

Master City of San José Consultant Agreement

(Non-Capital Projects)

Amendment to Approved Service Order - Cover Page

1a. Intentionally Omitted.

1b. Master Agreement AC No.: 666314

2. First Second Third Amendment to Approved Service Order No. 2

3. Consultant's Name: GALE Partners, LLC

4. The above-referenced Approved Service Order is amended as follows:

4a. **Budget/Fiscal:** The original Budget/Fiscal information in Section 7 of the Approved Service Order First Revised Budget/Fiscal Attachment Second Revised Budget/Fiscal Attachment is amended to read as set forth in the attached First Second Third Revised Budget/Fiscal Attachment.

4b. **Tasks - Attachment A:** The original First Revised Second Revised Attachment A is amended to read as set forth in the attached First Second Third Revised Attachment A.

4c. **Compensation Table - Attachment C:** The original First Revised Second Revised Attachment C is amended to read as set forth in the attached First Second Third Revised Attachment C.

5. Each of the attachments to this amendment is incorporated herein by reference.

6. Consultant Approval: Nicole Smith Date: Jun 22, 2022

7. Approval as to Form (City Attorney):

Form Approved by the Office of the City Attorney

(The Maximum Service Order Compensation of the Approved Service Order, as amended, is \$100,000 or less, and the provisions of the form are not altered.)

Approved as to Form: Jon Calegari Date: Jun 22, 2022
Senior Deputy City Attorney: Jon Calegari (Jun 22, 2022 10:32 PDT)

Jon Calegari

8. Director of Aviation Approval: [Signature] Date: Jun 22, 2022

John Aitken, A.A.E.

First **Second** **Third** **Revised Budget/Fiscal Attachment**

1. This Revised Budget/Fiscal Attachment is attached to the First Second Third amendment to Approved Service Order No. 2 issued pursuant to the Master Agreement.
2. The Maximum Service Order Compensation set forth on Line 7.b. of Section 7 of the Approved Service Order cover page is:

Decreased from \$ _____ to \$ _____.

Increased from \$1,271,975 to \$1,854,384 and

Appropriation Certification: I certify that an unexpended appropriation in the amount of the increased compensation is available in the following fund(s) and that such fund(s) will be encumbered to pay for this Approved Service Order.

Fund: 523 Appn: 0802 RC: 102110 Amount: \$ 582,409

Fund: Appn: RC: Amount: \$

Fund: Appn: RC: Amount: \$

Fund: Appn: RC: Amount: \$

Authorized Signature: _____ Date: _____

3. If the Maximum Service Order Compensation is being increased, the unencumbered amount in the Master Agreement is sufficient as follows:

a.	Current unencumbered amount in Master Agreement:	\$	7,712,525
b.	Increase in the Maximum Service Order Compensation:	\$	582,409
c.	New unencumbered balance in Master Agreement	\$	7,130,116

First Second Third **Revised Attachment A: Tasks**

This Revised Attachment A is attached to the First Second Third amendment to Approved Service Order No. 2 issued pursuant to the Master Agreement.

The tasks set forth in the original Attachment A, or in any previous amendment to the original Attachment A, are amended as set forth herein. All other tasks shall remain unchanged.

Paragraph C of Task No. 2, entitled “Phase 2 – Brand Strategy, New Brand Identity System,” is amended as follows:

“**C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:

- On or before the following date: December 31, 2022
- On or before ____ Business Days from _____.”

Paragraph C of Task No. 5, entitled “Phase 2 - Creative Campaign Concept Survey,” is amended as follows:

“**C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:

- On or before the following date: December 31, 2022
- On or before ____ Business Days from _____.”

Paragraph C of Task No. 6, entitled “Phase 2 - First Party Data Strategy,” is amended as follows:

“**C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:

- On or before the following date: December 31, 2022
- On or before ____ Business Days from _____.”

Paragraph C of Task No. 7, entitled “Phase 2 - Social Strategy,” is amended as follows:

“**C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:

- On or before the following date: December 31, 2022
- On or before ____ Business Days from _____.”

Task No. 8, entitled “Phase 3 - Media Planning,” is deleted in its entirety.

Task No. 9, entitled “Phase 3 – Creative Production,” is amended as follows:

“A. Services: Consultant shall provide creative production services, as follows:

- a. Advertising assets (e.g. animated or motion graphics brand video assets) as an output of the approved Creative Campaign Concept and the Media Plan. The brand video assets e.g. Video shall include one (1) Brand / campaign anthem video :30secs. (will include a 15sec cut down for digital display/ pre-roll). Video will be animation and motion graphics only (no talent or new photography). The assets produced will depend on the media planning output.
- b. Print media layout that align with campaign creative concept, which will likely include designed graphics / illustration and no new photography
- c. Creative display banners that align with campaign creative concept. Consultant shall develop three (3) basic animation master creative display banners with exports in up to (4) standard IAB sizes each.
- d. Paid social assets that align with campaign creative concept. Consultant will develop three (3) static and/or animated creative executions with up to (3) standard social spec versions for each for use in accordance with Paid Social media plan, sizes and specs include mobile units.

Tactical assets to be agreed upon by Consultant and SJC brand team in alignment with Media Plan prior to production. This task assumes Consultant shall provide no talent or new photography.

For each of the creative production services in this task 9, Airport has 3 rounds of review (2 for feedback and 1 for approval). Consultant shall incorporate Airport feedback after each of the first two rounds of review.

B. Deliverables:

PHASE 3	
SERVICES	DELIVERABLES
Creative Production	1) One (1) Brand / campaign anthem video :30secs and :15 cut down. Video will be animation and motion graphics only (no talent or new photography) 2) One (1) print ad 3) Three (3) basic animation master creative digital display banners with exports in up to (4) standard IAB sizes each 4) Three (3) static and/or animated creative executions with up to (3) standard social spec versions

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

- On or before the following date: December 31, 2022.
- On or before ____ Business Days from _____.”

First **Second** **Third** **Revised Attachment C: Compensation Table**

This Revised Attachment C is an attachment to the First Second Third amendment to Approved Service Order No. 2 issued pursuant to the Master Agreement.

Part 1 – Compensation for Services				Column 4
Column 1	Column 2	Column 3	Column 4	Column 4
Task Nos.	Basis of Compensation	Invoice Period	Compensation	Compensation
1	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 190,175
2	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 358,251
3	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 15,060
4	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 241,405
5	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 23,300
6	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 36,749
7	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 24,335
8	<input type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 0
9	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 760,000
10	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 36,169
Part 2 – Reimbursable Expenses				
<input checked="" type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.			<input type="checkbox"/> Expenses are separately reimbursable in the maximum amount of:	\$

Master Agreement AC No.: 666314
 Consultant: GALE Partners, LLC
 Service Order No.: 2

Part 3 – Subconsultant Costs		
<input type="checkbox"/> Subconsultant costs are not separately compensable. The amount(s) in Column 4 of Part 1 include(s) sub-consultant costs.	<input checked="" type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of:	\$ 169,000
Maximum Service Order Compensation (sum of Parts 1 through 3):		
		\$ 1,854,384

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney
 City Manager
 City Clerk **OR** Return to
Dept. (circle one)

Insurance Certificates / Waivers Electronically Signed: Yes
 Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700 Scanned Signature Authorization
 Supplemental Memorandums (if applicable): Select One

Type of Document: Amendment

Type of Contract: Professional Services

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 666314-004

Contractor: GALE Partners, LLC

Address: One World Trade Center - Floor 67, New York, NY 10007

Phone: 416-569-6940

Email: brad@galepartners.com

Contract Description: 2nd Amendment to Service Order 2

Term Start Date: Upon execution Term End Date: 12/31/2022 Extension: Yes

Method of Procurement: N/A

RFB, RFP or RFQ No.: _____ Date Conducted: _____

Agenda Date (if applicable): _____

Agenda Item No.: _____

Resolution No.: _____

Ordinance No.: _____

Original Contract Amount: 7,712,525

Amount of Increase/Decrease: 582,409

Option #: ___ of ___ Option Amount: _____

NTE/Updated Contract Amount: 7,130,116

Fund/Appropriation: 523/0802

Form 700 Required (Selection mandatory for processing): No

Revenue Agreement: No

Tax Certificate No.: 8546735110

Expiration Date: 7/15/2022

Department: Airport (80)

Department Contact: Peter Hoang

Customer (Finance Only): _____

Notes:

Department Director Signature: _____

Date

Office of the City Manager Signature: _____

Date