursable programming options)

City shall reimburse Consultant for services associated with tasks 2.a - 2.d below. By April 30 of each year, DOT and Consultant shall develop a scope and set of specific deliverables, associated costs, and reimbursement schedule for each task (Annual Work Plan). Upon City's approval, Consultant shall execute the Annual Work Plan in a manner to achieve desired goals.

Specific Services and Deliverables:

- a. Provide additional services and materials to advertise and market various parking facilities and programs, and the range of transportation options to conveniently access Downtown. Work closely with City to develop the services, information and materials that broaden the effort towards a more balanced approach accessing Downtown.
- b. Drive an increase in parking activity through events by leveraging the production of Downtown events to increase parking activity.
- c. Include City parking logo and relevant parking messages on targeted event and marketing materials, utilizing collaborative marketing efforts whenever possible. and provide specific call-to-action for transportation options and parking for targeted event(s).
- d. Outreach, advocacy, and consensus building with key downtown stakeholders to assist City in driving key parking programs and rates for both on-street and off-street parking operations.

Task B: Downtown Services - \$677,355.00 (FY2022-2023)

1. Downtown Recovery - \$85,000 (FY2022-2023)

Increase downtown San Jose's visibility and reputation as a desirable destination aligned with the City's economic development goals recognizing the impacts of COVID-19.

Specific Services and Deliverables:

- a. Develop and implement a downtown San Jose branding/marketing campaign centered around driving residents, customers and employees back downtown and into ParkSJ garages to patronize downtown businesses and events.
- b. Engage an advertising agency to build on existing and create new marketing and promotions strategies and assets in response to data driven audience segmentation updates. Use the data driven approach to produce a series of ads and videos to market downtown and welcome people back: dining/al fresco, arts, nightlife, summer, holiday, living downtown, support/shop local, districts, etc.

- c. Leverage Consultant member business communications to curate and promote their web, electronic and social media content in support of recovery.
- d. Support the San Jose Abierto campaign by promoting the grant opportunity to downtown arts groups and event producers. Promote all downtown Abierto events through Consultant's communication channels.
- e. Develop a business/member promotion inclusive of a "buy local" focus to drive people downtown, into businesses and into ParkSJ garages.
- f. Connect SJSU students and the SJSU community to downtown businesses through a Welcome Back and other seasonal campaigns.

2. Downtown Marketing & Promotions - \$85,000 (FY2022-2023)

Promote downtown San Jose as a place to experience the arts, local fare and live music as COVID19 conditions allow, focusing on downtown's distinct districts, their amenities, and businesses.

Specific Services and Deliverables:

- a. Enhance marketing and promotion of neighborhood districts through specific place-based messaging.
- b. Develop and produce marketing tool kit components to promote Downtown and neighborhood districts, such as website, social media, video, print or wayfinding assets.
- c. Develop and produce seasonal campaigns to highlight allowable activities in downtown for the holidays and summer with a focus on social media and digital.
- e. Enhance the benefits for arts organizations, patrons and dining establishments through targeted promotions.
- f. Market Dine Downtown 2022 as a 2-week campaign in July to drive residents and visitors into downtown restaurants, and to continue to promote Downtown as the culinary center of Silicon Valley.
- g. CityDance 2022 event collateral design and downtown distribution, production of print and digital ads as well as onsite signage and banners, a communications and public relations campaign and outreach to community marketing partners for the three events.
- h. Sonic Runway event poster design and downtown distribution as well as social media posts around the event and publicity and promotion of its launch.

3. Downtown Business Development - \$115,000 (FY2022-2023)

Coordinate with the City to implement the Downtown Business Development Program aimed at business/recovery and office retention and attraction.

Specific Services and Deliverables:

- a. Provide enhanced technical support and business engagement for businesses experiencing hardship due to COVID19.
- b. Assist City staff with attraction efforts and fielding interest in Downtown office space and ground floor retail spaces.
- c. Provide recommendations for streamlining process that addresses retail and small business needs.
- d. Assist the Office of Economic Development with targeted business recovery and retention visits.
- e. Continue to provide Consultant "Welcome Wagon" visits for new businesses downtown which provide information on City and Consultant services.
- f. Maintain an up-to-date map and listing of available ground floor spaces, with pertinent property and contact information on sjdowntown.com, as well as a list and background information on ground-floor businesses that have closed between July 2022 and June 2023.
- g. Increase visibility and usage of Consultant's ground floor storefront Business Support Center to support easier access for downtown business owners who need assistance and for new entrepreneurs looking to establish businesses in downtown San Jose.

Coordinate with the City to support communication efforts targeted at driving economic development.

Specific Services and Deliverables:

- a. Coordinate downtown business grand opening events with Office of Economic Development and Cultural Affairs staff including business owner introductions, communicating dates, and promoting ribbon cuttings.
- b. Assist the Office of Economic Development and Cultural Affairs in communication efforts including, but not limited to, twice monthly guest blogs for sjeconomy.com, curation of calendar of events and promoting activities hosted by the Office of Economic Development and Cultural Affairs.

Assist in the implementation and management of SJ AI Fresco.

Specific Services and Deliverables:

- a. Assist the City and downtown businesses with the transition from Phase 1 to Phase 2 SJ AI Fresco installations (temporary to permanent parklet installations and street closures), including logistical assistance, design and permit facilitation, stakeholder outreach and communication and other assistance as needed.
- b. Serve as on-going liaison to businesses for outdoor business operations, assisting them with compliance to all SJ AI Fresco

Phase 1 and Phase 2 initiative parameters and ensuring al fresco operations are running smoothly throughout the core.

- c. Provide on-going assistance and support around implementation of Phase 2 of the SJ Al Fresco initiative to the Office of Economic Development and Cultural Affairs as needed, which includes a pilot weekend street closure on Post Street and planning and implementation of a permanent street closure on San Pedro Street.

4. Seasonal Activations - \$172,000 (FY2022-2023)

Increase the number of people and families that visit Downtown during the summer and holidays.

Specific Services and Deliverables:

- a. Program and promote 2-3 outdoor summer activations in line with current COVID-19 pandemic conditions. Examples include Music in the Park and outdoor movies.
- b. Promote activations in the downtown core during the holiday season. Examples include Light the Holiday Nights, and specific neighborhood activations.
- c. Provide after-event reports for promotions and activations in a. and b. above outlining the estimated economic impact and increase in number of people visiting Downtown as a result of Consultant's efforts.

5. Farmers' Market - \$20,355 (FY2022-2023)

Produce premier Downtown event and essential service for visitors to service Downtown employees and residents.

Specific Services and Deliverables:

- a. Weekly downtown Farmers' Market from June to December 2022
- b. Weekly downtown Farmers' Market from May to June 2023

6. Downtown Ice/Downtown for the Holidays - \$200,000 (FY2022-2023)

Increase the number of families that visit Downtown during the holidays, as well as increase economic activity and excitement in the core.

Specific Services and Deliverables:

- a. Produce an outdoor ice skating rink in the Circle of Palms, or another central location, from approximately mid-November to mid-January, or another similar significant holiday experience in the Circle of Palms.
- b. Provide after-event reports for activation in a. above outlining the estimated economic impact and increase in number of people visiting Downtown as a result of Consultant's efforts.

Task C: Plaza de Cesar Chavez Stage Canopy - \$30,000 reimbursable (FY2022-2023)

Upon City's approval, Consultant shall maximize activation, placemaking and the success of signature events in this location.

Specific Services and Deliverables:

- a. Manage the installation and removal of the stage canopy. Installation to occur on or about Memorial Day Weekend and removal date to be coordinated with the City.

Task D: Additional Downtown Services Up to \$100,000 (FY2022-2023)

Consultant may perform Additional Services, as requested by the City, related to implementing Downtown priorities and objectives stated below and shall receive compensation to perform these services.

1. Increased safety and enhanced pedestrian experience along key downtown corridors.
2. Activation of vacant storefronts
3. Implementation of the City's public life strategy

Task E: Reporting Requirements

1. Bi-Annual Reports

Submit bi-annual progress reports summarizing activities that occurred during the preceding six months. Provide electronic copy of each bi-annual report to the Office of Economic Development and Cultural Affairs and Department of Transportation.

1.2 January 31, 2023 Report

1.3 July 31, 2023 Report

2. Annual Arts Commission Report

If requested by City staff, Consultant shall present annually at a meeting of the San Jose Arts Commission to report on the activities related to the expenditure of Transient Occupancy Tax funding in this Agreement.

First Second Third Revised Exhibit B: Compensation (Non-Capital Projects)

This revised Exhibit B is an attachment to the First Second Third amendment to the Agreement.

Section 1 – Compensation Table

Part 1 – Compensation for Basic Services			
Column 1	Column 2	Column 3	Column 4
Task Nos.	Basis of Compensation	Invoice Period	Compensation
All Previous Tasks	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Paid by June 30, 2022	NTE \$2,193,466.00
A1. Parking and Transportation Services	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> By September 30, 2022 (Dept. of Transportation)	\$45,000
E1.2. Downtown Services from July – December	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> By September 30, 2022 (Office of Economic Development and Cultural Affairs)	\$540,884
E1.3. Submittal of Bi-Annual Progress Report on Downtown Services	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Within 30 Days of submittal of report (Office of Economic Development and Cultural Affairs)	\$136,471
Part 2 – Reimbursable Expenses			
<input type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.		<input checked="" type="checkbox"/> Expenses are separately reimbursable in accordance with Subsection 10.5 of this Agreement. The maximum amount of reimbursable expenses is:	
		\$155,000	

Part 3 – Subconsultant Costs

<input checked="" type="checkbox"/> Subconsultant costs are <i>not</i> separately compensable. The amount(s) in Column 4 of Part 1 include(s) payment for subconsultants.	<input type="checkbox"/> Subconsultant costs are separately compensable in accordance with Subsection 10.6 of this Agreement. The maximum amount of compensation for subconsultant costs is:	\$
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Part 4 – Additional Services

<input type="checkbox"/> No money is budgeted for Additional Services, and the Director can not authorize any Additional Services.	<input checked="" type="checkbox"/> The Director may authorize the Consultant to perform Additional Services up to the following maximum amount:	\$100,000
Maximum Total Compensation (sum of Parts 1 through 4):		NTE \$3,170,821.00

Section 2 – Schedule of Rates and Charges

- Omitted.** No Schedule of Rates and Charges is included because the City will not be compensating the Consultant for any Basic Services on a “time & materials” basis.
- The following is the Schedule of Rates and Charges applicable to this Agreement:

This Amendment is executed by the authorized representatives of the City and Consultant as follows:

City of San José

Consultant

By *Sarah Zarate*

Email: sarah.zarate@sanjoseca.gov
Date: 12/10/2022 GMT

By *astettinski@sjdowntown.com*

Email: astettinski@sjdowntown.com
Date: 12/09/2022 GMT

Name: Sarah Zarate
Title: Director, Office of the City Manager

Name: Alex Stettinski
Title: CEO

Approved as to Form:

Attorney
Kevin Fisher
Assist City Attorney U
kevin.fisher@sanjoseca.gov

Kevin Fisher

Email: kevin.fisher@sanjoseca.gov
Date: 12/09/2022 GMT



Office of the City Attorney

CITY OF SILICON VALLEY

- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: Blage Zelalich

STAFF EMAIL: Blage.zelalich@sanjoseca.gov

SCANNED SIGNATURE AUTHORIZATION

DATE: December 12, 2023

TOTAL PAGES:
(INCLUDING THIS PAGE) _____

I agree to use electronic signatures

CONSULTANT NAME: San Jose Downtown Association – Alex Stettinski

EMAIL: astettinski@sjdowntown.com

PHONE: 408-279-1776

SIGNATURE OF CONSULTANT: 

DIRECTIONS:

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

1. SIGN THE DOCUMENT
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE **IN BLUE INK**
4. EMAIL THE ENTIRE DOCUMENT TO (CITY STAFF EMAIL ADDRESS): BLAGE.ZELALICH@SANJOSECA.GOV

TO BE COMPLETED BY CITY STAFF:

ALTERNATIVE METHODS OF VERIFICATION:

- USE OF A PASSWORD PROTECTED WEBSITE
- CONFIRMED BY A KNOWN TELEPHONE NUMBER
- PERSONALLY KNOWN TO CITY STAFF