

# Standard City of San José Consultant Agreement

(Non-Capital Projects)

This Agreement is between the City of San José, a municipal corporation (“City”), and Moore Iacofano Goltsman, Incorporated, a California corporation (“Consultant” or “MIG”).

This Agreement is made and entered into this 15th day of August 2021 (“Contract Date”).

THE CITY AND CONSULTANT AGREE AS FOLLOWS:

## 1. AGREEMENT SCOPE

- 1.1 General:** This Agreement sets forth the terms and conditions under which the Consultant will provide professional consulting services to the City.
- 1.2 Exhibits:** This Agreement consists of this agreement form and the following exhibits, which are incorporated herein by reference:
- Exhibit A:** Scope of Basic Services
  - Exhibit B:** Compensation
  - Exhibit C:** Insurance Requirements
  - Exhibit D:** Notice of Exercise of Option to Extend Agreement
- 1.3 Director:** “Director” means the Director of Transportation or the Director’s designee.
- 1.4 Business Days:** “Business Day” and “Business Days” means the day(s) on which City Hall is open to conduct business.
- 1.5 Entire Agreement:** This Agreement is the final, complete and exclusive understanding of the parties as to the matters contained herein. It supersedes all prior communications and understandings regarding such matters.
- 1.6 Amendments:** This Agreement may be modified only by a written amendment executed by the parties.

## 2. AGREEMENT TERM

- 2.1 Initial Term:** The Agreement term is from the Contract Date to August 15, 2024, inclusive, unless terminated earlier pursuant to Section 19 below (“Initial Term”).
- 2.2 Optional Term:** After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to two (2) additional one-year terms (“Option Term(s)”) up through August 15, 2026.
- 2.2.1 Notice:** The City shall provide the Consultant with no less than thirty (30) calendar days’ prior written notice of its intention to exercise its option to extend the term of this Agreement. See Exhibit D for Notice of Exercise of Option to Extend Agreement Form.
- 2.2.2 Appropriation of Funds Contingency:** The City’s funding of this Agreement shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations. The Consultant acknowledges that the City, a municipal corporation, is precluded by the California State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that any Option Term(s) is contingent upon the appropriation of funds by the City. This Agreement will terminate immediately if funds necessary to continue the Agreement are not appropriated. Despite the foregoing, the City shall pay Consultant for any services performed in accordance with this Agreement up to the date of termination.

## 3. SCOPE OF SERVICES

- 3.1 Basic Services:** “Basic Services” means the services set forth in **Exhibit A**. The Consultant must perform the Basic Services to the Director’s satisfaction.
- 3.2 Additional Services:** “Additional Services” means the following: (a) services that are included in the Basic Services but exceed the specified level of the Basic Services, or (b) services that relate to the Project but are not included in the Basic Services.
- 3.2.1 Authorization:** The City will not compensate the Consultant for any Additional Services without the Director’s prior written authorization.
- 3.2.2 Director’s Authorization:** The Director may authorize the Consultant to perform Additional Services up to the cumulative, maximum amount set forth in **Exhibit B** for such services. The Director must authorize the Consultant to perform Additional Services through a written amendment executed by both parties. The written amendment must set forth the scope of the Additional Services, the schedule for completing such services, and the amount and method of compensating the Consultant for such services. The Director is authorized to execute the amendment for Additional Services for the City.

## 4. INTENTIONALLY OMITTED

## 5. CITY'S CONTRACT MANAGER

The City's contract manager for this Agreement is:

Name: Anna Le	Phone No.: 408-535-7985
Department: Transportation	Email: anna.le@sanjoseca.gov
Address: 200 E. Santa Clara St. 8 <sup>th</sup> Floor San Jose, CA 95113	

The Director can change the above contract manager by giving the Consultant written notice.

## 6. CONSULTANT'S STAFFING

- 6.1 Consultant's Project Manager and Other Staffing:** Identified below are the following: (a) the Consultant's project manager, and (b) the Consultant(s) and/or employee(s) of the Consultant who will be principally responsible for providing the Basic Services. If any individual identified below is required to file a Statement of Economic Interests, Form 700 ("Form 700"), and the individual does not have a current Form 700 on file with the City Clerk for a separate agreement with the City, the Consultant must comply with the requirements of Subsection 17.2 below.

		<b><u>Required to File Form 700?</u></b>		
		<b>Yes Already Filed (Insert Date Filed)</b>	<b>Yes Need to File</b>	<b>No</b>
<b><u>Consultant's Project Manager</u></b>				
Name: Deanna Chow Trotter	Phone No.: (510) 845-7549		x	
Address: 2055 Junction Avenue, Suite 205 San José, CA 95131	Email: dchowtrotter@migcom.com			
<b><u>Other Staffing</u></b>				
<u>Name:</u>	<u>Assignment:</u>			
1.				
2.				
3.				

- 6.2 Project Manager's Authority:** The Consultant's contract manager is authorized to act on behalf of the Consultant.
- 6.3 Staffing Changes:** The Director's prior written approval is required for the Consultant to remove, replace or add to any of its staffing identified in this provision.

## 7. USE OF SUBCONSULTANTS

7.1 **Authority to Use:** Whichever of the following is marked applies to this Agreement:

- The Consultant can **not** use any subconsultants without the Director's prior written approval.
- The Consultant will use the following subconsultants for the specified areas of work. The Consultant can not remove, replace or add to any of the subconsultants identified in this provision without the Director's prior written approval.

Subconsultant's Name	Area of Work
1. Fehr & Peers	To provide local transportation planning insight and related data analysis
2. EMC Research	To provide three market research studies
3. Digital Mark Group and Zeba Media	To provide digital and out-of-home media strategies and placements
4. ION Translations	To provide multicultural consulting and in-language translations for all campaign and collateral materials
5. Center for Accessible Technology	To provide accessibility consulting and user testing to optimize webpage design and development for screen readers (used by people with disabilities)

7.2 **Subconsultant Work:** The Consultant warrants all services and deliverables provided by any subconsultants it uses, and represents that each such subconsultant is specially trained, experienced, and competent to perform its portion of the work.

## 8. INDEPENDENT CONTRACTOR

8.1 **General:** The Consultant has complete control over its operations and employees, and is an independent contractor. The Consultant is not an agent or employee of the City, and shall not represent or act as the City's agent or employee. The Consultant does not have any rights to retirement benefits or other benefits accruing to City employees, and expressly waives any claim it may have to any such rights.

8.2 **Subcontractors:** As an independent contractor, the Consultant has complete control over its subconsultants, subcontractors, suppliers, agents and any other person or entity with whom the Consultant contracts in furtherance of this Agreement (collectively "Subcontractors"). Subject to the requirements of Section 7 of this Agreement, the Consultant is solely responsible for selecting, managing and compensating its Subcontractors, and for ensuring they comply with this Agreement.

8.3 **Indemnity:** The Consultant shall place in each Subcontractor agreement indemnity obligations in favor of the City in the exact form and substance of those contained in Section 11 below.

## 9. STANDARD OF PERFORMANCE

The Consultant represents that it possesses all necessary training, licenses and permits needed to perform the Basic Services. The Consultant represents that its performance of the Basic Services will conform to the standard of practice of a professional that specializes in performing professional services of a like nature and complexity.

## 10. COMPENSATION

- 10.1 Maximum Total Compensation:** The maximum amount the City will pay the Consultant for all professional fees, costs, charges and expenses related to performing Basic Services and any Additional Services is **\$991,700** (“Maximum Total Compensation”).
- 10.2 Intentionally Omitted.**
- 10.3 Exhibit B - Compensation:** The City will pay the Consultant up to the Maximum Total Compensation in accordance with **Exhibit B**.
- 10.3.1 Compensation Table:** **Exhibit B** sets forth a compensation table establishing the manner in which the City will pay the Maximum Compensation to the Consultant (“Compensation Table”). The Compensation Table is subject to the terms and conditions set forth below in Subsections 10.4 through 10.7.
- 10.3.2 Schedule of Rates and Charges:** If the City will compensate the Consultant for any Basic Services on a time-and-materials basis, then **Exhibit B** also sets forth a schedule of the Consultant’s rates and charges (“Schedule of Rates and Charges”). The Schedule of Rates and Charges is subject to the following requirements:
- 10.3.2.1 Premium Pay:** “Premium Pay” is a special pay rate for working during times that are less desirable, such as weekends, holidays or late shifts. The City will not pay Consultant Premium Pay.
- 10.3.2.2 No Increases:** The City will **not** increase the Schedule of Rates and Charges during the Agreement term.
- 10.3.2.3 Conflict:** In the event of a discrepancy between this Section and the Schedule of Rates and Charges, this Section governs.
- 10.4 Compensation Table – Part 1:** Part 1 of the Compensation Table addresses compensation for the various tasks included in the Basic Services. The following terms and conditions apply to Part 1 of the Compensation Table.
- 10.4.1 Task Numbers (Column 1):** Column 1 sets forth the task number(s) for which the City will compensate the Consultant. Each task number corresponds to the same task number in **Exhibit A**. If a task number included in **Exhibit A** is not included in the Compensation Table, then the City will not compensate the Consultant separately for that task, and payment for such task is deemed included in the other task(s) for which the Consultant is receiving compensation.
- 10.4.2 Basis of Compensation (Column 2):** Column 2 identifies whether the City will pay the Consultant for the task(s) on a time-and-materials basis or on a fixed-fee basis.

- 10.4.3 Invoice Period (Column 3):** Column 3 identifies when the Consultant must submit its invoice for payment. If invoicing is monthly, the Consultant must submit its invoice to the City by the 15<sup>th</sup> Business Day of each month for work completed during the previous month. If invoicing is upon the completion of a task or group of tasks, the Consultant must submit its invoice to the Director within 20 Business Days following completion of the task(s) to the Director's satisfaction. If invoicing is upon the completion of all work, the Consultant must submit its invoice to the Director within 20 Business Days following completion of all work to the Director's satisfaction.
- 10.4.3.1 Invoice:** Each invoice must include sufficient information and supporting documents to establish to the Director's satisfaction that the Consultant is entitled to the payment requested. The City will pay the undisputed portion of the invoice amount within 20 Business Days of the Director's approval of such undisputed amount.
- 10.4.3.2 Invoices Based on Time and Materials:** If time and materials is the basis of compensation, then the Consultant will base its invoice on the hours, professional fees, costs, and charges associated with the work completed during the invoice period. If the Consultant is entitled to reimbursable expenses and/or separate payment for subconsultant costs, the invoice will include such expenses and/or costs associated with the work completed during the invoice period. The City will compensate the Consultant in accordance with the Schedule of Rates and Charges included in **Exhibit B**.
- 10.4.3.3 Monthly Invoices Based on Fixed Fee:** If the Consultant invoices monthly for a "fixed fee," then the Consultant will base its monthly invoice on the percentage of work completed during the previous month. If the task(s) completed the previous month involve the Consultant performing construction administration services, the percentage of work completed during the previous month will be measured based on the percentage of construction completed during the previous month. If the Consultant is entitled to reimbursable expenses and/or separate payment for subconsultant costs, the invoice will include such expenses and/or costs incurred during the previous month.
- 10.4.4 Compensation (Column 4):** Column 4 sets forth the total compensation the City will pay the Consultant for completing the task(s).
- 10.4.4.1 Time & Materials:** If time and materials is the basis of compensation, then the amount in Column 4 is a "not-to-exceed" or maximum amount. Any hours worked for which payment would result in a total exceeding the amount in Column 4 is at no cost to the City. If the Consultant completes the task(s) for less than the amount set forth in Column 4, the Director (in the Director's sole discretion) *may* use the cost savings to increase the budget of another task. The Director must authorize such reallocation of cost savings in writing.
- 10.4.4.2 Fixed Fee:** If "fixed fee" is the basis of compensation, then the Consultant must complete the task(s) for the amount set forth in Column 4. Any hours worked for which payment would result in a total exceeding the amount in Column 4 are at no cost to the City.

**10.5 Compensation Table – Part 2:** Part 2 of the Compensation Table indicates whether or not the City will reimburse the Consultant separately for expenses incurred in providing the work. The following terms and conditions apply if the City reimburses the Consultant separately for expenses.

**10.5.1 Subconsultants:** The cost of subconsultants is not treated as a reimbursable expense. Subsection 10.6 of this Agreement addresses payment for the cost of subconsultants.

**10.5.2 Maximum Amount of Reimbursable Expenses:** The City will reimburse the Consultant for expenses up to the maximum amount set forth in the last column of Part 2. Any expenses that the Consultant incurs in excess of the stated maximum are at no cost to the City.

**10.5.3 Expenses That Are Reimbursable:** Any reimbursement to the Consultant is limited to the expenses set forth below in the Reimbursable Expense Schedule. The City will reimburse these expenses at actual cost only unless a mark up is specified

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Telephone and facsimile transmission charges.	No Markup
4.	The rental of any specialized equipment to the extent the City's project manager has preapproved, in writing, the cost of such rental.	As specified, not to exceed 10%
5.	With the written pre-authorization of the City's project manager, mileage and other travel-related expenses to the same extent that the City reimburses its employees pursuant to the Employee Travel Policy (City Policy Manual, Sections 1.8.2 and 1.8.3). The Consultant acknowledges that it has received a copy of Sections 1.8.2 and 1.8.3 and is familiar with these sections of the Employee Travel Policy.	No Markup
6.	Any other expenses expressly identified in <b>Exhibit B</b> as being reimbursable.	As specified, not to exceed 10%

**10.6 Compensation Table – Part 3:** Part 3 indicates whether the City will compensate the Consultant separately for subconsultant costs incurred in providing any part of the services. If the City will compensate the Consultant for subconsultant costs, the City will do so in accordance with the following terms and conditions.

- 10.6.1 Actual Costs:** The Consultant can invoice the City for no more than the actual cost of each subconsultant plus a specified mark up not to exceed 5 percent.
- 10.6.2 Schedule of Rates and Charges:** Any subconsultant rates and charges set forth in the Schedule of Rates and Charges, if one is included in **Exhibit B**, must be the subconsultant's actual rates and charges exclusive of any markup. The City will compensate the Consultant in accordance with those rates and charges.
- 10.6.3 Maximum Amount:** The City will compensate the Consultant for all subconsultants in a total amount not to exceed the amount set forth in the last column of Part 3. Any additional subconsultant costs that the Consultant incurs in excess of the specified maximum amount are at no cost to the City.
- 10.7 Compensation Table – Part 4:** Part 4 sets forth the maximum compensation that the Director can authorize for Additional Services in accordance with Subsection 3.2 above. Any Additional Services performed by the Consultant that would result in compensation exceeding this maximum amount is at no cost to the City.
- 10.8 Tax Forms Required:** The following are conditions on the City's obligation to process any payment pursuant to this Agreement:
- 10.8.1 U.S. Based Person or Entity:** If the Consultant is a U.S. based person or entity, the Consultant acknowledges and agrees that the Consultant is required to provide the City with a properly completed Internal Revenue Service Form W-9 before the City will process payment. If the Consultant is a U.S. based person or entity, but has neither a permanent place of business in California nor is registered with the California Secretary of State to do business in California, the Consultant acknowledges and agrees that the Consultant is required to provide the City with a properly completed California Franchise Tax Board form related to nonresident withholding of California source income.
- 10.8.2 Non-U.S. Based Person or Entity:** If the Consultant is not a U.S. based person or entity, the Consultant acknowledges and agrees that the Consultant is required to provide the City with the applicable Internal Revenue Service form related to its foreign status and a California Franchise Tax Board form related to nonresident withholding before the City will process payment.

## 11. INDEMNIFICATION

- 11.1 Obligation:** The Consultant shall defend, indemnify and hold harmless the City and its officers, employees and agents against all claims, losses, damages, injuries, expenses or liabilities that – directly or indirectly, or in whole or in part - arise out of, pertain to, or relate to any of the following:
- The Consultant's negligent performance of all or any part of the Basic Services and any Additional Services; or
  - Any negligent act or omission, recklessness or willful misconduct of the Consultant, any of its Subcontractors, anyone directly or indirectly employed by either the Consultant or any of its Subcontractors, or anyone that they control; or
  - Any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person(s) caused by the City's use of any services, deliverables or



other items provided by the Consultant pursuant to the requirements of this Agreement; or

- Any breach of this Agreement.

**11.2 Limitation on Obligation:** The obligation in Subsection 11.1 above shall not apply to the extent that any claim, loss, damage, injury, expense or liability results from the sole negligence or willful misconduct of the City or its officers, employees or agents.

**11.3 Duty to Defend:** The Consultant's obligation in Subsection 11.1 above applies to the maximum extent allowed by law and includes defending the City, its officers, employees and agents as set forth in Sections 2778 and 2782.8 of the California Civil Code. Upon the City's written request, the Consultant, at its own expense, shall defend any suit or action that is subject to the obligation in Subsection 11.1 above.

**11.4 Insurance:** The City's acceptance of any insurance in accordance with Section 12 does not relieve the Consultant from its obligations under this Section 11. The Consultant's obligations under this Section 11 apply whether or not the insurance required by the Agreement covers any damages or claims for damages.

**11.5 Survival:** The Consultant's obligations under this Section 11 survive the expiration or earlier termination of the Agreement.

## 12. INSURANCE REQUIREMENTS

**12.1 General:** The Consultant shall comply with the insurance requirements set forth in **Exhibit C** for the Agreement term.

**12.2 Documentation:** Before performing any services, the Consultant must submit to the City's designated risk manager ("Risk Manager"), for the Risk Manager's written approval, all documents demonstrating compliance with the requirements of **Exhibit C**.

**12.3 Changes:** The Risk Manager may amend or waive, in writing, any of the requirements contained in **Exhibit C**.

## 13. OWNERSHIP OF WORK PRODUCT

**13.1 Ownership:** The City owns all rights in and to any of the following work product (including electronic equivalents) without restriction or limitation upon their use, and immediately when and as created by the Consultant or any other person engaged directly or indirectly by the Consultant to perform the Consultant's services pursuant to this Agreement: reports, drawings, plans, data, software, models, elevations, sections, details, schedules, diagrams, specifications, studies, surveys, information, sketches, and documents or other materials developed or discovered (collectively "Work Product").

**13.2 Copyright:** To the extent permitted by Title 17 of the United States Code, the Work Product is deemed a work for hire and all copyrights in such Work Product are the property of the City. In the event it is ever determined that any Work Product is not a work for hire under United States law, the Consultant hereby assigns to the City all copyrights to such works when and as created.

**13.3 Intentionally Omitted.**

**13.4 Consultant's Reuse:** With the Director's prior written consent, the Consultant may retain and use copies of the Work Product for reference and as documentation of experience and capabilities.

## 14. DISCLOSURE OF WORK PRODUCT

- 14.1 Prohibition:** Except as authorized by the Director or as otherwise required by law, the Consultant shall not disclose any of the following to a third party: (a) Work Product, (b) discussions between the City and Consultant, or (c) information prepared, developed or received by the Consultant or any of its Subcontractors in the course of performing services pursuant to this Agreement.
- 14.2 Notification:** The Consultant will immediately notify the Director if it is requested by a third party to disclose any Work Product, discussions or information that the Consultant is otherwise prohibited from disclosing.
- 14.3 Limit on Prohibition:** The prohibition in Subsection 14.1 above does not apply to disclosures between the Consultant and its Subcontractors that are needed to perform the Basic Services.
- 14.4 Survival:** This Section 14 survives the expiration or earlier termination of this Agreement.

## 15. AUDIT/INSPECTION OF RECORDS

- 15.1 Retention Period:** The Consultant shall retain the following records (collectively "Records") for a minimum of 3 years from the date of the City's final payment to the Consultant under this Agreement or for any longer period required by law:
- All ledgers, books of accounts, invoices, vouchers, canceled checks, and other records relating to the Consultant's charges for performing services, or to the Consultant's expenditures and disbursements charged to the City; and
  - All Work Product and other records evidencing Consultant's performance.
- 15.2 Producing Records:** At any time during the Agreement term or during the period of time that the Consultant is required to retain the Records, the City Manager, the Director, the City Attorney, the City Auditor, or a designated representative of any of these officers may request, in writing, production of all or a portion of the Records. The Consultant shall produce the requested Records at City Hall during normal business hours, or at any other location and time mutually agreed upon by the parties. The Consultant shall produce the requested Records at no cost to the City.
- 15.3 State Auditor:** In accordance with Government Code Section 8546.7, the Consultant may be subject to audit by the California State Auditor with regard to the Consultant's performance of this Agreement if the compensation under this Agreement exceeds \$10,000.

## 16. NON-DISCRIMINATION/NON-PREFERENCE

- 16.1 Prohibition:** The consultant shall not discriminate against, or grant preferential treatment to, any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin. This prohibition applies to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, conditions, or privileges of employment, subcontracting and purchasing.
- 16.2 Intentionally Omitted.**

- 16.3** **Subcontracts:** The Consultant shall include the requirements of this Section in each subcontract that it enters into in furtherance of this Agreement.

## 17. CONFLICT OF INTEREST

- 17.1** **General:** The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant certifies that, as of the Contract Date, it was unaware of any facts constituting a conflict of interest or creating an appearance of a conflict of interest. The Consultant shall avoid all conflicts of interest or appearances of conflicts of interest in performing this Agreement. The Consultant has the obligation of determining if the manner in which it performs any part of this Agreement results in a conflict of interest or an appearance of a conflict of interest, and shall immediately notify the City in writing if it becomes aware of any facts giving rise to a conflict of interest or the appearance of a conflict of interest.

- 17.2** **Filing Form 700:** In accordance with the California Political Reform Act (Government Code Sections 81000 et seq.), the Consultant shall cause each person performing services under this Agreement, and identified as having to file a Form 700, to do each of the following:

- Disclose the categories of economic interests in Form 700 as required by the Director;
- Complete and file the Form 700 no later than 30 calendar days after the person begins performing the services under this Agreement, and complete and file all subsequent Form 700s, in conformance with the requirements specified in the California Political Reform Act; and
- File the original Form 700 with the City's Clerk with a copy submitted to the Director.

- 17.3** **Future Services:** The Consultant acknowledges each of the following with regard to performing future services for the City:

- The Consultant's performance of the services required by this Agreement may create an actual or appearance of a conflict of interest with regard to the Consultant performing or participating in the performance of some related **future** services, particularly if the services required by this Agreement comprise one element or aspect of a multi-phase process or project;
- Such an actual or appearance of a conflict of interest would be a ground for the City to disqualify the Consultant from performing or participating in the performance of such future services; and
- The Consultant is solely responsible for considering what potential conflicts of interest, if any, performing the services required by this Agreement might have on its ability to obtain contracts to perform future services.

## 18. ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

- 18.1** **General:** The Consultant shall perform its obligations under the Agreement in conformance with City Council Policy 1-19, entitled "Prohibition of City Funding for Purchase of Single serving Bottled Water," and City Council Policy 4-6, entitled "Environmentally Preferable Procurement Policy."

**18.2 Prohibition of City Funding for Purchase of Single Serving Bottled Water:** The City's policy is that City funds should not be used for the purchase of single-serving bottled water except for any of the following:

- Public safety emergencies, investigations and extended deployments or activation of the Office of Emergency Services;
- Situations where there is a high risk of cross-contamination with non-potable water; or
- Situations where there are no reasonable alternatives to bottled water, such as large public events and when large quantities of water need to be distributed for health and safety reasons.

An invoice seeking reimbursement from City for the cost of single-serving bottled water under one of the above exceptions must be accompanied by a waiver form provided by the City and signed by the Director.

**18.3 Environmentally Preferable Procurement Policy:** The Environmentally Preferable Procurement Policy, along with a brief policy description, is located on the City's website at the following link: <https://www.sanjoseca.gov/home/showdocument?id=12833>. Environmental procurement policies and activities related to the completion of Consultant's work will include, whenever practicable, but are not limited to:

- The use of recycled and/or recyclable products in daily operations (i.e. 30%, 50%, 100% PCW paper, chlorine process free, triclosan free hand cleaner, etc.);
- The use of Energy-Star Compliant equipment;
- The use of alternative fuel and hybrid vehicles, and implementation of protocols aimed at increasing the efficiency of vehicle operation;
- The implementation of internal waste reduction and reuse protocol(s); and
- Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products.

## 19. TERMINATION

**19.1 For Convenience:** The Director may terminate this Agreement at any time and for any reason by giving the Consultant written notice of the termination. The written notice must set forth the effective date of the termination, which must be at least 7 Business Days' after the date of the written notice.

**19.2 For Cause:** The Director may terminate this Agreement immediately upon written notice for any material breach by the Consultant. If the Director terminates the Agreement for cause and obtains the same services from another consultant at a greater cost, the Consultant is responsible for such excess cost in addition to any other remedies available to the City.

**19.3 Delivery of Work:** If the Director terminates the Agreement – whether for convenience or for cause – the Director has the option of requiring the Consultant to provide to the City any finished or unfinished Work Product prepared by the Consultant up to the date of Consultant's receipt of the written notice of

termination.

- 19.4 Compensation:** The City will pay the Consultant the reasonable value of services satisfactorily rendered by the Consultant to the City up to the date of Consultant's receipt of the written notice of termination. For services to be "satisfactorily rendered," the Director must determine that the Consultant provided them in accordance with the terms and conditions of this Agreement. The Director will determine the reasonable value of satisfactorily rendered services based on the Compensation Table and any Schedule of Rates and Charges attached to this Agreement.
- 19.5 Receipt of Notice:** For purposes of this provision, the Consultant's receipt of the written notice of termination will be determined based on the date of actual receipt or based on Subsection 20.2 below, whichever occurs first.

## 20. NOTICES

- 20.1 Manner of Giving Notice:** All notices and other communications required by this Agreement must be in writing, and must be made via e-mail, personal service or United States mail, postage prepaid.
- 20.2 When Effective:** A notice or other communication that is e-mailed is effective when sent provided the sender receives an acknowledgement from the intended recipient (e.g. return receipt, return e-mail, or other written acknowledgement). A notice or other communication that is personally serviced is effective when personally delivered. A notice or other communication that is mailed is effective 3 calendar days after deposit in the United States mail.
- 20.3 To Whom Given:** All notices and other communications between the parties regarding the Agreement must be given to the individuals identified below using the appropriate contact information for giving notice:

To the City:                      City of San José  
Department of Transportation,  
Attn: Anna Le  
200 East Santa Clara Street, 8<sup>th</sup> Floor  
San Jose, CA 95113  
408-535-3850  
anna.le@sanjoseca.gov

To the Consultant:              Moore Iacofano Goltsman, Incorporated  
Attn: Deanna Chow Trotter  
2055 Junction Avenue, Suite 205,  
San José, CA 95131  
510-845-7549  
dchowtrotter@migcom.com

- 20.4 Changing Contact Information:** Either party may change its contact information for receiving written notices and communications regarding the Agreement by providing notice of such change to the other party pursuant to this Section 20.

## 21. MISCELLANEOUS

- 21.1 Gifts Prohibited:** The Consultant represents that it is familiar with Chapter 12.08 of the San José

Municipal Code, which generally prohibits a City officer or designated employee from accepting any gift. The Consultant shall not offer any City officer or designated employee any gift prohibited by Chapter 12.08. The Consultant's violation of this Subsection 21.1 is a material breach.

- 21.2 Disqualification of Former Employees:** The Consultant represents that it is familiar with Chapter 12.10 of the City's Municipal Code, which generally prohibits a former City officer and a former designated employee from providing services to the City connected with his/her former duties or official responsibilities. The Consultant shall not use either directly or indirectly any officer, employee or agent to perform any services if doing so would violate Chapter 12.10. The Consultant's violation of this Subsection 21.2 is a material breach.
- 21.3 Waiver of a Violation:** The City's waiver of any violation of this Agreement by the Consultant is not a waiver of any other violation by the Consultant.
- 21.4 Acceptance of Services Not a Waiver:** The City's acceptance of any service or deliverable is not a waiver or release of any professional duty of care applicable to such service or deliverable, or of any right of indemnification, any insurance requirements, or any other term or condition of this Agreement.
- 21.5 Compliance with Laws:** The Consultant shall perform all services consistent with all applicable federal, state and local laws, ordinances, codes and regulations. This obligation is not limited in any way by the Consultant's obligation to comply with any specific law, ordinance, code or regulation set forth elsewhere in this Agreement.
- 21.6 Business Tax:** The Consultant represents and warrants that it currently has a City business tax certificate or exemption, if qualified, and will maintain such certificate or exemption for the Agreement term.
- 21.7 Assignability:** Except to the extent this Agreement authorizes the Consultant to use subconsultants, the Consultant shall not assign any part of this Agreement without the Director's prior written consent. The Director, at the Director's discretion, may void this Agreement if a violation of this provision occurs.
- 21.8 Governing Law:** California law governs the construction and performance of this Agreement.
- 21.9 Disputes:** Any litigation resulting from this Agreement will be filed and resolved by a federal or state court in California.
- 21.10 Survival of Provisions:** If a court finds any part of this Agreement unenforceable, all other parts shall remain enforceable.
- 21.11 Headings:** The section and exhibit headings are for convenience only and are not to be used in its construction.
- 21.12 Counterparts:** This Agreement may be executed in any number of counterparts and by each Party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
- 21.13 Use of Electronic Signatures:** Unless otherwise prohibited by law or City policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a writing as set forth in Evidence Code Section 1550. The term "electronically signed

contract” means a contract that is executed by applying an electronic signature using technology approved by the City.

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**IN WITNESS WHEREOF**, the City and Consultant have caused this Agreement to be executed by their respective duly authorized representatives as follows.

**NOTE:** The Consultant must make one of the following representations by placing its initials in the space provided. **The City will not process this Agreement unless the Consultant has initialed one of the provisions.**

\_\_\_\_\_ The Consultant certifies that the Consultant has a permanent place of business in California or is registered with the California Secretary of State to do business in California. The Consultant will file a California tax return and withhold on payments of California source income to nonresidents when required. If the Consultant ceases to have a permanent place of business in California or ceases to do any of the above, the Consultant will promptly notify the City at the address specified in Subsection 20.3 of this Agreement.

Or

\_\_\_\_\_ If the Consultant is unable to make the above certification, the Consultant acknowledges and agrees to provide the City with the applicable tax forms issued by the Internal Revenue Service and California Franchise Tax Board, as applicable, as specified in Section 10.9 of this Agreement.



**City of San José**

× Sarah Zarate  
Sarah Zarate (10/6/2021)  
Email: sarah.zarate@sanjoseca.gov

By \_\_\_\_\_  
Name: Sarah Zarate Date  
Title: Director, City Manager's Office

**Consultant**

× Daniel S Iacofano  
danieli@migcom.com (9/28/2021)  
Email: danieli@migcom.com

By \_\_\_\_\_  
Name: Deanna Chow Trotter Date  
Title: Principal-in-Charge

× Deanna Chow Trotter  
dchowtrotter@migcom.com (9/28/2021)  
By Email: dchowtrotter@migcom.com

Name: Daniel Iacofano Date  
Title: CEO

**Approval as to Form (City Attorney):**

**Form Approved by the Office of the City Attorney**

(Maximum Total Compensation is \$100,000 or less, and standard provisions of the form are not altered.)

**Approved as to Form:**

× Aaron Yu  
Aaron Yu (10/4/2021)  
Email: aaron.yu@sanjoseca.gov

\_\_\_\_\_  
Name: Aaron Yu Date  
Title: Deputy City Attorney

## EXHIBIT A: SCOPE OF BASIC SERVICES

The Consultant shall provide services and deliverables as set forth in this **Exhibit A**. The Consultant shall provide all services and deliverables required by this **Exhibit A** to the satisfaction of the Director.

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**General Description of Project:** The communications strategy will provide a campaign that builds a culture around safety with the goal of reducing and eventually eliminating traffic fatalities and severe injuries on San José streets. The consultant will analyze available crash data to identify root causes, conduct a multilingual survey in an equitable manner to measure attitudes and self-reported behaviors, build focus groups to inform the campaign and strategy, launch the campaign, including outreach and engagement work, and evaluate the campaign's effectiveness.

### **Phase 1 – Strategic Communications Platform**

**Phase Objective:** Establish a communications and branding platform for San José Vision Zero, setting a foundation for the growth of the City's high-profile traffic safety program and brand—uncovering constituent attitudes about traffic safety and identifying the City's key crash factors.

#### **Task 1.1 – Project Management**

In this task, MIG will partner with the City, providing communications consultation and the deliverables listed in this Scope of Basic Services. MIG will oversee coordination and management among MIG's subconsultants and the City. This includes sending as-needed emails, facilitating phone calls, remote and in-person meetings with relevant parties, regular conference calls between the City and MIG, and monthly project status reports issued by MIG.

This task includes ongoing financial oversight, such as budget tracking, monthly invoicing (with work-to-date summaries), and necessary project management tasks and actions to ensure the project is delivered on-time and on-budget, and any project issues are caught and addressed before they jeopardize outcomes.

MIG also acknowledges and agrees to soliciting a minimum of three (3) independent entities for any required subconsultant services or alternatively, providing a detailed explanation for the lack of competition when proposing a specific contractor—all submitted for City approval.

#### **Deliverables:**

- Regular project management conference calls
- Ongoing project management communications and project tracking
- Phase-specific budget tracking and invoice preparation
- Monthly Project Status Reports

**Timeline:** Ongoing, will be completed by June 2022

### **Task 1.2 – Project Kickoff Meeting**

MIG will organize a project kickoff meeting with the City’s Vision Zero project team, developing an agenda and any additional materials needed to facilitate the meeting. Agenda items are likely to include:

- **Administrative details**—e.g., introduction to San José Vision Zero Communications and MIG Project Managers/single points of contact, project communications protocol, meeting scheduling, invoicing.
- **Project overview**—e.g., project goals, overview of approach, project timeline and scope of work.
- **San José Vision Zero program objectives, context and data**—e.g., the state of San José Vision Zero, Action Plan progress, top causes of traffic collisions.
- **Communications background and campaign integration opportunities**—e.g., summary and reports on previous Vision Zero communications efforts, creative assets and results; options for pairing with law enforcement support, engineering milestones, public relations and earned media, and other City outreach initiatives.

After the meeting, MIG will provide meeting minutes and a list of key action items with the corresponding responsible party assigned.

#### **Deliverables:**

- Kickoff meeting coordination and agenda
- Kickoff meeting facilitation and participation
- Kickoff meeting minutes

**Timeline:** 4 months, will be completed by end of November 2021

### **Task 1.3 – Market Research, Quantitative Baseline**

The MIG Team, in partnership with EMC Research, recommends the City take the earliest opportunity possible to obtain a comprehensive quantitative baseline to benchmark constituent attitudes of traffic safety, San José Vision Zero brand recognition, awareness and more. This

baseline study will offer a tangible touchstone to assess the change and impact of all San José Vision Zero program efforts (not just communications) through the comparison of results of future tracking surveys.

To accomplish this, Phase 1 research will use a robust, representative sample methodology to measure attitudes and self-reported behaviors. For this phase, MIG/EMC propose using an Address-Based Sampling (ABS) approach to conduct a multilingual survey of a representative sample of adult San José residents. (Note: This can be expanded to Santa Clara County residents, if desired.)

MIG/EMC recommend this approach because they have found ABS to be the most robust and inclusive methodology. It allows them to sample from all residential mailing addresses, regardless of whether there are available telephone numbers or email addresses associated with them. EMC Research has successfully implemented this innovative mixed-mode methodology for a number of diverse cities and municipalities.

To ensure a representative sample of residents, EMC will pull a random sample of residential addresses in the City of San José. Each of these households will be mailed a postcard inviting one member of the household to take a survey online. The online survey, as well as the text on the invitation postcard, will be translated into Spanish and Vietnamese. For those who cannot or would prefer not to complete the survey online, EMC will provide an option to call a toll-free number to schedule an interview over the phone in English, Spanish, or Vietnamese.

MIG/EMC will leave the online survey open for several weeks and will use a series of reminders by postcard, telephone, and text message to boost response rates among under-responding populations. They have found these reminders to be helpful at encouraging participation because of the passive nature of the postcard approach.

After the online survey has been open for an initial period, MIG/EMC assess the demographics of those who have completed the survey to determine which demographic groups are underrepresented. From this assessment, they will make phone calls to a targeted list of households that are part of these underrepresented demographic groups. These outgoing telephone surveys will be offered in English, Spanish and Vietnamese using the same survey questionnaire.

In their experience with the ABS method, employing this set of tools, including the option to target their reminders to under-responding populations or areas, will result in a survey sample population that is reasonably representative of San José residents. If needed, final survey data will be weighted to ensure results are representative of the demographic and geographic distribution of adult San José residents, as compared with data from the U.S. Census.

The survey instrument will be designed to gain a baseline understanding of street safety attitudes, assess level of understanding that every road user has the ability to change behaviors to support a reduction in severe and fatal injury collisions, measure awareness of the Vision Zero program, and identify potential barriers to behavior change. The products of this survey will be a report on key perceptions and behaviors

related to traffic safety, as well as a segmentation of the population to identify subsets of the adult population who are most likely to be receptive to a behavior change campaign.

Given the project scope, MIG/EMC will conduct surveys of 600-800 adult residents of San José, with an average survey length of approximately 15 minutes.

**Deliverables:**

- Draft survey questionnaire (approximately 15 minutes in length) for City review
- Final survey questionnaire in English with Spanish and Vietnamese translations
- Invitation postcard in English with Spanish and Vietnamese translations
- Implementation of ABS approach: representative sampling of San José residents through 600-800 survey responses
- Data analysis
- Topline findings presentation
- Final research report
- Note: This task excludes printing and mailing costs.

**Timeline:** 4 months, will be completed by end of March 2022

**Task 1.4 – Market Research, Quantitative Baseline, Printing and Mailing**

EMC Research, with MIG oversight, will manage and cover the printing and mailing costs associated with the implementation of the ABS research methodology described in Task 1.3.

**Deliverables:**

- Printing costs (e.g., postcards) associated with the implementation of ABS methodology for collecting 600-800 responses
- All mailing costs associated with the implementation of ABS methodology for collecting 600-800 responses

**Timeline:** 3 months, will be completed by end of February 2022

**Task 1.5 – Crash Profiles**

The MIG Team, in partnership with Fehr & Peers, will conduct a crash typologies analysis utilizing the City's most recent and available five-year geocoded crash data and roadway characteristic data to help inform campaign and educational content opportunities. Through Fehr & Peers' experience developing Vision Zero Action Plans in the western United States, they have found these crash profiles to be highly meaningful in aligning engineering, enforcement and education strategies. The crash typologies analysis will investigate the traits of the parties involved, crash types (e.g., rear-end, broadside), preceding movements, unsafe behaviors, and other contributing factors like time of day, weather or alcohol influence. Similar to the descriptive analyses that they have conducted for other Vision Zero cities, they will also investigate trends in contextual variables, such as roadway speeds and volumes, intersection traffic controls, the presence of pedestrian and bicycle facilities, and the types of nearby land uses. They will assess how these variables may affect the safety of roadway users.

Through the crash typologies analysis, eight crash profiles will be identified. For each, they will describe some of the primary factors that lead to traffic fatalities and injuries on the City's Priority Safety Corridors and those that reflect some fundamental safety challenges in the City. The crash profile analysis adds nuance to the crash typologies by identifying some combinations of factors that are present at a given location. The crash profiles developed under this task will not only tell a story of where crashes occur, but they also will identify some primary risk factors that lead to crashes. These profiles can further inform a deeper understanding of roadway safety issues that can be used to develop Vision Zero campaigns and educational content.

**Deliverables:**

- Draft list and description of crash profiles for City review
- Final list and description of crash profiles

**Timeline:** 3 months, will be completed by end of January 2022

**Task 1.6 – Communications Strategy**

MIG will develop a communications strategy document to articulate and formalize the why, how and what of San José Vision Zero communications. This document will serve as a reference for the development of all Vision Zero communications going forward—grounding all future efforts in the values and principles defined in this document. The communications strategy will include the following:

- San José Vision Zero Program Background (program mission and goals)
- San José Vision Zero Communications Goals
- San José Vision Zero Values and Principles
- San José Vision Zero Overarching Messaging Strategy (includes identification and descriptions of key audiences, messages and talking points)
- San José Vision Zero Communications Key Tactics and Touchpoints

This document will be written and designed to be used by key San José Vision Zero stakeholders—e.g., City and DOT staff, Supervisors, SJP, and active collaborators and consultants—to encourage an integrated communications approach and a transparent, collaborative effort.

**Deliverables:**

- Content outline for City review and approval
- Draft communications strategy document for City review
- Final communications strategy document

**Timeline:** 3 months, will be completed by end of April 2022

**Task 1.7 – Brand Development - Brand Identity and Templates**

Creating a compelling logo for San José Vision Zero offers the opportunity to infuse its visual identity with meaning that conveys core brand attributes for this high-profile public/traffic safety program.

Per the City’s direction, MIG’s brand identity development will focus on wordmarks that are compatible with the City of San José’s existing logo.

The brand identity (logo) development process will include the following:

- Garner San José Vision Zero team input through a MIG-provided brand questionnaire, includes a conference call to review and discuss responses.
- Create a total of three to five (3-5) logo design options. Logo designs will be presented in black-and-white and initial color palette(s). All logos will include a wordmark. The color palette established by the logos will likely become the core colors of the brand. Similarly, fonts associated with the wordmark will anchor the brand’s overarching typography style and guidelines.
- Solicit City feedback and its selection of one design option to further refine.
- Revise selected logo option based upon the feedback and comments received from the City. One additional round of refinement of the revised logo is included.

The Project Manager will be responsible for consolidating stakeholder comments, arbitrating any conflicting views, and providing clear direction to MIG for each round of refinement, not to exceed two (2) rounds from original presentation. (Any additional rounds of refinement beyond the defined limit will prompt an MIG request for funding to cover all time and materials associated with the overage.)

Upon client approval of the logo, MIG will provide original electronic files of the logo in black-and-white and color in the most common electronic file types.

In addition, based upon the approved logo, MIG will create branded templates for San José Vision Zero to increase awareness and recognition of its brand. The following stationery and templates will be included:

- San José Vision Zero letterhead template
- San José Vision Zero PowerPoint template

**Deliverables:**

- Three to five (3-5) logo design options for the City to choose one (1)
- Two (2) rounds of refinement of selected logo option (includes wordmark, typography and colors)
- Final black and white, and color logo files
- San José Vision Zero branded templates (letterhead and PowerPoint)

**Timeline:** 2 months, will be completed by end of May 2022

**Task 1.8 – Brand Development - Brand Style Guide**

To help ensure consistent execution of the San José VisionZero brand, San José Vision Zero brand guidelines will equip all stakeholders and program partners to uphold the brand through tone and visuals. The San José Vision Zero Brand Style Guide will include specifications for:

- Proper logo usage and clearspace (required space/margins around the logo)
- Typography (fonts)
- Branded color palette
- Co-branding (e.g., San José Vision Zero with another partner logo)

**Deliverables:**

- Draft Brand Style Guide for City review
- Final Brand Style Guide

**Timeline:** 2 months, will be completed by end of June 2022



## **Phase 2 – Campaign Strategy Development**

**Phase Objective:** Select a specific traffic safety issue or campaign focus for the City’s first Vision Zero branded, integrated multi-channel communications campaign. Once selected, establish a campaign strategy and creative concept for campaign production and distribution in Phase 3.

### **Task 2.1 – Project Management**

See Task 1.1 description.

#### **Deliverables:**

- Weekly project management conference calls
- Ongoing project management communications and project tracking
- Phase-specific budget tracking and invoice preparation

**Timeline:** Ongoing, will be completed by end of November 2022

### **Task 2.2 – Campaign Issue Selection and Strategy Workshop**

As described in their Project Approach, MIG will leverage the findings from Phase 1 research and approved Communications Strategy to inform the selection of one traffic safety issue, specific behavior change or communications objective as the focal point of San José Vision Zero’s first branded campaign. For example, the City may want to focus on speeding and getting drivers to drive slower, or safer turning behaviors, or perhaps decide to steer this initial campaign effort toward increasing awareness of traffic deaths and Vision Zero’s overarching mission. Collaboration opportunities with the City’s Vision Zero traffic engineering and law enforcement teams should contribute to the selection of this campaign focus. The primary goal of the Campaign Issue Selection and Strategy Workshop is to gather the San José Vision Zero team to make this decision.

For this session, MIG will prepare an agenda and relevant Vision Zero program summaries and Dashboard Data provided by the City, findings from the Quantitative Baseline (Task 1.3) and if applicable, Crash Profiles (Optional Task 1.5), and facilitate group discussion, consensus-building and decision making to determine a campaign focus. With the remaining time, MIG will work with the group to define campaign-specific objectives, identify campaign audiences and discuss possible causes, motivations and barriers to behavior change. If time permits, exploration of potential key messages and distribution tactics may be included.

#### **Deliverables:**

- Workshop agenda and any relevant workshop presentations and materials
- Session facilitation and consensus building
- Workshop summary memo

**Timeline:** 2 months, will be completed by end of May 2022

### **Task 2.3 – Market Research, Qualitative Focus Groups**

With the campaign focus selected after the workshop (Task 2.2), the MIG Team, in partnership with EMC Research, will conduct qualitative market research through focus groups—offering an opportunity to probe participants’ understanding and attitudes of the selected issue, as well as test reactions to preliminary campaign concepts and messaging.

EMC proposes four (4) focus groups—two (2) conducted in English, one (1) conducted in Spanish and one (1) conducted in Vietnamese. The composition of focus groups can be targeted in a number of ways that might be relevant and allow for quality discussion, including by residence area, driving habits or frequency, age, ethnicity, or other demographic or behavioral variables. EMC will work with MIG and the City to present a specific recommendation on how to divide the groups once they begin discussions on goals for the groups and potential content. Based on desired focus group segmentation, EMC will draft and finalize participant screener to recruit ten to twelve (10-12) participants for each group—a maximum of 10 will participate. All groups will be moderated by a professional focus group moderator, using a discussion guide developed in collaboration with the City and consultant team. For any groups conducted in a language other than English, EMC will arrange for a fluent moderator and a bilingual interpreter who will translate the group in real time for observers who wish to listen to the group in English.

Focus groups have been budgeted to be conducted in-person in a professional focus group facility in a centralized location convenient for participants. However, if needed, due to COVID-19 safety precautions and/or restrictions, focus groups can be conducted remotely through a digital format over Zoom.

#### **Deliverables:**

- Manage and approve focus group plan, e.g., dates, segmentation of groups
- Draft, finalize and approve participant screener in English, translate into Spanish and Vietnamese
- Draft, finalize and approve focus group discussion guide in English, translate into Spanish and Vietnamese
- Recruit English-, Spanish- and Vietnamese-speaking participants
- Provide focus group facilities, participant honorariums and refreshments
- Moderate four (4) focus groups: two (2) in English, one (1) in Spanish, and one (1) in Vietnamese
- Provide video recordings of focus groups sessions

- Gather and analyze data
- Provide final report with findings and recommendations

**Timeline:** 4 months, will be completed by end of August 2022

#### **Task 2.4 – Focus Group Campaign Testing Materials**

Based upon MIG’s initial understanding of the selected issue, MIG will develop a set of campaign key messages and campaign visuals to test among focus group participants. Focus group creative testing offers the City an opportunity to learn how San José residents talk about and understand this specific traffic safety issue, as well as how they interpret preliminary campaign messaging and visuals.

Specifically, MIG will develop three to five (3-5) preliminary campaign messages that will be presented as text (not designed), as well as three to five (3-5) preliminary campaign visuals in a poster format for participant comment, discussion and feedback. Each of these creative assets will be translated and typeset in Spanish and Vietnamese for in-language focus groups.

#### **Deliverables:**

- Three to five (3-5) preliminary campaign messages (text) in English, Spanish and Vietnamese for focus group testing
- Three to five (3-5) preliminary campaign visuals (poster) in English, Spanish and Vietnamese for focus group testing

**Timeline:** 2 months, will be completed by end of June 2022

#### **Task 2.5 – Campaign Strategy Brief**

Referencing the discussion and input gathered from the Campaign Issue Selection and Strategy Workshop (Task 2.2) and subsequent learnings from the qualitative focus groups (Task 2.3), MIG will formally establish the strategy for the City’s first branded Vision Zero campaign and formalize its recommendations in a campaign creative brief.

The creative brief will include campaign rationale and goals, target audiences, descriptions of campaign content and key messages, suggested tone/voice, media mix and touchpoints, and campaign audience targeting strategies.

#### **Deliverables:**

- Draft Campaign Strategy Brief for City review
- Final Campaign Strategy Brief

**Timeline:** 2 months, will be completed by end of September 2022

## **Task 2.6 – Campaign Concept Development and Design**

Based on the strategy defined in the previous task (Task 2.5), MIG will begin translating the campaign strategy into creative concepts that reflect and apply the established strategy. In this phase, MIG will develop concepts through copy and visuals to bring the first branded Vision Zero campaign to life.

To establish one overall look and feel for this campaign, MIG will present three to five (3-5) concepts for City feedback and input—these may include ones that tested favorably in the focus groups. Each concept will be presented to the City applied to three representative campaign touchpoints—a bus queen (horizontal), a transit shelter poster (vertical) and key frames of an animated gif ad (300x250 pixels). Two (2) rounds of refinement are included in this task.

After the presentation of the initial concepts, the City will select one concept direction for refinement. After the revised concept is presented, the City will have the opportunity to share additional feedback for a (second and) final revision. (Any additional rounds of refinement beyond the defined limit will prompt an MIG request for funding to cover all time and materials associated with the overage.)

The visual concept, style and direction developed here will be applied across all campaign touchpoints scoped in Phase 3.

After the campaign concept has been finalized, MIG will share it with its multicultural consultant, ION Translations, to review for any issues they foresee in translating the concept into Spanish and Vietnamese. Depending on the feedback given, MIG will propose adjustments for the City to consider before approving the concept.

### **Deliverables:**

- Three to five (3-5) campaign concepts, presented on three representative campaign touchpoints for the City to choose one (1)
- Two (2) rounds of refinement of selected campaign concept
- Multicultural review of finalized concept for viability in Spanish and Vietnamese languages, one round of refinement, as needed

**Timeline:** 2 months, will be completed by end of October 2022

## **Phase 3 – Campaign Production and Distribution**

**Phase Objective:** Build out and bring to life the campaign strategy and City-approved creative concept in Phase 2. Establish key campaign touchpoints and channels through media strategy and coordination, graphic design and production, as well as plan and deploy campaign-centered community outreach.

### **Task 3.1 – Project Management**

See Task 1.1 description.

**Deliverables:**

- Weekly project management conference calls
- Ongoing project management communications and project tracking
- Phase-specific budget tracking and invoice preparation

**Timeline:** Ongoing, will be completed by end of June 2023

**Task 3.2 – Campaign Landing Pages (3 languages)**

MIG will develop content and design for a campaign landing page that will serve as the source and “home base” for this campaign. The landing page will be initially developed in English, then translated and produced in Spanish and Vietnamese. MIG will coordinate file transfers, hosting and programming necessary to go-live on the City’s website.

**Deliverables:**

- Campaign landing page content and copywriting (English)
- Campaign landing page design and production (English)
- Campaign landing page Spanish and Vietnamese translations
- Campaign landing page production (Spanish and Vietnamese versions)
- Campaign landing page technical coordination with City IT Team
- Campaign landing page programming according to site platform specifications

**Timeline:** 3 months, will be completed by end of December 2022

**Task 3.3 – Campaign Earned Media Strategy Recommendations**

While communications campaigns often lean on paid media for impressions and reach, earned media placements—e.g., an article or op-ed in a news publication or post on a reputable blog—can have broad-reaching impact, setting a tone for traffic safety issues and the public’s understanding of how the City is engaged and active. Earned media offers the City the opportunity to start and influence public discourse, rather than react to it.

MIG will provide earned media strategy recommendations for City-led execution. MIG will work with the San José Vision Zero team to understand and leverage previously successful earned media strategies and existing media contacts. This strategy document will be specific

to the selected campaign focus and include key earned media messages, a list of possible media pitching angles, select tactics with recommended implementation timelines, and suggested media outlets and contacts.

**Deliverables:**

- Draft Earned Media Strategy Recommendations document for City review
- Final Earned Media Strategy Recommendations document

**Timeline:** 1 month, will be completed by end of December 2022

**Task 3.4 – Campaign Paid Media Strategy and Planning**

Paid media strategy and buys are critical in getting this campaign out into the world—namely, the City of San José (and perhaps extending out to Santa Clara County). Based on the City’s campaign media budget—\$150,000 for media buys is proposed in Task 3.6—MIG will work with its media partners, Digital Mark Group and Zeba Media, to coordinate and negotiate with media vendors and provide associated digital targeting strategies, media plans and costs for City consideration, review and approval.

With approval, the MIG Team will work with media vendors to reserve space and make media placements for a proposed three-month campaign. Their media strategies target audiences where they live, work and play. Types of paid media may include billboards, transit shelters, outdoor posters, broadcast radio and streaming audio, newspaper, digital display, mobile interstitial, digital in-banner and pre-roll video, and paid social media ads.

We use new digital technologies to reach users of devices with highly-specified attributes in a cost-effective way—equipped with the ability to combine geo-fencing, behavioral targeting, demographic data and more—to distribute messages to audiences that are most desired and/or primed to respond.

MIG will include Spanish and Vietnamese language media opportunities, which may include strategic billboard placements, in-language radio and newspaper ads, and digital ads (e.g., display, streaming audio, pre-roll video) targeted to devices operating in Spanish or Vietnamese languages.

**Deliverables:**

- Draft campaign media plan, includes digital and out-of-home media for City review
- Final campaign media plan
- Upon City approval, media buy reservations and placements

**Timeline:** 2 months, will be completed by end of January 2023

### **Task 3.5 – Campaign Media Buys and Coordination**

This task includes the cost of all campaign media buys.

In addition, after production of all media buy assets is completed, MIG will prepare and deliver final campaign assets to their associated media vendors according to the deadlines provided for launch.

#### **Deliverables:**

- Media buys, includes digital and out-of-home media
- Artwork coordination and delivery to media vendors for associated buys

**Timeline:** 7 months, will be completed by end of June 2023

### **Task 3.6 – Campaign Out-of-Home Ad Production**

To provide a tangible physical presence in the City, MIG will write (short-form copy), design and produce out-of-home media advertising according to the finalized campaign concept (Task 2.6) and media buy commitments (Task 3.5). Out-of-home media may include billboards (physical and/or digital), transit shelters, and outdoor posters (small billboards).

If out-of-home media placements are available in multicultural neighborhoods, MIG will translate (through ION Translations) and produce in-language artwork in Spanish and/or Vietnamese.

#### **Deliverables:**

- Out-of-home artwork, according to production specifications that correspond to the campaign media buy commitments made in Task 3.5
- Translation and production of in-language assets, as applicable

**Timeline:** 1 month, will be completed by end of January 2023

### **Task 3.7 – Campaign Newspaper Ad Production**

Newspaper ads are also a media buy consideration for this San José Vision Zero campaign. They are known to be particularly effective in reaching older adults, as well as non-English speakers when placed in in-language publications. Ads will work to promote campaign

messaging established in the Campaign Strategy Brief and Concept (Tasks 2.5 and 2.6). Newspaper ads will include medium-length messaging as this touchpoint is more conducive to longer attention spans.

MIG will translate (through ION Translations) and produce in-language artwork in Spanish and Vietnamese for respective newspaper placements.

**Deliverables:**

- Newspaper ad artwork, according to production specifications that correspond to the campaign media buy commitments made in Task 3.5
- Translation and production of in-language assets, as applicable

**Timeline:** 1 month, will be completed by end of January 2023

**Task 3.8 – Campaign Radio Ads (3 languages)**

Radio, whether through traditional broadcast stations or streaming audio, are still an effective way to reach constituents—especially drivers. Radio ad scripts and recordings of varying lengths will be developed for campaign placements on broadcast stations and through streaming digital audio channels (e.g., music apps, podcasts). 30-second and 15-second recordings are anticipated. MIG will develop scripts for approval, secure voiceover talent and recording for final files. In-language translations (through ION Translations), voiceover talent and recordings (e.g., Spanish, Vietnamese) will be included according to radio ad placements on in-language broadcast stations or through digital streaming channels.

**Deliverables:**

- Radio ads, according to production specifications that correspond to the campaign media buy commitments made in Task 3.5
- Translation and recording of in-language radio ads, as applicable

**Timeline:** 3 months, will be completed by end of December 2022

**Task 3.9 – Campaign Digital Display Ad Production**

To execute upon the digital display media buy commitments made (Task 3.5), MIG will finalize design and produce the animated GIF ad concept approved in Task 2.6, Campaign Concept Development and Design. The messaging of these ads will align with the campaign focus and its messaging, and provide a direct link to the Campaign Landing Page produced in Task 3.2.



To increase digital display ad placement options, this single ad design will be produced in multiple orientations and sizes—up to six (6) different versions—per the specifications provided by the media vendor.

Based upon the original, in-language—Spanish and Vietnamese—digital display ads will also be produced. MIG will translate (through ION Translations) to produce in-language artwork for Spanish and Vietnamese digital display ads.

**Deliverables:**

- Digital display ads, according to production specifications that correspond to the campaign media buy commitments made in Task 3.5
- Translation of in-language digital GIF ads, as applicable

**Timeline:** 2 months, will be completed by end of March 2023

**Task 3.10 – Campaign Shareable Video Design and Production**

As data speeds have increased, so has the prevalence and consumption of rich media content. For San José Vision Zero, this is an opportunity to not only share messages, but to show messages. Providing short video narratives are very effective in demonstrating new behaviors and deepening viewers' understanding of a topic or issue.

MIG will develop a 30-second shareable video, followed by a shortened version that is 15 seconds long. These two are the most common lengths for digital distribution. Likely digital distribution channels include social media shareable content, digital display (e.g., autoplay on webpages) and digital pre-roll (e.g., on YouTube prior to requested video content). Content will center upon the campaign focus or issue selected in Phase 2.

The video development process for the initial 30-second video includes the following steps: 1) video script, 2) video storyboard featuring key frames, 3) rough cut and 4) final cut. Production will include costs for voiceover talent, and any music or sound effects. The City will review a draft at each stage and be given the opportunity to provide input and feedback for one (1) round of revisions. (Any additional rounds of refinement beyond the defined limit will prompt an MIG request for funding to cover all time and materials associated with the overage.)

Once the 30-second video has been approved by the City, MIG

will edit it down to produce a 15-second version for City review and feedback. MIG will provide one (1) round of revisions.

Similarly, once 30-second and 15-second videos (English) have been approved, MIG will procure Spanish and Vietnamese translations (through ION Translations) to produce the corresponding video lengths with in-language subtitles. In-language voiceovers will be considered if budget allows.

**Deliverables:**

- 30-second video script for content and copywriting (English)
- 30-second video storyboard featuring key frames (English)
- 30-second video rough cut (English)
- 30-second video final cut (English)
- 15-second video rough cut (English)
- 15-second video final cut (English)
- Spanish and Vietnamese translations for 30-second and 15-second video subtitles.

**Timeline:** 3 months, will be completed by end of February 2023

**Task 3.11 – Campaign Social Media Posts**

To capitalize on the stream of information and networked interaction on social media, MIG will create up to five (5) campaign-specific social media posts (English)—each with copy and an accompanying graphic, video or link—that can be published on platforms such as Facebook or Twitter. This post content can also be distributed by the City to Vision Zero stakeholders and collaborators to post to their feeds, leveraging their followers to spread the word.

MIG will also provide Spanish and Vietnamese translations or culturally-adapted posts corresponding to each of the five (5) English language posts.

**Deliverables:**

- Copy and one (1) accompanying image, video or link for up to five (5) social media posts
- Five (5) Spanish language campaign-specific social media posts
- Five (5) Vietnamese language campaign-specific social media posts
- Editing original post content for collaborator distribution

**Timeline:** 2 months, will be completed by end of January 2023

**Task 3.12 – Campaign Community Outreach Strategy and Plan**

While they expect earned and paid media tactics to increase awareness of the selected traffic safety issue (or campaign focus), they will additionally employ community outreach and engagement to provide an added layer of strategic communications—designed to appeal to

constituents more intently through direct contact, offering the opportunity for increased interaction, discourse and ability to commit to making San José streets safer.

MIG will prepare a community outreach strategy and plan that will describe the public outreach and engagement activities to be implemented in Task 3.13. MIG will work with the San José Vision Zero team to understand previously successful outreach and engagement strategies, as well as leverage existing community partnerships—e.g., Santa Clara County Office of Education, Walk San José, American Association of Retired Persons (AARP), Valley Transportation Authority (VTA)—and contacts with community-based organizations. Understanding that traffic deaths and crashes disproportionately effect communities of concern, the plan will include a focus on reaching and engaging traditionally underrepresented and disadvantaged communities, and include Spanish- and Vietnamese-speaking outreach ambassadors, as needed.

The Campaign Community Outreach Strategy and Plan will be specific to the selected campaign focus, identifying outreach objectives, including a proposed outreach and engagement strategy and plan with outreach activities, potential events and opportunities, digital and non-digital methods, a preliminary schedule, and performance goals and metrics. The plan will also include contact information for the City staff and public information officer(s) with communication protocols in the event more information is solicited by constituents or media during outreach. It's likely that updates and adjustments will be made to the plan periodically based upon scheduling and new learnings.

Due to the likelihood that outreach activities will be performed with COVID-19 precautions and/or restrictions in place, MIG anticipates emphasizing digital/online outreach methods and tools in this Campaign Community Outreach Strategy and Plan. MIG's Outreach Specialists have achieved great success engaging communities during the pandemic and will integrate best practices into these recommendations. For these strategies to be successful, the tools must be supported by a robust digital strategy with communications coming from the City and other partners identified in the strategy.

**Deliverables:**

- Draft Campaign Community Outreach Strategy and Plan for City review
- Final Campaign Community Outreach Strategy and Plan document

**Timeline:** 2 months, will be completed by end of November 2022

**Task 3.13 – Campaign Community Outreach Implementation**

Based on the City-approved Campaign Community Outreach Strategy and Plan (Task 3.12), MIG will provide outreach ambassador training and/or staff to implement the strategies and activities delineated to promote the campaign messages and calls-to-action formalized in the Campaign Strategy Brief (Task 2.5).

As public health directives restrict public in-person gatherings due to COVID-19, they expect a substantial number of outreach activities to be conducted online. However, with the optimism created by the increasing availability of the vaccine, they expect to conduct some socially-distanced outdoor activities conducted at strategic locations.

The activities will target participation by key audiences—for example, seniors, school-age children—representing a strategic array of road users. Along with pedestrians and bicyclists, drivers will need to receive information about the campaign to understand the behavior changes needed to make San José streets safer. Focused on engaging traditionally underrepresented and disadvantaged communities, MIG will collaborate with trusted local partners and include Spanish- and Vietnamese-speaking outreach ambassadors, as needed.

MIG expects to conduct a variety of outreach activities. While public safety and injury or loss of life is no laughing matter, they expect more people to be willing to engage if the message is lighter and tied to an activity or something that is visually appealing. They also know that it takes several interactions through various touchpoints for a person to internalize messaging and in-person activities offer another opportunity to appeal to constituents. The MIG Team will ensure outreach activities will be branded to represent and support the San José Vision Zero program more broadly. Similarly, MIG will produce outreach reports with the outreach performance metrics defined in Task 3.12 for each outreach event and activity.

While they will define campaign-specific outreach activities in the Outreach Strategy and Plan (Task 3.12), some initial engagement ideas include: inviting constituents to campaign-themed pop-up events and block parties, targeting drivers through a partnership with the DMV, appealing to young adults through a Vision Zero Youth Corps, drawing in Spanish-speaking audiences through a Vision Zero Loteria (a popular Mexican card game), capturing constituent attention and participation through Vision Zero walking and/or biking tours.

**Deliverables:**

- Execution of City-approved Campaign Community Outreach Strategy and Plan (Task 3.12)
- Outreach reports with defined performance metrics (Task 3.12) for each outreach event and activity

**Timeline:** 6 months, will be completed by end of May 2023

**Task 3.14 – Campaign Outreach Collateral Design and Production**

To equip San José Vision Zero Campaign Community Outreach staff with key campaign facts, messages and references for additional information to distribute to constituents, MIG will develop and design four (4) critical pieces of branded campaign collateral: 1) an outreach presentation, 2) newsletter content, 3) a campaign brochure (or flyer), and 4) an outreach palm card. Each of these pieces will be grounded in the campaign strategy, with style and messaging established in Tasks 2.5 and 2.6. They will be distributed through street team ambassadors

or community-based organizations at in-person or remote events, depending on timing and the impact of COVID-19 precautions and restrictions.

**Outreach Presentation** - Designed to be presented by San José Vision Zero outreach ambassadors at community events/meetings or shared with community-based organization leaders to present

to their constituents, this outreach presentation will be designed to provide an overview of the San José Vision Zero program at-large and an introduction to campaign issue-specific background, facts, learnings and calls-to-action. The presentation will be based on the content included on the Campaign Landing Page (Task 3.2), created in PowerPoint with universal fonts.

**Newsletter Content** - To leverage the networks of stakeholders and community-based organizations, MIG will package newsletter content—a 200-word article and select images—to share with these key contacts to publish in their publications or distribute through their e-blasts.

**Brochure and Outreach Palm Card** - To provide informational items for San José Vision Zero ambassadors to distribute at street team events, community meetings and/or leave as take-ones at community-based organizations, MIG will develop two (2) outreach collateral pieces—a brochure (or flyer) with more in-depth information, and a palm card highlighting basic issue knowledge and promoted desired behaviors. Palm cards can also be distributed by law enforcement—this can be especially effective if paired with issue-specific enforcement events. MIG will procure Spanish and Vietnamese translations (through ION Translations) to produce in-language versions of both the brochure and palm card.

A portion of this task can also be used for researching outreach giveaways and applying branding to selected items for production.

A printing budget of \$7,500 has been budgeted for this task for an initial print run of brochures, outreach palm cards and/or branded giveaways.

**Deliverables:**

- Outreach presentation content outline for City review and approval
- Outreach presentation design
- Newsletter content (200-word article and select images)
- Outreach brochure and palm card in English, Spanish and Vietnamese
- Includes \$7,500 for printing and production of brochure, palm card and/or branded giveaways

**Timeline:** 2 months, will be completed by end of February 2023

**Task 3.15 – Campaign Landing Page Accessibility Programming and Testing**

For the Campaign Landing Page developed in Task 3.2, MIG will provide WCAG 2.1, Level AA standard of accessibility. (Note: While MIG will be producing the campaign landing page in Spanish and Vietnamese, accessibility will focus on English language only.) This process includes:

**Design Mock-up Accessibility Evaluation** - As MIG's web designers develop a visual design mock-up of the campaign landing page, they will work with MIG's web development team on identifying any accessibility issues with the page design—e.g., color contrast, screenreader page flow, user interface/interactions. Through their long-standing relationship with the Center for Accessible Technology (CforAT), MIG's web team is highly adept at identifying accessibility issues at this stage. MIG's web team will conduct a formal review of the final design mock-up, annotating any accessibility issues that should be addressed before the web page goes into the programming/coding phase. MIG's web designers will address accessibility issues in a revised design mock-up before presenting the final campaign landing page design for City approval.

**Accessibility Coding and Multi-Platform Testing** - Once the design mock-up has been approved, MIG will apply WAI standard for web programming that makes dynamic web elements accessible (e.g., button states) as part of the coding for the complete page. Once this coding has been completed, MIG, in partnership with CforAT, will test the campaign landing page (English only) across nine different platform combinations. These are primarily combinations of screenreaders, browsers and operating systems—e.g., JAWS on Chrome (Windows), NVDA on Firefox (Windows), VoiceOver on Chrome (Mac)—and include mobile web testing as well. As results from the testing are returned, MIG's web team will update code to address and correct accessibility issues as identified.

This is the list of the nine different platform combinations that will be tested:

- JAWS/Chrome (Primary for Windows)
- JAWS/Edge (Secondary for Windows)
- NVDA/Firefox (Free Alternative for Windows)
- VoiceOver/Safari (Primary for Mac)
- VoiceOver/Chrome (Secondary for Mac)
- Keyboard and 200% Testing (PC/Chrome)
- Keyboard and 200% Testing (Mac/Safari)
- Mobile Web: iPhone/Safari/VoiceOver
- Mobile Web: Android/Chrome/Talkback

**Web Page Transfer and Final Accessibility Testing** - After the campaign landing page programming has been completed on MIG's development server, MIG will package and transfer the campaign landing pages to the City of San José's server for hosting (package and transfer is included as part of Task 3.2), final testing and go-live. Once transferred to a new server, issues can arise and the site may not

render or function as implemented on the development server. To identify and address any issues that surface from the transfer, MIG and CforAT will conduct another round of user testing to ensure full design and functionality, and that accessibility standards are executed across the nine platform combinations, as approved on the development server before site transfer.

**Deliverables:**

- Annotated Campaign Landing Page Design Mock-up
- Accessibility Programming and Multi-Platform Testing
- Final Accessibility Testing (after Landing Page transfer to hosting server)

**Timeline:** 2 months, will be completed by end of December 2022

**Phase 4 – Campaign Evaluation and Program Look-Back**

**Phase Objective:** Assess campaign reach and engagement through media performance metrics. Determine the campaign’s impact on constituent traffic safety attitudes, changes in behavior through quantitative market research tracking survey, and a look-back at the City’s Vision Zero program statistics and collision data.

**Task 4.1 – Project Management**

See Task 1.1 description.

**Deliverables:**

- Weekly project management conference calls
- Ongoing project management communications and project tracking
- Phase-specific budget tracking and invoice preparation

**Timeline:** Ongoing, will be completed by end of October 2023

**Task 4.2 – Campaign Media Performance Reporting**

After the campaign has launched, MIG will provide weekly performance updates on digital media buys—aggregated impressions and click-throughs on all digital ads, and top targeting strategies. These weekly updates will offer the opportunity to make adjustments to further optimize performance. (Note: Out-of-home media performance is typically measured through estimated impressions that remain unchanged through the campaign run. MIG will consult vendors and provide measurement updates, if applicable.)

Within a month of the end of the paid media campaign, MIG will provide a post-campaign performance report, totaling results from all the paid media buys. The report will include key findings, supporting metrics and recommendations for future San José Vision Zero campaigns.

**Deliverables:**

- Weekly digital ad performance updates via email, during the course of the media run (approximately 12 weeks)
- Final Campaign Media Performance Report

**Timeline:** 5 months, will be completed by end of July 2023

**Task 4.3 – Market Research, Quantitative Tracking**

After the campaign launch, the MIG Team, in partnership with EMC Research, recommends conducting a tracking survey, using the same methodology as the baseline survey (Task 1.3) —Address-Based Sampling (ABS)—of San José residents to capture post-campaign attitudes and behaviors. The methodology and much of the content established in the Phase 1 survey should be carried forward in the tracking survey to allow for accurate comparisons over time. EMC will compare post-campaign results to the baseline quantitative survey to measure impact of communications efforts and any changing perceptions among adult San José residents. For the tracking survey, they recommend a sample size of 500-600.

**Deliverables:**

- Draft survey questionnaire (approximately 15 minutes in length) for City review
- Final survey questionnaire in English with Spanish and Vietnamese translations
- Invitation postcard in English with Spanish and Vietnamese translations
- Implementation of ABS approach: representative sampling of San José residents through 500-600 survey responses
- Data analysis
- Topline findings presentation
- Final research report
- Note: This task excludes printing and mailing costs.

**Timeline:** 4 months, will be completed by end of September 2023

**Task 4.4 – Market Research, Quantitative Tracking, Printing and Mailing**



EMC Research, with MIG oversight, will manage and cover the printing and mailing costs associated with the implementation of the ABS research methodology described in Task 4.3.

**Deliverables:**

- Printing costs (e.g., postcards) associated with the implementation of ABS methodology for collecting 500-600 responses
- All mailing costs associated with the implementation of ABS methodology for collecting 500-600 responses

**Timeline:** 2 months, will be completed by end of August 2023

**Task 4.5 – Collision Data Review Memo**

In partnership with Fehr & Peers, the MIG Team will provide a Collision Data Review Memo. Using data from San José’s Vision Zero Dashboard, Fehr & Peers will prepare a high-level review of citywide collision trend changes over the two years of communications development. It should be noted that it is more than likely that the impact of the short three-month paid media campaign run and associated outreach activities will not contribute significantly measurable results so soon after implementation. However, observing these post-campaign and two-year development milestones, the MIG Team will take this opportunity to look back on key metrics of the Vision Zero program at large. Fehr & Peers will summarize key collision trend findings, recommended traffic safety issues to prioritize for subsequent campaigns, and provide program recommendations to the San José Vision Zero team in this memorandum.

In the event that San José Vision Zero Dashboard data is not available, Fehr & Peers will use its Collision Analysis tool for this review.

**Deliverables:**

- Collision Data Review Memo

**Timeline:** 2 months, will be completed by end of September 2023

**Task 4.6 – Campaign Summary Report**

To aggregate the findings and metrics from the evaluation tasks—Campaign Media Performance Reporting (Task 4.2), Quantitative Tracking (Task 4.3), and Collision Data Evaluation (Task 4.5)—and outreach activity reports, MIG will provide an executive-level summary of San José Vision Zero’s first branded, integrated multi-channel campaign, and include highlights from each of these references. This report will also include next-step Vision Zero communications recommendations for the City to consider.

**Deliverables:**

- Campaign Summary Report

**Timeline:** 2 months, will be completed by end of October 2023

**Phase 5 – Campaign #2 Strategy, Development and Distribution**

Based on the selection of a second specific traffic safety issue or campaign focus, MIG will work with the City to establish a campaign strategy and creative concept for a second San José Vision Zero-branded campaign. This phase may include any of the following tasks:

- Project Management
- Market Research
- Campaign Strategy Brief
- Campaign Concept Development and Design
- Campaign Landing Pages (3 languages)
- Campaign Earned Media Strategy Recommendations
- Campaign Paid Media Strategy and Planning
- Campaign Media Buys and Coordination
- Campaign Out-of-Home Ad Production
- Campaign Newspaper Ad Production
- Campaign Radio Ads
- Campaign Digital Display Ad Production
- Campaign Shareable Video Design and Production
- Campaign Social Media Posts
- Campaign Community Outreach Strategy and Plan
- Campaign Community Outreach Implementation
- Campaign Outreach Collateral Design and Production
- Campaign Media Performance Reporting
- Campaign Summary Memo

## EXHIBIT B: COMPENSATION

### Section 1 – Compensation Table

Part 1 – Compensation for Basic Services						
Column 1	Column 2		Column 3			Column 4
Phase No.	Basis of Compensation		Invoice Period			Compensation
1	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$183,500
2	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$116,500
3	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$382,300
4	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$118,500
5	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$190,900
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 accordance with Subsection 10.5 of this Agreement. The maximum amount of reimbursable expenses is:			\$
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:			\$

<b>Part 4 – Additional Services</b>		
<input checked="" type="checkbox"/> No money is budgeted for Additional Services, and the Director can not authorize any Additional Services.	<input type="checkbox"/> The Director may authorize the Consultant to perform Additional Services up to the following maximum amount:	
<b>Maximum Total Compensation</b> (sum of Parts 1 through 4):		<b>\$991,700</b>

**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

<b>PHASE 1: Strategic Communications Platform</b>		<b>TOTAL</b>
<b>1.1</b>	<b>Project Management</b>	<b>\$15,000</b>
1.1.1	Project Months 1-2, Upon Completion of Month 2	\$5,000
1.1.2	Project Months 3-4, Upon Completion of Month 4	\$5,000
1.1.3	Project Months 5-6, Upon Completion of Month 6	\$5,000
<b>1.2</b>	<b>Project Kickoff Meeting</b>	<b>\$7,500</b>
<b>1.3</b>	<b>Market Research, Quantitative Baseline</b>	<b>\$78,500</b>
1.3.1	Upon Delivery of Survey Questionnaire Draft	\$21,000
1.3.2	Upon Approval of Survey Questionnaire	\$18,250
1.3.3	Upon Delivery of Topline Results	\$18,250
1.3.4	Upon Delivery of Research Report	\$21,000

<b>1.4</b>	<b>Market Research, Quantitative Baseline, Printing and Mailing</b>	<b>\$20,000</b>
1.4.1	Upon Delivery of Invitation Postcard Draft	\$10,000
1.4.2	Upon Approval of Final Postcard Design	\$10,000
<b>1.5</b>	<b>Crash Profiles</b>	<b>\$20,000</b>
1.5.1	Upon Completion of Data Collection and Delivery of Initial Crash Profiles	\$5,000
1.5.2	Upon Delivery of Draft Crash Profiles	\$10,000
1.5.3	Upon Delivery of Final Crash Profiles	\$5,000
<b>1.6</b>	<b>Communications Strategy</b>	<b>\$24,000</b>
1.6.1	Upon Delivery of Content Outline	\$6,000
1.6.2	Upon Delivery of Draft Communications Strategy	\$11,000
1.6.3	Upon Delivery of Final Communications Strategy	\$7,000
<b>1.7</b>	<b>Brand Development - Brand Identity and Templates</b>	<b>\$10,000</b>
1.7.1	Upon Delivery of First-round Logo Options	\$5,000
1.7.2	Upon Delivery of Final Logo Files	\$2,000
1.7.3	Upon Delivery of Branded Templates	\$3,000
<b>1.8</b>	<b>Brand Development - Brand Style Guide</b>	<b>\$8,500</b>
1.8.1	Upon Delivery of Draft Brand Style Guide	\$6,000
1.8.2	Upon Delivery of Final Brand Style Guide	\$2,500
		<b>\$183,500</b>

<b>PHASE 2: Campaign Strategy Development</b>		<b>TOTAL</b>
<b>2.1</b>	<b>Project Management</b>	<b>\$15,000</b>
2.1.1	Project Months 7-8, Upon Completion of Month 8	\$5,000
2.1.2	Project Months 9-10, Upon Completion of Month 10	\$5,000
2.1.3	Project Months 11-12, Upon Completion of Month 12	\$5,000
<b>2.2</b>	<b>Campaign Issue Selection and Strategy Workshop</b>	<b>\$17,000</b>
<b>2.3</b>	<b>Market Research, Qualitative Focus Groups</b>	<b>\$57,000</b>
2.3.1	Upon Approval of English Participant Screener	\$18,666
2.3.2	Upon Approval of English Focus Group Discussion Guide	\$18,666
2.3.3	Upon Delivery of Focus Group Report	\$19,668
<b>2.4</b>	<b>Focus Group Campaign Testing Materials</b>	<b>\$8,500</b>
<b>2.5</b>	<b>Campaign Strategy Brief</b>	<b>\$6,500</b>
<b>2.6</b>	<b>Campaign Concept Development and Design</b>	<b>\$12,500</b>
2.6.1	Upon Delivery of First-round Campaign Concepts	\$6,000
2.6.2	Upon Delivery of Final Campaign Concept	\$3,000
2.6.3	Upon Delivery of Final Campaign Concept in Spanish and Vietnamese	\$3,500
		<b>\$116,500</b>

<b>PHASE 3: Campaign Production and Distribution</b>		<b>TOTAL</b>
<b>3.1</b>	<b>Project Management</b>	<b>\$15,000</b>
3.1.1	Project Months 13-14, Upon Completion of Month 14	\$5,000
3.1.2	Project Months 15-16, Upon Completion of Month 16	\$5,000
3.1.3	Project Months 17-18, Upon Completion of Month 18	\$5,000
<b>3.2</b>	<b>Campaign Landing Pages (3 languages)</b>	<b>\$13,600</b>
3.2.1	Upon Delivery of First-round Landing Page Concepts	\$3,000
3.2.2	Upon Delivery of Final Landing Page Concept and Content (English)	\$4,000
3.2.3	Upon Delivery of Final Landing Page Concept and Content (Spanish and Vietnamese)	\$4,600
3.2.4	Upon Delivery of Launch-Ready Files Delivered	\$2,000
<b>3.3</b>	<b>Campaign Earned Media Strategy Recommendations</b>	<b>\$8,500</b>
<b>3.4</b>	<b>Campaign Paid Media Strategy and Planning</b>	<b>\$8,500</b>
3.4.1	Upon Delivery of Draft Campaign Media Plan	\$3,000
3.4.2	Upon Delivery of Final Campaign Media Plan	\$5,500
<b>3.5</b>	<b>Campaign Media Buys and Coordination</b>	<b>\$157,500</b>
3.5.1	Upon Approval of Final Campaign Media Plan	\$150,000
3.5.2	Upon Delivery of Digital Campaign Assets to Vendor	\$2,500
3.5.3	Upon Delivery of OOH Campaign Assets to Vendor	\$5,000
<b>3.6</b>	<b>Campaign Out-of-Home Ad Production (3 languages)</b>	<b>\$9,300</b>

<b>3.7</b>	<b>Campaign Newspaper Ad Production (3 languages)</b>	<b>\$4,800</b>
<b>3.8</b>	<b>Campaign Radio Ads (3 languages)</b>	<b>\$15,600</b>
3.8.1	Upon Delivery of Radio Scripts (English)	\$4,600
3.8.2	Upon Delivery of Radio Scripts (Spanish and Vietnamese)	\$8,500
3.8.3	Upon Delivery of Final Radio Ads (English, Spanish, Vietnamese)	\$2,500
<b>3.9</b>	<b>Campaign Digital Display Ad Production (3 languages)</b>	<b>\$8,300</b>
<b>3.10</b>	<b>Campaign Shareable Video Design and Production</b>	<b>\$11,300</b>
3.10.1	Upon Delivery of 30-second Video Storyboard	\$3,000
3.10.2	Upon Delivery of 30-second and 15-second Final Cut Videos	\$5,300
3.10.3	Upon Delivery of 30-second and 15-second Videos with Subtitles (Spanish, Vietnamese)	\$3,000
<b>3.11</b>	<b>Campaign Social Media Posts</b>	<b>\$8,300</b>
<b>3.12</b>	<b>Campaign Community Outreach Strategy and Plan</b>	<b>\$14,000</b>
3.12.1	Upon Delivery of Draft Community Outreach Strategy and Plan	\$8,000
3.12.2	Upon Delivery of Final Community Outreach Strategy and Plan	\$6,000
<b>3.13</b>	<b>Campaign Community Outreach Implementation</b>	<b>\$77,000</b>
3.13.1	Upon Approval of Community Outreach Strategy and Plan	\$17,000
3.13.2	Upon Completion of 50% of Community Outreach Implementation	\$30,000
3.13.3	Upon Completion of Community Outreach Implementation	\$30,000
<b>3.14</b>	<b>Campaign Outreach Collateral Design and Production</b>	<b>\$21,500</b>
3.14.1	Upon Delivery of Outreach Presentation	\$4,500
3.14.2	Upon Delivery of Newsletter Article	\$3,000



3.14.3	Upon Delivery of Brochure and Outreach Palm Card	\$8,250
3.14.4	Upon Delivery of Printed Brochures and Outreach Palm Cards	\$5,750
<b>3.15</b>	<b>Campaign Landing Page Accessibility Programming and Testing</b>	<b>\$9,100</b>
3.15.1	Upon Delivery of Annotated Design Mock-up	\$800
3.15.2	Upon Completion of Multi-Platform Testing	\$5,400
3.15.3	Upon Completion of Final Accessibility Testing (from hosting server)	\$2,900
		<b>\$382,300</b>

<b>PHASE 4: Campaign Evaluation and Program Look-Back</b>		<b>TOTAL</b>
<b>4.1</b>	<b>Project Management</b>	<b>\$15,000</b>
4.1.1	Project Months 19-20, Upon Completion of Month 20	\$5,000
4.1.2	Project Months 21-22, Upon Completion of Month 22	\$5,000
4.1.3	Project Months 23-24, Upon Completion of Month 24	\$5,000
<b>4.2</b>	<b>Campaign Media Performance Reporting</b>	<b>\$7,500</b>
4.2.1	Upon Delivery of Weekly Digital Ad Performance Update #6 (of 12)	\$3,000
4.2.2	Upon Delivery of Final Campaign Media Performance Report	\$4,500
<b>4.3</b>	<b>Market Research, Quantitative Tracking</b>	<b>\$65,000</b>
4.3.1	Upon Delivery of Survey Questionnaire Draft	\$17,500
4.3.2	Upon Approval of Survey Questionnaire	\$15,000
4.3.3	Upon Delivery of Topline Results	\$15,000
4.3.4	Upon Delivery of Research Report	\$17,500
<b>4.4</b>	<b>Market Research, Quantitative Tracking, Printing and Mailing</b>	<b>\$15,000</b>
4.4.1	Upon Delivery of Invitation Postcard Draft	\$7,500
4.4.2	Upon Approval of Final Postcard Design	\$7,500
<b>4.5</b>	<b>Collision Data Review Memo</b>	<b>\$7,500</b>
<b>4.6</b>	<b>Campaign Summary Report</b>	<b>\$8,500</b>
		<b>\$118,500</b>

<b>PHASE 5: Campaign #2 Strategy, Development and Distribution</b>			
	<b>Project Implementation</b>		<b>TOTAL</b>
			<b>\$190,900</b>
			<b>\$190,900</b>

## EXHIBIT C: INSURANCE REQUIREMENTS

Consultant, at Consultant’s sole cost and expense, shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by the Consultant, its agents, representatives, employees or subcontractors or suppliers. The cost of such insurance shall be included in the Consultant’s bid.

### 1 Minimum Scope and Limit of Insurance

There shall be no endorsements reducing the scope of coverage required below unless approved by the City’s Risk Manager.

Type of Insurance	Minimum Limit
<p>1. Commercial General Liability</p> <p>The coverage provided by Insurance Services Office “occurrence” form CG 0001, including coverages for contractual liability, personal injury, broadform property damage, independent contractors, products and completed operations.</p>	<p>\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.</p>
<p>2. Automobile Liability</p> <p>The coverage provided by Insurance Services Office form number CA 0001. Coverage shall be included for all owned, non-owned and hired automobiles.</p>	<p>\$1,000,000 combined single limit per accident for bodily injury and property damage.</p>
<p>3. Workers’ Compensation and Employer Liability</p> <p>As required by the Labor Code of the State of California.</p>	<p>\$1,000,000 combined single limit per accident for bodily injury and property damage.</p>
<p>4. Professional Liability/ Errors and Omissions</p> <p>Including coverages for negligent acts, errors or omissions arising from professional services provided under this contract, with any deductible not to exceed \$25,000 each claim.</p>	<p>Not less than \$2,000,000 each claim and annual aggregate.</p>

### 2 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the City’s Risk Manager. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and contractors; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City’s Risk Manager.

### 3 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

#### 3.1. General Liability and Automobile Liability Coverages

The City, its officials, employees, and agents are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents.

The Consultant's insurance coverage shall be primary insurance as respects the City, its officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officials, employees, and agents shall be excess of the Consultant's insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or agents.

Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, and agents.

#### 3.2. Workers' Compensation and Employers Liability

Coverage shall be endorsed to state carrier waives its rights of subrogation against the City, its officials, and agents.

#### 3.3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided or canceled, except after thirty (30) days' prior written notice has been given to the City; except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium. Consultant shall give thirty (30) days' prior written to the City before materially changing or reducing the insurance coverage or limits.

### 4. Acceptability of Insurance

Insurance is to be placed with insurers acceptable to the City's Risk Manager.

### 5. Verification of Coverage

5.1. Consultant shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

5.2. Copies of all the required Endorsements shall be attached to the Certificate of Insurance which shall be provided by the Consultant's insurance company as evidence of the stipulated coverages.

- 5.3. Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov, or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

City of San José – Finance Department  
Risk & Insurance  
200 East Santa Clara St., 14th Floor  
San José, CA 95113-1905

## **6. Subcontractors**

Consultants shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

**EXHIBIT D: NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT**  
 (Non-Capital Projects)

<b>AGREEMENT TITLE and DATE:</b>	
<b>CONSULTANT Name and Address:</b>	Moore Iacofano Goltsman, Incorporated, a California corporation 2055 Junction Avenue, Suite 205 San José, CA 95131
<b>DATE OF OPTION:</b>	

*(date the notice is sent must be consistent with the time for exercise set forth in Agreement)*

Pursuant to Section 2 of the Agreement referenced above, the City of San José hereby exercises its option to extend the term under the following provisions:

<b>OPTION NO.</b>	
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**NEW OPTION TERM**

Begin date:	
End date:	

<b>MAXIMUM COMPENSATION for New Option Term:</b>	
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For the option term exercised by this Notice, City shall pay Consultant an amount not to exceed the amount set forth above for Consultant’s services and reimbursable expenses, if any. The undersigned signing on behalf of the City of San José hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

CITY OF SAN JOSE a municipal corporation  By _____ Name: Title:
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