

Master City of San José Consultant Agreement

(Non-Capital Projects)

This Master Agreement is between the City of San José, a municipal corporation (“City”), and K-I JV, a joint venture between Katz & Associates, Inc. a California corporation, and InterEthnica, Inc., a California corporation, a California Corporation (“Consultant”).

This Master Agreement is made and entered into this 5th day of January 2023 (“Contract Date”)

THE CITY AND CONSULTANT AGREE AS FOLLOWS:

1. AGREEMENT SCOPE

- 1.1 General:** The Consultant will provide professional consulting services to the City on an as-needed basis pursuant to individual service orders issued in accordance with the terms and conditions of this Master Agreement. The type of professional consulting services the Consultant will provide can be described generally as: community advisory committee assistance, public outreach and community engagement, meeting facilitation, communications, event planning, community needs assessment, and evaluation.
- 1.2 Exhibits:** This Master Agreement consists of this agreement form, all Approved Service Orders (defined in Subsection 3.2 below), and the following exhibits, which are incorporated herein by reference:
- Exhibit A:** Approved Service Order Form
 - Exhibit B:** Schedule of Rates and Charges
 - Exhibit C:** Insurance Requirements
 - Exhibit D:** Schedule of Specific Services
- 1.3 Director:** “Director” means the Director of the Office of Economic Development and Cultural Affairs 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 regular business with the public.
- 1.5 Entire Agreement:** This Master 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 Master Agreement may be modified only by a written amendment executed by the parties.

2. AGREEMENT TERM

The term of this Master Agreement is from the Contract Date to June 30, 2025, inclusive, unless terminated earlier pursuant to Section 19 below.

3. SERVICE ORDERS

- 3.1 General:** The Consultant will provide professional services to the City as set forth in **Exhibit D** and as further described pursuant to individual service orders. Each service order will describe the

services and deliverables (collectively “Work”) the Consultant must provide the time limit within which the Consultant must complete the Work and the compensation for the Work.

3.2 Approved Service Order: The City will not compensate the Consultant for any Work until the Director has executed the service order for such Work (“Approved Service Order”).

3.3 Obligation to Issue: The City has no obligation to issue any Approved Service Orders under this Master Agreement. The City may issue any number of Approved Service Orders provided that the sum of the maximum compensation of all Approved Service Orders cannot exceed the Maximum Total Compensation (defined in Subsection 10.1 below).

3.4 Preparation: Each Approved Service Order will be in substantially the form specified in **Exhibit A**. Subject to the terms and conditions of this Master Agreement, the Consultant and the City will negotiate the specific requirements of each Approved Service Order.

3.4.1 Director’s Request to Prepare Proposal: The Director will request the Consultant to prepare a written service order proposal. The Director will either request the Consultant to include a draft scope of Work in its proposal, or provide the Consultant with a draft scope of Work upon which the Consultant must base its proposal.

3.4.2 Meeting/Site Inspection: As part of the Director’s request for the Consultant to prepare a service order proposal, the Director may require the Consultant to meet to discuss the scope and location of the Work, the schedule of performance, and any other relevant details.

3.4.3 Consultant Proposal: The Consultant will prepare a written service order proposal in accordance with the Director’s request. The Consultant will provide the proposal in both paper and electronic form. The proposal must include, but is not limited to, the following:

- The proposed scope of Work;
- The name and assignment of each of Consultant’s professional employees who will be principally responsible for performing the Work;
- The names of any subconsultants the Consultant would use and the portion of Work they would perform;
- A time schedule and cost for providing the Work; and
- Any other information requested by the Director.

3.4.4 Final Service Order: Once the Consultant and the Director agree on the terms and conditions of the proposed service order, the City will prepare the final service order.

3.5 Incorporation of Terms and Conditions: Each Approved Service Order incorporates the terms and conditions of this Master Agreement, and becomes a part of this Master Agreement.

3.5.1 No Conflicts: An Approved Service Order must be consistent with, and cannot alter the terms and conditions of this Master Agreement.

3.5.2 Agreement Controls: The terms and conditions of this Master Agreement control over the terms and conditions contained in an Approved Service Order – even if the Approved Service Order expressly states that it is intended to control. Any conflicting terms and conditions in an Approved Service Order are invalid and unenforceable.

- 3.6 Performance:** Subject to Subsection 3.5 above, the Consultant must perform the Work in accordance with the specific requirements of the Approved Service Order. The Consultant must coordinate and cooperate with City staff, consultants and contractors in performing the Work, and must perform the Work to the Director's satisfaction.

4. INTENTIONALLY OMITTED

5. CITY'S CONTRACT MANAGER

Attachment B, which is the Terms and Conditions of each Approved Service Order, will identify the City's contract manager. The City can change its contract manager by providing the Consultant with written notice.

6. CONSULTANT'S STAFFING

- 6.1 Consultant's Contract Manager and Other Staffing:** Attachment B of each Approved Service Order will identify the following:

- The Consultant's contract manager, and
- The Consultant(s) and/or employee(s) of the Consultant *principally responsible* for providing the Work.

Attachment B will also indicate whether any of the identified persons are required to file a Statement of Economic Interests, Form 700 ("Form 700"), provided that the individual does not have a current Form 700 on file with the City Clerk for a separate agreement with the City. Anyone required to file a Form 700 must do so in accordance with the requirements of Subsection 17.2 below.

- 6.2 Contract Manager's Authority:** The Consultant's contract manager must be authorized to act on behalf of the Consultant for purposes of decisions regarding the Approved Service Order.
- 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 Attachment B of an Approved Service Order.

7. USE OF SUBCONSULTANTS

- 7.1 Authority to Use:** Attachment B of each Approved Service Order will state whether or not the Consultant can use subconsultants to provide any part of the Work. If Attachment B does not authorize the Consultant to use subconsultants, then the Director's prior written approval is required for the Consultant to use a subconsultant to perform any part of the Work.
- 7.2 Use of Subconsultants:** If Attachment B of an Approved Service Order authorizes the use of one or more subconsultants, then it will identify the name of each such subconsultant and the portion of Work each such subconsultant will perform. The Director's prior written consent is required for the Consultant to remove, replace or add to the subconsultants identified in Attachment B.
- 7.3 Subconsultant Work:** The Consultant warrants all services and deliverables provided by any subconsultant 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 does 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 Master Agreement and/or any Approved Service Order (collectively "Subcontractors"). Subject to the requirements of Section 7 above, the Consultant is solely responsible for selecting, managing and compensating its Subcontractors, and for ensuring they comply with this Master 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 will only perform Work for which it possesses all necessary training, licenses and permits. The Consultant represents that its performance of all such Work 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 Compensation:** There is a maximum compensation for this Agreement and a separate maximum compensation for each Approved Service Order.
- 10.1.1 Maximum Total Compensation – Agreement:** The maximum *total, aggregate* compensation the City will pay the Consultant for all professional fees, costs and expenses for all Approved Service Orders issued under this Master Agreement shall not exceed \$500,000 ("Maximum Total Compensation").
- 10.1.2 Maximum Compensation – Service Order:** The cover page of each Approved Service Order will specify the maximum amount payable to the Consultant for all professional fees, costs and expenses related to the Consultant providing the Work ("Maximum Service Order Compensation"). The Consultant shall complete all Work required by the Approved Service Order for no more than the Maximum Service Order Compensation.
- 10.2 Exhibit B – Schedule of Rates and Charges:** Exhibit B sets forth a schedule of the Consultant's rates and charges ("Schedule of Rates and Charges") that applies to any services provided in an Approved Task Order on a time and materials basis. The Schedule of Rates and Charges is subject to the following requirements:
- 10.2.1 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 the Consultant Premium Pay.
- 10.2.2 No Increases:** The City will not increase the Schedule of Rates and Charges during the Master Agreement term.
- 10.2.3 Conflict:** In the event of a discrepancy between this Section and the Schedule of Rates and Charges, this Section governs.
- 10.3 Compensation Table:** Attachment C of each Approved Service Order is a compensation table setting forth the manner in which the City will pay the Maximum Service Order Compensation

("Compensation Table"). Each Compensation Table is subject to the terms and conditions set forth below in Subsections 10.4 through 10.7.

10.4 Compensation Table – Part 1: Part 1 of the Compensation Table addresses compensation for the various tasks performed in accordance with the Approved Service Order. 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 Attachment A of the Approved Service Order. If a task number included in Attachment 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 (lump-sum) 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 10th 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 attached to this Master Agreement as **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 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 below 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 markup 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 contract 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 contract 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 expenses expressly identified as being reimbursable in the Schedule of Rates and Charges or in an Approved Service Order.	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 Work. 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 markup 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 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: For each Approved Service Order, 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 Intentionally Omitted.

10.8 Tax Forms Required: The following are conditions on the City's obligation to process any payment under the Master Agreement or any Approved Service Order:

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 services or deliverables provided pursuant to an Approved Service Order; 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 an Approved Service Order; or
- Any breach of this Master Agreement.

- 11.2 Limitation on Obligation:** The obligation in Subsection 11.1 above does 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 below 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 Master 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 Master Agreement.

12. INSURANCE REQUIREMENTS

- 12.1 General:** The Consultant shall comply with the insurance requirements set forth in **Exhibit C** for the Master 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 types of work product (including electronic equivalents) without restriction or limitation upon their use immediately when and as created by the Consultant or any other person engaged directly or indirectly by Consultant to perform Consultant's services pursuant to an Approved Service Order: reports, drawings, plans, specifications, data, software, models, 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 any Work.

- 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 by and between the Consultant and its Subcontractors that are needed to perform any Work.
- 14.4 Survival:** This Section 14 survives the expiration or earlier termination of this Master 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 Master 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 Master 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 Master Agreement if the compensation of the Maximum Total Compensation exceeds \$10,000.

16. NONDISCRIMINATION/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 above Subsection 16.1 in each subcontract that it enters into in furtherance of this Master 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 Master 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 Master Agreement. The Consultant has the obligation of determining if the manner in which it performs any part of this Master 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 Section 81000 et seq.), the Consultant shall cause each person performing services under this Master Agreement, and identified in Attachment B of an Approved Service Order 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 date the person begins performing services under the Approved Service Order and 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 Work in an Approved Service Order 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 when the Work in an Approved Service Order comprises 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 Work in an Approved Service Order might have on its ability to obtain contracts to perform future services.
- 17.4 Violations:** The Consultant's violation of Subsections 17.1 or 17.2 above is a material breach.

18. ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

- 18.1 General:** The Consultant shall perform its obligations under this Master 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/your-government/environment/business-school-resources/for-schools/environmentally-preferable-procurement>. Environmental procurement policies and activities related to the completion of any 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 Master Agreement and/or any Approved Service Order(s) 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 Master Agreement and/or any Approved Service Order(s) immediately upon written notice for any material breach by the Consultant. If the Director terminates the Master Agreement and/or any Approved Service Order(s) 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 Master Agreement and/or any Approved Service Order(s) – 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 Work satisfactorily rendered by the Consultant to the City up to the date of Consultant's receipt of the written notice of termination. For Work to be "satisfactorily rendered," the Director must determine that the Consultant provided the Work in accordance with the terms and conditions of this Master Agreement and/or any applicable Approved Service Order. The Director will determine the reasonable value of satisfactorily rendered Work based on the Schedule of Rates and Charges and the Compensation Table attached to the appropriate Approved Service Order.
- 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 Master 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 Business Days after deposit in the United States mail.
- 20.3 To Whom Given:** All notices and other communications between the parties regarding a specific Approved Service Order must be given to the individuals identified in the Approved Service Order. All notices and other communications between the parties regarding the Master Agreement must be given to the individuals identified below using the appropriate contact information for giving notice:

To the City: City of San José
Office of Economic Development and Cultural
Affairs Attn: John Castaneda
200 E Santa Clara St., 17th Floor
San Jose, CA 95113
john.castaneda@sanjosca.gov

To the Consultant: Katz & Associates, Inc.
Attn: Nicolas Townes
591 Camino De La Reina, Suite 407
San Diego, CA 92108
916.799.9037
ntownes@katzandassociates.com

- 20.4 Changing Contact Information:** Either party may change its contact information for receiving written notices and communications regarding the Master 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 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 Master 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 Master 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 Master 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 Master Agreement term.
- 21.7 Assignability:** Except to the extent this Master Agreement authorizes the Consultant to use Subcontractors, the Consultant shall not assign any part of this Master Agreement without the Director's prior written consent. The Director, at the Director's discretion, may terminate this Master Agreement if a violation of this provision occurs.
- 21.8 Governing Law:** California law governs the construction and enforcement of this Master Agreement.
- 21.9 Disputes:** Any litigation resulting from this Master Agreement will be filed in and resolved by a federal or state court in California.
- 21.10 Survival of Provisions:** If a court finds any part of this Master 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.

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Consultant: **K-I JV**
October 2022

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IN WITNESS WHEREOF, the City and Consultant have caused this Master 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 the Master Agreement unless the Consultant has initialed one of the provisions.**

SMK 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 Master 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 10.8 of this Master Agreement.

City of San José



Email: sarah.zarate@sanjoseca.gov
Date: 01/05/2023 GMT

Name: Sarah Zarate Date
Title: Director of the City Manager's Office

Consultant - K-I JV



Email: skatz@katzandassociates.com
Date: 12/18/2022 GMT

Sara M. Katz Date
Founder, 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: Attorney

Daniel Zazueta
Senior Deputy City Attorney III II



Email: daniel.zazueta@sanjoseca.gov
Date: 01/04/2023 GMT

[Sr.] Deputy City Attorney Date

Exhibit A
Master City of San José Consultant Agreement
Approved Service Order Form
(Non-Capital Projects)

Cover Page

-
- 1a.** Intentionally Omitted **1b.** AC Contract No.: [Insert AC No.]
- 2.** Approved Service Order No. [Insert Number]
- 3.** Consultant's Name: [Insert Consultant's Legal Name as it Appears on the Master Agreement]
-
- 4.** Project Name: [Insert Name of Project for which Consultant will provide services] ("Project")
- 5.** Project Location: [Insert the location of the Project, if applicable]
- 6.** The Consultant and the City will implement this Approved Service Order in accordance with the Master Agreement, this cover page and Attachments "A" (Tasks), "B" (Terms and Conditions), and "C" (Compensation Table), and Exhibit "D" (Schedule of Specific Services) which are incorporated herein by references.
-

- 7.** Budget/Fiscal:
- a. Current **unencumbered** amount in Master Agreement: \$
- b. **Maximum Service Order Compensation for this Approved Service Order:** \$
- c. New unencumbered balance in Master Agreement (7.a – 7.b): \$
- d. **Appropriation Certification:** I certify that an unexpended appropriation in the amount of the Maximum Service Order Compensation is available in the following fund(s) and that such fund(s) will be encumbered to pay for this Approved Service Order.
- | | | | |
|-------------|-------------|-----------|------------------|
| Fund: _____ | Appn: _____ | RC: _____ | Amount: \$ _____ |
| Fund: _____ | Appn: _____ | RC: _____ | Amount: \$ _____ |
| Fund: _____ | Appn: _____ | RC: _____ | Amount: \$ _____ |
- Authorized Signature:** _____ **Date:** _____
-

- 8. Division Analyst Approval:** _____ **Date:** _____
- 9. Consultant Approval:** _____ **Date:** _____
- 10. Approval as to Form (City Attorney):**
- Service Order Form Approved by the Office of the City Attorney
(Maximum Service Order Compensation is \$100,000 or less, and the provisions of the service order form are not altered.)
- Approved as to Form: _____ **Date:** _____
(Sr.) Deputy City Attorney
- 11. City Director Approval:** _____ **Date:** _____
-

Attachment A: Tasks

The Consultant shall provide the services and deliverables set forth in this **Attachment A**. The Consultant shall provide all services and deliverables required by this **Attachment A** to the satisfaction of the City's contract manager.

General Description of Project for which Consultant will Provide Services: [Insert a general project description to provide context for the tasks.]

Task No. 1: Community Advisory Committee Assistance

- A. Services:** Assist the City with planning, coordination, design, facilitation, and documentation of Community Advisory Committees.
- B. Deliverable:**
- Help develop frameworks and legal documents to establish new committees comprised of external
 - individuals such as representatives of community-based organizations
 - Help administer community advisory committees (prepare agendas and meeting minutes, facilitate meetings, etc.)
 - Coordinate with and involve stakeholders in the above tasks
- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:
- On or before the following date: _____.
- On or before ____ Business Days from _____.

Task No. 2: Public Outreach and Community Engagement

- A. Services:** Assist the City with planning, design, development implementation, controls, management, and documentation of public outreach and engagement frameworks and campaigns.
- B. Deliverable:**
- Develop strategies for sharing information and gathering feedback as part of a decision-making process
 - Complete stakeholder assessments and other analyses in support of strategy development
 - Develop and implement in-person and digital engagement methods
 - Assist the City with outreach and information sharing tasks
- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:
- On or before the following date: _____.
- On or before ____ Business Days from _____.

Task No. 3: Meeting Facilitation

- A. Services:** Assist the City in planning, design, implementation, and documentation of public meetings.
- B. Deliverable:**
- Design meeting structures and agendas
 - Use consensus building and mediation techniques
 - Facilitate meetings with the public and stakeholders, ranging from small to large group sizes
 - Take notes; prepare meeting summaries and report-back documentation
- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:
- On or before the following date: _____.
- On or before ____ Business Days from _____.

Task No. 4: Communications

- A. Services:** Assist the City in development of collateral materials, social media and branding campaigns, project webpages support, and translation/interpretation services.
- B. Deliverable:**
- Produce graphics
 - Develop and implement marketing, branding, and/or social media campaigns
 - Produce and maintain websites for the engagement process
 - Social media campaigns
 - Translate documents into Spanish, Vietnamese, and other languages as needed
- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:
- On or before the following date: _____.
- On or before ____ Business Days from _____.

Task No. 5: Event Planning

- A. Services:** Assist the City in planning, design, implementation, and documentation of events.
- B. Deliverable:**
- Identify and secure meeting venues
 - Plan and implement meeting logistics such as audio/visual, refreshments, accessibility, and vendor coordination
 - Coordinate with professional interpreters
 - Plan and implement virtual or hybrid meeting logistics
- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:
- On or before the following date: _____.
- On or before ____ Business Days from _____.

Task No. 6: Community Needs Assessment

A. Services: Assist the City with preparation, administration, and reporting of community needs assessments.

B. Deliverable:

- Prepare and administer surveys and/or prepare community/neighborhood needs assessments
- Collect and analyze quantitative and qualitative data
- Conduct associated outreach and engagement tasks
- Prepare documents and presentations that summarize the assessment process and findings

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

- On or before the following date: _____.
- On or before ____ Business Days from _____.

Task No. 7: Evaluation

A. Services: Assist the City with development, implementation, and reporting of evaluations.

B. Deliverable:

- Develop and track metrics for engagement process and outcomes
- Develop and conduct evaluations of the process periodically and/or at project completion

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

- On or before the following date: _____.
- On or before ____ Business Days from _____.

Attachment B: Terms and Conditions

1. **City's Contract Manager:** The City's contract manager for this Approved Service Order is:

Name:	Phone No.:
Department:	E-mail:
Address:	

2. **Consultant's Contract Manager and Other Staffing:** Identified below are the following: (a) the Consultant's contract manager for this Approved Service Order, and (b) the Consultant(s) and/or employee(s) of the Consultant who will be principally responsible for providing the services and deliverables. ***If an individual identified below does not have a current Form 700 on file with the City Clerk for a separate agreement with the City, and is required to file a Form 700, the Consultant must comply with the requirements of Subsection 17.2 of the Master Agreement, entitled "Filing Form 700."***

<u>Consultant's Contract Manager</u>		<u>Required to File Form 700?</u>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
Name:	Phone No.:			
Address:	E-mail:			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
1.				
2.				
3.				

3. **Subconsultants:** Whichever of the following is marked applies to this Approved Service Order:

- The Consultant can **not** use any subconsultants.
- The Consultant can use the following subconsultants to assist in providing the required services and deliverables:

<u>Subconsultant's Name</u>	<u>Area of Work</u>
1.	
2.	
3.	

4. **Reimbursable Expenses:** If the Compensation Table set forth in **Attachment C** of this Approved Service Order states that the City will reimburse the Consultant for expenses, then only the expenses identified in Subsection 10.5.3 of the Master Agreement are Reimbursable Expenses unless the following box is marked and additional reimbursable expenses are set forth:

- In addition to the expenses identified in Subsection 10.5.3 of the Master Agreement, the following expenses are Reimbursable Expenses:

<u>Additional Reimbursable Expense(s)</u>	<u>Mark-up</u>
1. _____	_____
2. _____	_____
3. _____	_____

Notwithstanding the foregoing, any additional reimbursable expense(s) set forth in the above table will be disregarded if the Compensation Table states that the City will *not* reimburse the Consultant for any expenses.

Attachment C: Compensation Table

The City will compensate the Consultant for providing the services and deliverables set forth in **Attachment A** in accordance this Compensation Table. This Compensation Table is subject to the terms and conditions set forth in the Master Agreement, including without limitation Section 10 of the Master Agreement.

Part 1 – Compensation for Services and Deliverables			
Column 1	Column 2	Column 3	Column 4
Task Nos. from Attachment A	Basis of Compensation	Invoice Period	Compensation
	<input type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$
	<input type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$
	<input type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$
	<input type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$
Part 2 – Reimbursable Expenses			
<input type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.		<input type="checkbox"/> Expenses are separately reimbursable in the maximum amount of:	\$
Part 3 – Subconsultant Costs			
<input type="checkbox"/> Subconsultant costs are <i>not</i> separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.		<input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of:	\$
Maximum Service Order Compensation (sum of Parts 1 through 3):			\$

Exhibit B: Schedule of Rates and Charges (Non-Capital Projects)

Katz and Associates, Inc. and InterEthnica, Inc. Joint Venture (K-I JV) Rate Sheet

JV PRIME RATES				
Firm	Name	Position/Classification	Education / Experience	Fully Burdened Hourly Labor Rate
K&A	Greg Parks	Principle-in-Charge / VP & CFO	B.A. / 20 years	\$240.52
K&A	Nicolas Townes, PMP	Sr. Project Manager / Senior Director	B.A. / 12 years	\$225.38
K&A	Jennifer Mayfield	Sr. Communication Manager / Sr. Account Executive	MPA / 25 years	\$203.08
K&A	Jennifer Zamora	Communication Manager / Account Executive II	Ph.D. / 10 years	\$197.53
K&A	Dan Carrigan	Communication Manager / Account Executive II	B.A. / 15 years	\$175.45
K&A	Derek Keeley	Sr. Communication Manager / Sr. Account Executive	B.A. / 5 years	\$166.16
K&A	Miriam Townes	Communication Manager / Account Executive I	B.A. / 5 years	\$155.40
K&A	Monica Gil dos Santos	Communication Manager / Account Executive I	B.A. / 2 years	\$120.20
K&A	Karlene Sanchez	Account Coordinator / Junior Account Executive	B.A. / 2 years	\$120.20
K&A	Matthew Bennet	Art & Creative Services Project Manager / Art Director	B.A. / 25 years	\$184.63
K&A	Sarah Seal	Graphic Design Manager / Graphic Designer	B.A. / 12 years	\$156.94
IE	Lisa Abboud	Principle-In-Charge / Principle	B.A. / 26 years	\$239.08
IE	Maria Barrios	Translator and Interpreter / Sr. Filipino Linguist	Ph.D. / 25 years	\$204.35
IE	Marina Kalina	Translator and Interpreter / Sr. Russian Linguist	Certified / 25 years	\$203.92
IE	Mona Abboud	Assistant Project Manager / Senior Director	B.A. / 10 years	\$197.82
IE	Siu Williams	Translator and Interpreter / Sr. Vietnamese Linguist	Certified / 15 years	\$186.63
IE	Ayali Molne	Translator and Interpreter / Sr. Spanish Linguist	B.A. / 5 years	\$186.63
IE	Monica Wong	Translator and Interpreter / Sr. Chinese Linguist	B.A. / 15 years	\$185.38
IE	Deborah Oh	Multicultural Consultation / Associate Principal	B.A. / 12 years	\$181.31
IE	Allison Mannos	Environmental Justice Strategist / Director	B.A. / 9 years	\$176.54
IE	Anke Gaksch	Graphic Design Manager / Sr. Graphic Designer	B.A. / 15 years	\$161.56
IE	Ayla Peters Paz	Outreach Manager / Senior Project Associate	B.A. / 5 years	\$147.05
IE	Mandy Yu	Outreach Manager / Senior Project Associate	M.Ed. / 6 years	\$140.58
IE	Ariana Silva	Outreach Manager / Senior Project Associate	B.A. / 6 years	\$128.84

JV SUBCONSULTANT RATES				
Firm	Name	Position/Classification	Education / Experience	Fully Burdened Hourly Labor Rate
BCOMM	Noelle Bonner	Principle / Principle	B.A. / 11 years	\$230.52

BCOMM	Suzanne Souva	Senior Account Manager / Senior Account Manager	B.A. / 7 years	\$191.25
BCOMM	Brianna Beesley	Account Manager / Account Manager	B.A. / 5 years	\$139.50
BCOMM	Brittany Shea	Jr. Account Manager / Jr. Account Manager	B.A. / 3 years	\$126.00
BCOMM	Olfred Kwan	Jr. Account Manager / Jr. Account Manager	Ph.D. / 10 years	\$121.50
SlowClap	Daniel Lichtenberg	Principle / CEO	M.F.A. / 15 years	\$150.00
SlowClap	Cassandra Jabola	Senior Producer / Senior Producer	B.A. / 14 years	\$130.00
SlowClap	Katy Bailes	Producer / Producer	B.A. / 12 years	\$130.00
SlowClap	Beijo Lee	Associate Producer / Associate Producer	B.A. / 6 years	\$85.00
SlowClap	Darissa Hicks	Production Coordinator / Production Coordinator	B.A. / 4 years	\$50.00
SlowClap	Keely Liles	Production Assistant / Production Assistant	B.A. / 4 years	\$45.00
SlowClap	Jose Alfaro	Cinematographer / Cinematographer	B.F.A. / 13 years	\$135.00
SlowClap	Jake Richard	Editor / Camera Operator and Editor	Certified / 7 years	\$100.00
SlowClap	Charles Berkowitz	Sr. Editor / Sr. Editor	M.F.A. / 14 years	\$120.00
SlowClap	Alexander Flores	Jr. Editor / Jr. Editor	B.A. / 5 years	\$88.00
Inke Design	Inke Noël	Lead Graphic Designer / Principle	B.A. / 20 years	\$175.00
Inke Design	Jens-Peter Jungclaussen	Design Strategist / Design Strategist	MBiol / 12 years	\$175.00
Inke Design	TBD	Graphic Manager / Project Manager	B.A. / 3-5 years	\$120.00
Inke Design	TBD	Graphic Designer / Graphic Designer	B.A. / 3-5 years	\$110.00
Margena Wade	Margena Wade-Green	Principle / DBE Principle	25 years	\$180.18
Margena Wade	Michelle Hutcherson	Sr. Outreach Liaison / Project Manager	8 years	\$126.44
Margena Wade	Nzuri Stafford	Outreach Liaison / Field Manager	6 years	\$126.44
Margena Wade	Zyin Verrett	Jr. Outreach Liaison / PIO Assistant	3 years	\$106.39
James Partners, Inc.	James Bryant	Principle / Principle	30 years	\$230.00
James Partners, Inc.	Liz Valdellon	Multicultural Outreach Lead / Multicultural Outreach Lead	20 years	\$120.00
James Partners, Inc.	Kenneth Washington	Multicultural Outreach Liaison / Multicultural Outreach Liaison	5 years	\$110.00
James Partners, Inc.	TBD	Multicultural Ambassadors / Multicultural Ambassadors	1 – 5 years	\$100.00
FivePaths	Eric Leland	Web Producer / Web Producer	B.A. / 16 years	\$170.00
FivePaths	Jason Slater	Web Architect / Web Architect	Ph.D. / 16 years	\$170.00
FivePaths	Francisco Cortez	Web Designer / Web Designer	B.A. / 12 years	\$160.00
FivePaths	Tyler Shuster	Web Engineer / Web Engineer	B.A. / 10 years	\$150.00

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 Consultant, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and

There shall be no endorsement reducing the scope of coverage required above unless approved by the CITY's Risk Manager.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial 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; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and

Any limits requirement may be met with any combination of primary and excess coverage so long as the excess coverage is written on a "follow form" or umbrella basis.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager.

D. Other Insurance Provisions

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

1. Commercial General Liability and Automobile Liability Coverages
 - a. The City of San Jose, its officers, employees and agents are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, Consultant; products and completed operations of Consultant; premises owned, leased or used by Consultant; and automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, and agents.
 - b. Consultant's insurance coverage shall be primary insurance as respects CITY, its officers, employees, and agents. Any insurance or self-insurance maintained by CITY, its officers, employees, or agents shall be excess of Consultant's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided CITY, its officers, employees, or agents.
 - d. Coverage shall state that 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.
 - e. Coverage shall contain a waiver of subrogation in favor of the City, its officers, employees, and agents.
2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the City of San Jose, its officers, employees, and agents.

3. Claims Made Coverages

If coverage is obtained on a "claims made" policy form, the retroactive date shall precede the date services were initiated with the City and the coverage shall be

maintained for a period of three (3) years after termination of services under this Agreement.

4. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

E. Acceptability of Insurers

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

F. Verification of Coverage

Consultant shall furnish CITY with certificates of insurance and endorsements affecting coverage required by this AGREEMENT. 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.

Proof of insurance shall be emailed in pdf format to: Riskmgmt@sanjoseca.gov:

Certificate Holder
City of San Jose - Finance
Risk Management & Insurance
200 East Santa Clara Street, 14th Floor Tower
San Jose, CA 95113-1905

G. Subcontractors

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

Exhibit D: Schedule of Specific Services

The Consultant shall provide the schedule of services set forth in this Exhibit. The Consultant shall provide all services required by this Exhibit to the satisfaction of the City's contract manager.

General Description of Project for which Consultant will Provide Services: Community advisory committee assistance, public outreach and community engagement, meeting facilitation, communications, event planning, community needs assessment, evaluation, and other tasks related to the involvement of stakeholders and the public in the City's decision-making processes.

Service No. 1: Community advisory committee assistance

Description: Developing a strong organizational foundation is key to the success in any community advisory committee. For years, the K/I JV firms have worked with community working groups and advisory committees on key projects in the water, environmental and transportation fields. Our services include developing meeting rules, staff presentation coordination, note taking, agenda coordination, digital meeting coordination, final report development, multilingual interpretation, and document organization and retention. Our experience working with local community-based organizations in marginalized communities guides us, while our determination to structure productive meetings motivates us.

Service No. 2: Public outreach and community engagement

Description: Our team brings a vast knowledge of public outreach and community engagement. Both firms are certified in International Association for Public Participation (IAP2) standards and utilize the IAP2 spectrum to design the appropriate strategic engagement plans and utilize the right involvement tools when assessing each project. This guarantees the expectation of each project are aligned with its stakeholders. Our team of subject matter experts are also familiar with state-of-the-art digital assets to utilize for comprehensive engagement. From virtual reality technologies to virtual open houses, our team has done it all. We have deep relationships with trusted preferred vendors that enable quick turnaround for digital engagement tools.

Our team is also proficient in using in-person and low-tech methods of communication and engagement for stakeholder groups more comfortable with more interpersonal forms of engagement. This includes a plethora of experience managing community meetings, grand opening events, workshops and working groups, consortia facilitation, print and radio ads, and much more. Every member of our team is humble enough to provide the boots-on-the-ground, door-to-door level of engagement when necessary to ensure no stakeholder is left behind in the engagement process.

K/I JV's experience working with almost every major public agency in the Bay Area also gives us unique insights in the public process and how to support City staff in a spirit of collaboration and flexibility. We offer our services and expertise at the leisure of our clients with what's best for the City, client, stakeholders, and projects in mind. We do not process the hubris to assume our technical knowledge makes us better than those we serve. This allows us to successfully supplement and support all City staff.

Service No. 3: Meeting facilitation

Description: Meeting the community face-to-face is paramount for building relationships of trust with community members in project areas. K/I JV approaches public meeting implementation with

decades of IAP2-based expertise in bringing people together at the right time and for the right reasons. In a region as diverse as Santa Clara County and City of San Jose, our team is aware there is no one-size-fits-all approach that will meet every community's specific needs. That is why our team designs with process equity in mind and uses a broad range of formats and techniques when designing public meetings, recommending and selecting the approach that best meets client objectives and is effective for the target audiences.

Depending on whether the intent is to inform, consult, involve or collaborate with a community, our team will consider and implement multiple strategies for bringing people together when appropriate, including the use of open forums such as open houses, workshops, public meetings, community and pop-up events, telephone town halls, briefings, and public hearings. Our team effectively manages all these types of meetings as critical opportunities to bring City staff and community members together when a two-way exchange of information, ideas and/or input is needed. Strategically advertised to attract desired involvement from underrepresented stakeholder groups, these meetings can be an effective way to inform communities regarding project impacts and objectives, while learning from the community what their concerns and preferences are. This builds trust and bridges between the project and its stakeholders.

Working in close collaboration with City staff, our team will handle soup-to-nuts logistics for all community meetings and events. This will include thoughtful venue selection, set-up, staffing, and meeting briefs. We also will create meeting presentations, take responsibility for material production and printing, and provide expert facilitation as needed.

Service No. 4: Communications

Description: With an internal team of graphic and multimedia designers, K/I JV can produce a wide range of visual communications. We have helpful intake tools and creative brief processes to help our clients determine the exact requirements for each design. This increases efficiencies by reducing the need for costly rework. Having managed the marketing, social media campaigns, and branding initiatives for both small and mega projects and clients, K/I JV can tailor its approach and tools to accommodate project budgets, priorities, and desired outcomes.

Our diverse team of practitioners all throughout the state constantly share and collaborate using internal communication tools that leverage the collective knowledge, lessons learned, and best practices of over 50 professionals. This will provide constant additional added value to the City and its projects.

With a broad bench of certified language specialists, K/I JV has the in-house capacity to translate numerous languages, including but not limited to Spanish, Vietnamese, Arabic, Chinese, Tagalog. K/I JV also has certified reviewers on staff and can typeset all translations to fit all collateral designs. With a track record of providing high-quality translations for broad facing campaigns, K/I JV has the necessary technical expertise to satisfy all translation requests made by the city. K/I JV also deploys innovative project management tools to create maximum transparency into the deliverable production process to keep our clients informed. This creates an easy interface for both quantitative and qualitative monitoring, controlling, and reporting.

Service No. 5: Event planning

Description: Our partnered firms have extensive experience planning, implementing, marketing, and hosting both large public-facing events and smaller more executive function events. From employee appreciation events to grand openings for multi-billion-dollar mega projects to community working groups, our team of experts consistently delivers successful events. Our team has the behind-the-scenes logistics execution capability as well as front-facing facilitation proficiency. This includes knowledge on how to identify, secure, set up, and manage cost-effective venues and a network of vendor connections to provide equipment, refreshments, pre- and post- striking services, and other coordination services. Our familiarity with ADA guidelines and other important guidelines, such as the Brown Act, will give City staff a turn-key option for event planning services.

During COVID, K/I JV has hosted numerous all virtual and hybrid events and meetings with tremendous success. This includes using engagement platforms and applications for live surveys, instant Q&A responses, graphical representations of key project details, and multicultural techniques to ensure inclusion and accessibility. Our in-house interpreters and translators will allow for flexibility and ensure the City's language needs are competently handled in cost-effective ways.

Our team has also been tasked with generating executive summaries and reports for events we have planned **and hosted**. Our use of data-driven analytics and reporting has enhanced our client's ability to inform their internal stakeholder and governing bodies of the success of each event. K/I JV is prepared to offer this service to the City if selected.

Service No. 6: Community needs assessment

Description: The K/I JV firmly believes that to know what the community needs, you must meet them where they are in the language that they speak. Whether that place is a community center or a mobile device, for decades our firms have worked to develop surveys that seek to gain insights from communities our clients serve.

We use our experience in communities and issue expertise to develop surveys with clients and organize teams of multilingual community ambassadors to administer them. We also work with clients to develop collateral materials that encourage participation. This collateral includes postcard mailers with QR codes, flyers, posters, online advertisements, bus cards, and social media posts.

Upon the conclusion of the survey period, our team will analyze the results in all the languages and provide them to clients, and then strategize on how best to communicate results, which can include a follow-up postcard, social media campaign and community stakeholder presentations.

Our collective community engagement team includes equity and cultural consultants who work from a place of passion and diligence, driven by our lived experiences facing inequities. We have cultivated a workplace where staff feel safe being their authentic selves, create space for growth, and provide opportunities for all levels of staff to share their ideas to update and constantly evolve our workplace goals. We understand how to hire diverse staff who in turn contribute to the design and development of equitable outreach and engagement strategies, ensuring that they are inclusive, culturally nuanced, and made accessible in multiple languages. As a result, our strategies empower communities, especially those who do not always or have never participated in the public process, to not only participate but participate well. We call this Equity in Action.

Service No. 7: Evaluation

Description: Even the seemingly best outreach and communication campaigns will be meaningless if there is no way to evaluate their true effectiveness. K/I JV works with our clients to develop systems that track progress and report on key metrics. This includes developing dashboards for digital and in-person outreach, utilizing project management software to ensure campaign cohesiveness, and coordinating meetings with clients to discuss project needs and task completion.

Every engagement plan we implement includes a robust monitoring and evaluating controls to ensure that problems and opportunities for improvement are proactively identified. This creates constant improvement in our service and delivery. This also ensures our clients have the necessary reports and data to make informed decisions related to the evaluation of our progress toward meeting their project objectives and goals. Transparency of deliverable status and progress is critical to the successful implementation of projects. K/I JV has a proven track record of delivering on even the most stringent evaluation requirements.