

**SERVICES AGREEMENT
FOR THE
THE COMMERCIAL ENHANCEMENT PROGRAM (CEP)
MARKETING PROJECT**

THIS AGREEMENT ("Agreement") by and between the Downtown San Diego Partnership Clean & Safe Program ("DSDP C&S") and Nuffer, Smith, Tucker Public Relations ("Contractor"), is made and entered into effective May 4, 2020 with reference to the facts set forth below.

RECITALS -

- A. Whereas DSDP C&S requires a service firm to develop a comprehensive web page and perform market research for the Commercial Enhancement Program ("CEP"). The Contractor has a background and experience in providing these services and will provide such services to DSDP C&S based on this background.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions herein contained and other good and valuable consideration, receipt of which is acknowledged, the parties hereto agree as set forth below:

1. **AGREEMENT PERIOD.** This Agreement shall commence on May 4, 2020 ("Commencement Date") and continue through completion of all project deliverables agreed on the service stated on the revised quote and proposal that was submitted by the Contractor on May 1, 2020. All assets to be completed and delivered to DSDP C&S by June 19, 2020. This Agreement shall terminate automatically on June 30, 2020.
2. **SCOPE OF SERVICES.** Contractor shall provide the following services:

Website Development and Marketing Research

Website Development

- Page Wireframes
 - Page will include the following elements:
 - Header video (provided by DSDP C&S)
 - Interactive map of Downtown commercial properties with the ability to add more
 - in-house in the future (CBRE technology to provide information)
 - Should include: Description of building, Office space square footage, price per square foot, how many offices

- are available, types of office spaces, number of vacancies
 - Goal is to have this map dynamic and auto updated from a database via an API
 - Downtown Innovation Center information and renderings
 - In late summer, the DSDP large conference room will be transformed into a new space using liquid galaxy technology that will be used to host commercial tours and showcase Downtown availability and office spaces
 - Metrics (provided by DSDP C&S)
 - Success stories (provided by DSDP C&S)
 - Downloadable toolkit (collateral provided by DSDP C&S)
- Website Designs
- Website Development
- One Hour Meeting – DSDP C&S Staff Training for Website Maintenance

Marketing Research

- Recommended research methodology and sample size to include both current and potential commercial tenants and brokers based on available budget
- Copy for research questions that could include:
 - Current commercial tenants:
 - What is the perception of the Downtown market as a place for business?
 - What do they think Downtown needs to be in the future for them to be successful?
 - Potential commercial tenants:
 - What is the perception of the Downtown market as a place for business?
 - What prevents audiences from considering the Downtown market as a location for their business or pitching the Downtown market as a location for their client's business?
 - What do they need to know or see Downtown be in the future to feel confident about recommending or choosing Downtown?
- Identification of contacts for interviews in collaboration with the Downtown Partnership
- Implementation of research
- Report of marketing research results and analysis
- Recommendations for incorporation of research findings into marketing planning

All assets to be completed and delivered to DSDP C&S by June 19, 2020

3. **DUTIES OF CONTRACTOR.** DSDP C&S hereby retains Contractor as an independent contractor to maintain and perform the services set forth in this Agreement beginning on the Commencement Date.

Contractor shall perform the following duties:

Website Development and Marketing Research

Phase 1 - Discovery and Planning (completed by 5/29/2020)

- Kickoff Meeting and Workshop
 - One one-to-two-hour workshop with key DSDP C&S members
- CreatetheFutureSD.com Site Audit and Site Map
 - Provide recommendations for overall site and assist with additional design and development needs
 - Create site map for CreatetheFutureSD.com detailing how new page will fit into overall site structure
- Content and Architecture Plans
 - Provide full content outline and SOW reflecting all information, details, photos, and functions of new web page and related content management system.
- Content Direction and Refinement
 - Work with DSDP C&S to ensure content meets the organization's goals, reaches target audiences, and achieves high SEO results.
 - DSDP C&S to draft content and Contractor to review and provide feedback
- Weekly Check-In Calls
 - Weekly, half-hour phone calls with DSDP C&S project manager continued until Contractor provides staff training
 - As needed during creation of marketing plan
 - Any other communication practices or guidelines as agreed upon by DSDP C&S and Contractor during Kickoff Meeting
- Project Management Tool
 - Utilize project management platform to manage projects, timelines, and workload
 - Grant DSDP C&S team access to project management tool

Phase 2 - Website Design (completed by 5/29/2020)

- Creative Brief
 - Develop creative brief outlining design needs, assets, key information discovered during planning and discovery.
 - Submit creative brief to DSDP C&S for approval
 - Utilize creative brief to create new web page wireframes and designs
- Wireframe and Design
 - Create two compelling design concepts for new page
 - Page to be designed with a user-centered approach and responsive theme that will deliver mobile-first, pleasing user experience across multiple platforms.
 - Design will be consistent over smartphones, tablets, and desktop browsers.

- Wireframe new web page with two rounds of revisions to selected design
- Ensure wireframe and page designs include all elements outlined as requirements:
 - Includes header video, interactive map of downtown commercial properties, Downtown Innovation Center renderings and opportunities, metrics, success stories, downloadable toolkit
- ADA Compliance
 - Check wireframe and design with a 508-accessibility compliance tool
 - Implement all commercially responsible efforts to resolve identified accessibility issues for new webpage design

Phase 3 - Website Design and Launch (completed by 6/19/2020)

- Wordpress Content Management System (CMS)
 - Build off existing Wordpress CMS to create fully customized page template to meet new web page specifications
 - Set up Wordpress back end to allow DSDP C&S to make updates easily and efficiently
- Interactive Downtown Commercial Properties Map
 - Build an interactive, mobile-friendly map utilizing Google Maps and integrating CBRE API
 - Map features to include the ability to search, key categories, and detailed descriptions of available spaces/buildings, photos and locations.
 - Other specifications should include square footage, price per square foot, number of available offices, type of office space, number of vacancies
 - Set up back end of map allowing DSDP C&S to efficiently and effectively update and maintain the map in-house.
 - Provide training to DSDP C&S staff on how to update and maintain map
- Downloadable Toolkit
 - Include a downloadable toolkit/resource area on new web page
 - Vet and recommend file types during planning and discovery
- Search Engine Optimization
 - Build web page using SEO best practices (as outlined in Exhibit A)
- Google Analytics
 - Integrate Google Analytics to track site visits and other user metrics
 - Add key site activities or events as agreed upon with DSDP C&S for tracking within Google Analytics prior to web page launch
 - Set up two custom events and create dashboard giving DSDP C&S the ability to track metrics in one easy-to-find and review area
 - Provide guidance on setting up monthly benchmarks and tracking ongoing success measures
- Development and User Training

- Program new web page on test server
 - Manage and coordinate user testing and reviewing of new web page
- Launch of Web Page
 - Coordinate launch of new web page following procedure outlined in proposal (see Exhibit A)
- ADA Compliance
 - Run web page through 508-accessibility compliance tool and make adjustments as needed
 - Implement all commercially reasonable efforts to resolve identified accessibility issues
 - Option to add ADA compliance insight for entire CreatetheFutureSD.com website at additional fee
- Web Hosting/Server
 - Tie new web page into CreatetheFutureSD.com existing hosting and server framework

Phase 4: Training and Documentation (completed by 6/17/2020)

- Training and Documentation
 - Provide one one-hour general training session to train key members of DSDP C&S staff on how to update and maintain the new web page
 - Provide administration guide document on how to update and maintain the new web page

Phase 5: Marketing Research (completed by 6/19/2020)

- Market Research
 - Conduct research to access perceptions of Downtown San Diego's commercial real estate marketing and business environment
 - Develop criteria and identify potential commercial tenants in conjunction with DSDP C&S
 - Create a discussion guide for interviews
 - Conduct eight to 10 on-on-one phone interviews in three target segments, totaling 24-30 interviews
 - Target segments include commercial real estate brokers, current commercial tenants, and potential commercial tenants.
 - Compile research findings and key takeaways into report and provide to DSDP C&S
 - Provide raw data from research including notes from phone interviews and any other materials as requested by DSDP C&S during planning and discovery
 - Apply findings to marketing implementation plan and use to inform relevant web page content and messaging updates

All assets to be completed and delivered to DSDP C&S by June 19, 2020

SEE EXHIBIT A FOR MORE DETAILS

3a. Requirements Relating to Employees. Contractor shall hire, employ, discharge control, and supervise all personnel and labor necessary for performance of the duties described in this Agreement. Contractor shall use its best efforts to exercise reasonable care to select qualified, competent, and trustworthy employees. All employees shall be employees of Contractor and not DSDP C&S. Contractor shall comply with all laws, ordinances, statutes, codes, and regulations including, without limitation, governmental anti-discrimination laws and the requirements of the American with Disabilities Act relating to employees and all requirements relating to employee tax, employee benefits, and other federal and state requirements. Contractor shall make whatever reports may be required by the state and federal governments relative to such taxes or deductions. All employees shall be covered under Contractor's Worker's Compensation insurance policy at Contractor's expense.

3b. Living Wage: The Contractor must comply with the City of San Diego Living Wage ordinance. If it is determined that the Contractor is not comply with living wage, any fees, costs or penalties associated with noncompliance will be paid for by Contractor. Contractor shall provide payroll reports for all employees working on under this Agreement showing compliance with Living Wage requirements. Confidential employee information may be redacted. The Contractor may visit the following links for specific requirements.
<http://www.sandiego.gov/purchasing/programs/livingwage/>.

3c. Prevailing Wage: Prevailing Wages. Pursuant to SDMC section 22.3019, construction, alteration, demolition, repair, and maintenance work performed under this Agreement is subject to State prevailing wage laws. For construction work performed under this Agreement cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Agreement cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to SDMC sections 22.4201 through 22.4245. Contractor must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate) and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

1. Compliance with Prevailing Wage Requirements. Pursuant to California Labor Code (Labor Code) sections 1720 through 1861, Contractor and its subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

- (a) Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on

request. Copies of the prevailing rate of per diem wages also may be found at

<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

- (b) The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

2. Penalties for Violations. Contractor and its subcontractors shall comply with Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

3. Payroll Records. Contractor and its subcontractors shall comply with Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

4. Apprentices. Contractor and its subcontractors shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment and wages of apprentices. Contractor shall be held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. Working Hours. Contractor and subcontractors shall comply with Labor Code sections 1810 through 1815 including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless

all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: Labor Code sections 1771, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. Contractor, in accordance with Labor Code section 3700, is required to secure the payment of compensation of its employees and by signing this Agreement, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this agreement."

8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. DSDP C&S will withhold payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the Equal Opportunity Contracting Department at 619-236-6000.

(c) Higher Wage Rate Applies. Contractor is required to pay the highest applicable wage rate where more than one wage rate applies.

3d. **Monitoring.** DSDP C&S shall have the right to monitor the performance by Contractor of all its obligations under this Agreement. Contractor shall cooperate with DSDP C&S in connection with such monitoring. All work performed and services provided may be monitored for compliance with the requirements of this Agreement on a daily or other basis by DSDP C&S staff. Prior to daily commencement of work under this Agreement, Contractor shall contact the DSDP C&S representative and notify him/her of the work to be performed, location of work and the expected commencement and completion time. DSDP C&S agrees to notify contractor within five (5) business days when the work completed does not comply with the standards as set forth in the scope of services. Contractor agrees to correct all deficiencies identified as part of the DSDP C&S monitoring program with 48 hours of notification. Contractor agrees that failure to correct identified deficiencies within 48 hours will result in non-payment for the deficient portion of the work.

3c. **Delivery of Services.** The Contractor agrees to perform the services described herein in a professional and effective manner. The type and nature of the services described herein may not be varied without prior written amendment to this Agreement, executed by both parties, and subject to negotiation. The services provided by the Contractor determined by the scope of work set forth in this Agreement and any additional services shall not be provided unless authorized in writing by DSDP C&S. In such situations, the Contractor shall respond to the request in a timely manner.

3f. **Records Review and Retention.** Contractor shall permit DSDP C&S or the City, at any time during normal business hours, to audit all invoices, materials, payrolls, records of personnel, and other data and media relating to all matters covered in this Agreement. Contractor shall maintain, at its regular place of business or at such other place as may be approved by DSDP C&S, all such data and records for a period of three (3) years following the termination of this Agreement.

4. **PAYMENT FOR SERVICES.** During the term of this Agreement, the DSDP C&S shall pay to Contractor the balance due on the CEP Marketing Project, Invoice #, reproduced below, per this invoicing/payment schedule:

4a. **Invoicing/Payment due Dates.** The Contractor shall invoice DSDP C&S on the following dates:

- Invoice #1; May 19, 2020: \$16,211.00
 - Invoice #2; June 19, 2020: \$16,211.00
- Total Paid: \$32,422.00**

Invoices shall be sent via email and first-class mail to DSDP C&S at 401 B Street, Suite 100 San Diego, CA 92101. The completion invoice shall specify the date of service and work completed. The Contractor's invoice shall be due and payable 60 days from the date of DSDP C&S's receipt of the invoice and satisfactory completion of work invoiced. Upon termination of this Agreement, payments under this paragraph shall cease, provided, however, that the Contractor shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Contractor has not yet been paid and work has been completed to the reasonable satisfaction of DSDP C&S.

4b. **Time Periods for Providing Service.** Contractor shall provide the services except for the following holidays:

Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Christmas Day
New Year's Day

5. **SUPERVISORS.**

5a. **DSDP C&S Supervisor.** The DSDP C&S shall appoint the overall program director. He/she shall be the point of contact between DSDP C&S and Contractor. The Contractor shall be liable if any work performed does not meet all specifications and requirements contained in this Agreement and is not completed to the reasonable satisfaction of DSDP C&S.

DSDP C&S Project Manager: Taylor Stahl, Membership & Events Manager
Email: tstahl@downtownsandiego.org Phone: 530-228-4991

5b. **Project Supervisor Appointed by Contractor.** Contractor shall appoint a supervisor who shall have primary responsibility for administering and ensuring compliance by Contractor of the obligations under this Agreement. The Project Supervisor is responsible for ensuring compliance with all the terms of this Agreement and keeping an open flow of information and communication between DSDP C&S and the Contractor.

Contractor Project Manager: Rebecca "Becky" Schmidt
Email: rlc@nstdp.com Phone: 616-633-6887 mobile

6. **EQUIPMENT SPECIFICATIONS.**

6a. **Obligation to Provide Equipment.** The Contractors shall supply all necessary equipment, supplies and vehicles to be used in performing the services specified in this Agreement. The Contractor shall maintain its vehicles and tools and store its equipment at its own location.

7. **ATTRIBUTES AND CONDUCT OF PERSONNEL.** Contractor's personnel shall conduct themselves in a professional and courteous manner at all times. They shall not use offensive language, perform their services under the influence of alcohol or illegal drugs, or engage in any form of illegal or other activities that would bring discredit to the DSDP C&S. All employees shall be clean, courteous, and neat in appearance. Employees must demonstrate the capability and willingness to communicate effectively with members of the public. At the sole discretion and request of the DSDP C&S, Contractor agrees to reassign any of its employees if their conduct is determined by the DSDP C&S to be detrimental to the best interests of the DSDP C&S.

7a. **Appearance:** A professional, well-groomed appearance is consistent with the DSDP C&S's image and ensures that DSDP C&Ss have a positive overall impression of the organization and Downtown San Diego.

8. **STANDARD OF PERFORMANCE/RIGHT TO INSPECTION.** The Contractor's performance shall at all times meet with the satisfaction of DSDP C&S staff. Services proposed shall be exactly as specified herein and shall be subject to inspection, review and testing by DSDP C&S. If services furnished are found to be incomplete, not completed as specified, or do not meet with the satisfaction of DSDP

C&S staff, staff may, at its option, reject them and require the Contractor to complete the service to their satisfaction.

9. **SAFETY, HEALTH & FIRE PROTECTION.** All services provided pursuant to this Agreement shall comply with OSHA standards and regulations and all applicable government laws and orders as outlined by any applicable governing agency. The safety of all persons employed by the Contractor in DSDP C&S's service area shall be the sole responsibility of the Contractor. The Contractor shall take all reasonable measures and precautions at all times to prevent injuries, to, or the death of any of its personnel assigned to DSDP C&S service areas. Such measures and precautions shall include, but not be limited to, all safeguards and warnings necessary concerning DSDP C&S's service area, which could be dangerous, and to prevent accidents of any kind. The Contractor shall comply with all DSDP C&S's safety rules and regulations when on DSDP C&S's premises.
10. **TERMINATION.** If not terminated sooner, this Agreement shall terminate automatically on June 30, 2020. DSDP C&S may, at any time, terminate this Agreement without cause upon thirty-day (30) notice to Contractor. Upon termination of this Agreement, Contractor's right to compensation shall immediately cease except for amounts payable hereunder prior to the date of termination. Upon termination or expiration of this Agreement, Contractor shall (a) forward to DSDP C&S any payments received following expiration of this Agreement (b) promptly deliver any documents and records relative to this provision of services provided hereunder to DSDP C&S (c) immediately surrender to DSDP C&S or its designee any other funds or property belonging to DSDP C&S. Upon termination of this Agreement, the independent contractor relationship created hereby shall immediately cease. Notwithstanding the foregoing, DSDP C&S may terminate this Agreement upon three-day (3) notice for Contractor's failure to comply with all of its obligations under this Agreement.
11. **INSURANCE REQUIREMENTS.** Prior to the Commencement Date, Contractor shall furnish DSDP C&S with a certificate(s) of insurance and the endorsements specified below, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. Contractor agrees to provide to The City of San Diego and their respective elected officials, officers, employees, agents and representatives the same protection as afforded to DSDP C&S.

(1) Commercial General Liability. Commercial General Liability (CGL) insurance written on a current version of the ISO Occurrence form CG 00 01 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all bodily injury, personal injury, advertising injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

(2) **Commercial Automobile Liability.** For all of Contractor's automobiles including owned, hired and non-owned automobiles, Contractor shall keep in full force and effect, automobile insurance written on a current version of the ISO form CA 00 01 or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. The insurance certificate shall reflect coverage for any automobile (any auto).

(3) **Workers' Compensation.** For all of Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employer's liability coverage, and Contractor shall provide an endorsement that the insurer waives the right of subrogation against DSDP C&S and the City of San Diego and their respective elected officials, officers, employees, agents, and representatives.

(A) **Deductibles.** All deductibles or retentions on any policy shall be the sole responsibility of Contractor and shall be disclosed to DSD Pat the time the evidence of insurance is provided.

(B) **Acceptability of Insurers.** Except for the State Compensation Insurance Fund, all insurance required by this Agreement, shall only be carried by insurance companies with a current rating of at least "A-, VI" by A.M. Best Company that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by DSDP C&S. DSDP C&S will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

(C) **Required Endorsements.** The following endorsements to the policies of insurance are required to be provided to DSDP C&S before any performance is initiated under this Agreement.

(1) **Commercial General Liability Insurance Endorsements.**

Additional Insured. To the fullest extent allowed by law, including but not limited to California Insurance Code section 11580.04, the policy or policies must be endorsed to include as an additional insured using current versions of ISO additional insured endorsements CG 20 10 and CG 20 37 (completed operations) or their equivalents, the DSDP C&S and the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by Contractor or on Contractor's behalf, (b) Contractor's products, (c) Contractor's work, including but

not limited to completed operations performed by Contractor or on Contractor's behalf, or (d) premises owned, leased, controlled or used by Contractor.

Primary and Non-contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of DSDP C&S and the City of San Diego, their elected officials, officers, employees, agents and representatives as respects operations of the Named Insured.

Severability of Interest. The policy or policies must be endorsed to provide that Contractor'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 and shall provide cross-liability coverage.

(2) Automobile Liability Insurance Endorsements

Additional Insured. To the fullest extent allowed by law, including but not limited to California Insurance Code section 11580.04, the policy or policies must be endorsed to include as an Insured DSDP C&S the City of San Diego and their respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor. DSDP C&S, and the City of San Diego are an additional named insured and insurer waives the right of subrogation against the DSDP C&S, and the City of San Diego and their respective elected officials, officers, employees, agents and representatives.

Primary and Non-contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Automobile Liability policy or policies is primary to any insurance or self-insurance of DSDP C&S and the City of San Diego, their elected officials, officers, employees, agents and representatives as respects operations of the Named Insured.

Severability of Interest. The policy or policies must be endorsed to provide that Contractor'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 and shall provide cross-liability coverage.

(3) Worker's Compensation Insurance Endorsements.

Waiver of Subrogation. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against DSDP C&S and the City, its elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for DSDP C&S and the City of San Diego.

(D) **Reservation of Rights.** DSDP C&S and the City of San Diego reserve the right, from time to time, to review Contractor's insurance coverage, limits, deductible, and self-insured retentions to determine if they are acceptable to DSDP C&S and the City of San Diego.

(E) **Additional Insurance.** Contractor may obtain additional insurance not required by this Agreement.

(F) **Excess Insurance.** All policies providing excess coverage to City of San Diego shall follow the form of the primary policy or policies including but not limited to all endorsements.

12. **RELATIONSHIP OF PARTIES.** It is understood by the parties that the Contractor, and its personnel and agents, are independent Contractors with respect to DSDP C&S, and not employees of DSDP C&S. The individuals used to perform such service, as DSDP C&S shall request, shall be personnel of the Contractor, an independent Contractor. The Contractor shall provide the tools of the trade for and shall have the sole management control over its personnel and agents.

13. **INDEMNITY AND HOLD HARMLESS.** All services in connection with this Agreement shall be at the risk of Contractor, exclusively. To the fullest extent allowed by law, Contractor shall indemnify, defend (with legal counsel reasonably satisfactory to DSDP C&S and hold harmless the Indemnitees (defined below) from and against any and all Claims (as defined below). Contractor's obligation to defend and indemnify shall be triggered by the assertion of a Claim against any Indemnitee and shall apply whether or not the Contractor or any of the Contractor parties was negligent or otherwise at fault and whether or not the Claim has any merit. However, Contractor shall not be obligated under this Agreement to indemnify any Indemnitee for any Claims arising from the sole negligence or willful misconduct of that Indemnitee. Contractor's obligation shall also include Claims based on duties, obligations, or liabilities imposed on the Indemnitees by statute, ordinance, regulation, or other law. The indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Contractor Parties under works' or workman's compensation acts, disability benefit acts or other employee benefit acts. For purposes of this Section, (a) a "Claim" is any claim, demand, obligation, cause of action, damage, loss, liability, mechanic's lien, cost or expense (including, without limitation, attorney's fees and costs and other litigation, mediation, or judicial reference expenses) whether based on tort, contract, or equitable principles, in any way rising from or in any way connected with the performance or nonperformance of this Agreement by Contractor's or its employees, agents, independent contractors, suppliers, subcontractors, officers, directors, shareholders, representatives, affiliates, successors or assigns (collectively, "Contractor Parties"), and (b) the "Indemnitees" are DSDP C&S and the City of San Diego, their members, managers, shareholder, and affiliates, and the officers, directors, insurers, representatives, agents, employees, successors and assigns of all such parties.

14. **WAIVER OF DEFAULT.** Any failure of the DSDP C&S at any time to enforce or require the strict keeping and performance by the Contractor of any of the terms and conditions of this Agreement shall not constitute a waiver by DSDP C&S of a breach of any such terms or conditions in any way of the right of DSDP C&S at any time to avail itself of such remedies as it may have for any such breach of terms and conditions.
15. **CONFIDENTIALITY AND OWNERSHIP OF WORK PRODUCT.** The Contractor recognizes that DSDP C&S has and shall have confidential information and proprietary information (collectively "Information"), which are valuable, special and unique assets of DSDP C&S. The Contractor shall not at any time or in any manner, either directly or indirectly, use any information for the Contractor's own benefit, or divulge, disclose, or communicate in any manner any information to any third party without the prior written consent of DSDP C&S. The Contractor shall protect the information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement. The confidentiality provision of this Agreement shall remain in full force and effect after the termination of this Agreement.
16. **PUBLIC RELATIONS/COMMUNICATIONS.** DSDP C&S retains the right to review and approve any and all communication materials produced by the Contractor or its agent that incorporate or mention DSDP C&S or CEP and/or infer a relationship with the DSDP C&S. The Contractor must provide copies of all materials, including but not limited to, press information, assets, data, newsletters, photos, etc., for approval prior to distribution and/or printing. In addition, a complete copy of a press distribution list must be provided by Contractor. The Contractor grants permission to appear in person or in voice, video or photographic presentation for radio, television, web or print media reports and/or media campaign resulting from participation with DSDP C&S. Contractor releases DSDP C&S from any and all claims arising out of such photographing, videotaping, recording, reproducing, publishing or exhibiting.
17. **EQUAL OPPORTUNITY EMPLOYMENT ENDORSEMENT.** The Contractor certifies that in the performance of its duties under this Agreement, there shall be no discrimination on account of race, religion, sex, age, national origin, or sexual orientation. The Contractor shall at all times comply with applicable federal, state, and local laws and regulation pertaining to fair employment practices, including, but not limited to, sexual harassment. Contractor acknowledges it has reviewed, received and will comply with all of the equal opportunity requirements in Section 12(c)(1) of the City of San Diego.
18. **LIST OF SUBCONTRACTORS OR SUPPLIERS.** If the Contractor intends to use subcontractors, the Contractor shall submit a list of subcontractors for approval by DSDP C&S. Any such lists shall show the names of each subcontractor or supplier, describe the portions of the work or product that each provides and provide a detailed description of qualifications. Contractor may not subcontract 50% or more

of the awarded Agreement work. Without the approval of DSDP C&S, the Contractor shall not substitute any subcontractor or supplier in place of the subcontractors designated in the list.

19. **COMPLIANCE AND ENFORCEMENT.** The Contractor is responsible for informing its subcontractor(s) and supplier(s) as to their respective obligations hereunder. It is further understood that for the purposes of indemnification to DSDP C&S for this Agreement, the Contractor shall assume all responsibility of any and all of its subcontractors and suppliers as if they were employees of the Contractor's organization.
20. **DOCUMENTS TO BE SUBMITTED.** The Contractor shall submit to DSDP C&S Certificate(s) of Insurance, and a copy of all current and relevant business licenses, permit and other appropriate licensing certificates. The Contractor shall submit to DSDP C&S new and current documentation as each expires.
21. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the U.S. mail certified receipt addressed as follows:

If for DSDP C&S:

Downtown San Diego Partnership Clean & Safe Program
401 B Street, Suite 100
San Diego, CA 92101
Telephone (619) 234- 8900
ATTN: Taylor Stahl
Membership & Events Manager
tstahl@downtownsandiego.org

If for Contractor:

Nuffer, Smith, Tucker Public Relations
4045 Third Ave., Ste 200
San Diego, CA 92103
Telephone (610) 296-0605 ext. 228
ATTN: Mary Correia-Moreno
Executive Vice President of Operations & Partner
mcm@nstpr.com

Either party may change such address from time to time by providing written notice to the other in the manner set forth above.

22. **ASSIGNMENT.** The Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without prior written consent of DSDP C&S, which consent may be withheld in DSDP C&S's sole, absolute and arbitrary discretion.

23. **EMPLOYEES AND SUBCONTRACTORS.** The provisions of this Agreement shall also bind the Contractor's personnel and subcontractors that perform services for DSDP C&S under this Agreement.
24. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreement between the parties.
25. **ATTORNEY FEES.** If the services of any attorney are required by either party to secure performance of this Agreement, or otherwise upon the breach or the default of either party, or if any judicial remedy is necessary to enforce or interpret any provision of this Agreement, including arbitration, the prevailing party shall be entitled to reasonable attorney's fees, costs, and other expenses, in addition to any other relief to which such party may be entitled.
26. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.
27. **SEVERABILITY.** If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision the Agreement would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The invalidity of such clause shall not otherwise affect the remaining provisions of the Agreement, which shall continue to be enforceable.
28. **ARBITRATION.** Any controversy or claim arising out of or relating to this Agreement, or the actual or alleged breach hereof, shall be settled by binding arbitration conducted in the County of San Diego in accordance with, and by an arbitrator appointed pursuant to, the Rules of the American Arbitration Association in effect at that time. Judgment upon an award rendered pursuant thereto may be entered in any court having jurisdiction.
29. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of California.
30. **NO THIRD-PARTY BENEFICIARY.** The services provided under this Agreement are solely for the benefit of DSDP C&S and neither this Agreement nor any services rendered hereunder shall be deemed to confer any rights on any other party as a third-party beneficiary.
31. **AGREEMENT EXTENSION.** At the sole discretion of DSDP C&S, this Agreement may be extended on a year to year basis; however, in no case shall the renewal extend beyond five years from the date of award of the original Agreement.

Service agreement Signature Page

DSDP C&S:

DSDP Clean and Safe Program

By: 

Date: 5/6/20

Name: Alonso Vivas

Title: Executive Director

CONTRACTOR:

Nuffer, Smith, Tucker Public Relations

By: 

Date: 5-4-2020

Name: Mary Correia-Moreno

Title: Executive Vice President of
Operations & Partner

IN WITNESS WHEREOF, this Agreement has been made and entered into as of the date first set forth above.

Exhibit A

PROJECT DELIVERABLES & RECOMMENDATIONS

NST will approach the web page and marketing research deliverables in a series of five phases outlined below, which also includes details on our process and recommendations to bring the web page and research perception study to life.

Phase One: Discovery and Planning

Kickoff Meeting and Workshop

NST proposes a one-to-two hour workshop with key members of the DSDP to thoroughly understand and review the shared goals of the new web page, perception study and marketing plan. This will include the technical specifications, content needs and general design needs for the new web page, as well as current and past marketing outreach strategies that have been successful in other types of DSDP outreach campaigns and reviewing the goals, objectives and next steps for the perception study. Learnings gleaned from the workshop discussion will become the basis of the website content, research interview discussion guide and marketing launch plans.

Create the FutureSD.com Site Audit and Site Map

Next is a comprehensive audit of Create the FutureSD.com to understand its current structure, functions and primary user pathways. NST will identify any assets or content that could migrate over to the new web page as well as identify any gaps that need to be filled. While web design and development work in this proposal is only for the new commercial real estate web page, NST will provide recommendations for the site overall and can assist you with additional design and development needs. Additionally, NST will create a site map for Create the FutureSD.com detailing how the new page and its content will fit into the overall Create the FutureSD.com site structure.

Content and Architecture Plans

Once the site map is finalized, NST will provide a full content outline, and statement of work reflecting all the information, details about the map, photos and functions of the new web page, and related content management system. NST will reconfirm the timeline for the website project at this point, and the budget may be amended based on final project specifications.

Content Direction and Refinement

NST will work with the DSDP team to ensure the content for the new website seamlessly meets the organization's goals, is easy to understand by the website's many target audiences and is SEO-friendly to achieve high search engine result locations for target keywords. Actual drafting of the content will be handled by DSDP and NST will review and provide feedback.

Weekly Check-In Calls

Throughout the web page development process, NST proposes holding weekly, half-hour calls with the DSDP project manager to provide status updates, get questions answered and receive feedback on deliverables. These calls/weekly calls would continue until NST provides the staff training. Check-in calls relating to the marketing plan and research perception study will happen as needed during May and June.

Project Management Tool

NST will utilize Asana, a project management platform, to manage the web page, research and marketing plan timelines and workload. Key members of the DSDP team will also have access to this tool.



Phase Two: Website Design

Creative Brief

NST will develop a creative brief outlining the design needs, assets and other key information discovered during planning and discovery. The new web page's wireframes and designs will be based off this creative brief and will begin once NST receives approval from DSDP.

Wireframe and Design

Design will take a user-centered approach. A responsive theme will deliver a mobile-first, pleasing user experience across multiple platforms, utilizing a clean, modern and user-centric design that is consistent over smartphones, tablets and desktop browsers and is aligned with the already established design of the rest of the CreateTheFutureSD.com website.

NST will wireframe the new web page and two rounds of revisions to the wireframes are included in our proposal. From the approved wireframe, NST will create two compelling design concepts for the new page, with one design concept chosen and two rounds of revisions included. Additional design work will be billed at an hourly rate of \$150. NST will ensure the wireframe and page designs include all elements outlined as requirements.

ADA Compliance

For ADA compliance, the web page's wireframe and design will be checked with a 508 accessibility compliance tool (SiteImprove or similar). All commercially reasonable efforts will be implemented to resolve any identified accessibility issues for the new web page's design only.

Phase Three: Website Development and Launch


WordPress Content Management System (CMS)

NST will build off the existing WordPress CMS and create a fully customized page template to meet the new web page's specifications. The WordPress backend for this page will be set up in a way to allow DSDP the ability to make updates to the page easily and efficiently with the page's content sections and elements placed into editable buckets.

During planning and discovery, NST will review the WordPress CMS already in place for the larger CreateTheFutureSD.com and the ability to add a custom page template within the already established WordPress CMS. If additional development work on the main WordPress CMS is requested, this will be billed at an hourly rate of \$150.

Interactive Downtown Commercial Properties Map

NST will build an interactive and mobile friendly map using Google Maps and integrating the CBRE API. Map features will include the ability to search, key categories, and detailed descriptions of available spaces/buildings, photos and locations. DSDP staff will have the ability to update and maintain the map in-house post launch. It is NST's assumption for this proposal that CBRE will provide the API feed to us and this proposal doesn't include budget for programming of the API feed.



Downloadable Toolkit

NST will include a downloadable toolkit or resources area on the new web page. It is anticipated these files could be a mix of PDFs, PowerPoint presentations, Excel files, images (.jpg, .jpeg, .png, .gif or .ico), audio (.mp3 or .wav), or video (.mp4, .mov or .wmv). Additional file types may be supported and NST will vet these during planning and discovery.

Search Engine Optimization

Not only will the web page look great for visitors, but it will also be attractive to search engines. The web page will be built using SEO best practices:

- SEO-friendly URLs
- SEO-friendly document structure
- Meta tags
- Opengraph (Facebook) support
- SEO-friendly markup
- Sitemap.xml support

NST will also utilize schema.org structured data (JSON-LD) for enhanced SEO, which allows search engines to more intelligently crawl the web page.

Google Analytics

NST will integrate Google Analytics to track the page's site visits and other user metrics. NST will coordinate with DSDP to add any key site activities or events for tracking within Google Analytics prior to the website's launch. This proposal includes budget to set up two custom events, as well as create a dashboard in Google Analytics pulling together tracking metrics into one easy-to-find and review area. NST will also provide guidance on how DSDP can set up benchmarks and track ongoing measures of success monthly.

Development and User Testing

NST will program the new web page on a test server. Once the page is far enough along in development, NST will work with DSDP to begin user testing and reviewing of the new web page.

Launch of Web Page

NST will coordinate the launch of the new page with DSDP. The launch process typically follows the following steps:

- The test/stage environment is approved for production launch.
- Any final content updates or configuration updates are performed on the test/stage environment.
- Functional tests are performed on the live environment to ensure everything is working.
- A security audit is performed to ensure access restrictions.
- Reports on Google Webmaster tools are checked on a weekly basis for the first 30 days, to ensure proper search engine indexing.

ADA Compliance

Just like during website design, NST will run the developed web page only through a 508 accessibility compliance tool (Siteimprove or similar) and make development adjustments as needed. All commercially reasonable efforts will be implemented to resolve any identified accessibility issues. Note: NST will not provide ADA Compliance Insight for the rest of the CreateTheFutureSD.com website as part of this proposal, but we are happy to discuss your interest in expanding scope to include the entire site.



Web Hosting/Server

NST will tie the new web page into CreateTheFutureSD.com's existing hosting and server framework. We recommend ensuring that the server offers regular back-ups and data security protections for the site. NST can provide additional details here if a new hosting and server option is desired.

Phase Four, Training and Documentation

One one-hour general training sessions will be provided to train key members of DSDP staff on how to update and maintain the new web page. Administration guide documentation will also be provided.

NST can scope out ongoing site maintenance, should this be of interest to DSDP.

Phase Five, Marketing Research

NST will work with DSDP to conduct research to assess perceptions of Downtown San Diego's commercial real estate market and business environment. NST will conduct eight to 10 one-on-one phone interviews in each of the three target segments: commercial real estate brokers, current commercial tenants and potential commercial tenants. NST will work with DSDP to develop criteria and identify candidates best suited for these interviews. NST will also create a discussion guide for the interviews.

Following the phone interviews, NST will compile the research findings and key takeaways into a report, as well as utilize these findings in the marketing implementation plan and to inform any relevant web page content and messaging updates.

BUDGET

Fees: \$32,315

Hard Costs: \$107 for Yoast SEO

(Note regarding Yoast SEO. We see the site is already using Yoast SEO but we aren't sure if you are using the pro version. We have included the hard cost since we recommend the pro version to help with enhanced SEO for the new web page.)

NST can provide a detailed budget breakdown upon request.

EXHIBIT B

DSOP TIMELINE

DELIVERABLE	MEETING DATE	START DATE	COMPLETION DATE
DISCOVERY/PLANNING (PHASE ONE)			
Agenda for Workshop/Kickoff Meeting		5/4/2020	5/4/2020
Kickoff Meeting/Workshop with DSDP	5/5/2020		
Site Audit and Site Map Updates		5/4/2020	5/13/2020
Content and Architecture Plans		5/6/2020	5/13/2020
Content Direction Guidelines		5/6/2020	5/13/2020
Content Creation by DSDP		5/14/2020	5/21/2020
Content Refinement Edits by NSI		5/22/2020	5/29/2020
WEBSITE DESIGN (PHASE ONE)			
Creative Brief		5/13/2020	5/15/2020
Web Page Wireframe and Revisions		5/18/2020	5/21/2020
Web Page Designs and Revisions		5/22/2020	5/29/2020
WEBSITE DEVELOPMENT AND LAUNCH (PHASE ONE)			
Web Page Development		6/1/2020	6/5/2020
Web Page User-Testing, Review by DSDP		6/8/2020	6/10/2020
Web Page Launch		6/11/2020	
Post Launch Support		6/12/2020	6/19/2020
TRAINING AND DOCUMENTATION (PHASE ONE)			
Create Administration Guide Documentation		6/12/2020	6/17/2020
DSOP Staff Training	6/18/2020		
MARKETING RESEARCH (PHASE ONE)			
Identify Interview Participants and Develop Discussion Guide		5/6/2020	5/15/2020
Book and Conduct Interviews*		5/18/2020	6/5/2020
Compile Findings and Themes/Research Review		6/8/2020	6/12/2020
Deliver Report and Recommendations		6/15/2020	6/19/2020

* Given the current situation with the stay at home order, we should anticipate the need to be flexible with finding participants and securing their time for the marketing research.

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/4/2020

PRODUCER *EJMS Insurance Services*

(408) 402-0400 x

451 Los Gatos Blvd.

2ND Floor

Los Gatos

CA

95032

INSURED

Nutter, Smith, Tucker, Inc.

4045 Third Ave., Suite 200

San Diego

CA

92103

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: *Travelers*

19046

INSURER B: *Chubb Group (A++)*

12777

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Property \$334,374. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	680 8F200813-19-42	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Retention \$250
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA 2N480640-19-42-G	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	CUP-8F20653A-19-42	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB-3J491382-19-42-G	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	OTHER Errors & Omissions	6801-2713	8/1/2019	8/1/2020	Limits: \$2,000,000 Retention: \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insured: DSDP C&S and the City of San Diego, their elected officials, officers, employees, agents and representatives as respects operations of the Named Insured.

Workers' Comp.: Waiver of Subrogation has been requested.

CERTIFICATE HOLDER

Downtown San Diego Partnership Clean & Safe Program
401 B Street, Suite 100
San Diego, CA 92101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Daniel J. Cloud

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 04 03 06 (01) - 008

POLICY NUMBER: UB-3J491382-19-42-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT-CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE ~~5.00%~~ OF THE CALIFORNIA WORKERS' COMPENSATION PREMIUM OTHERWISE DUE ON SUCH REMUNERATION.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
DOWNTOWN SAN DIEGO PARTNERSHIP CLEAN AND SAFE PROGRAM	TO FOLLOW

**AMENDMENT #1 TO
SERVICES AGREEMENT FOR THE
THE COMMERCIAL ENHANCEMENT PROGRAM (CEP)
MARKETING PROJECT**

This agreement amends the Contract bearing the effective date of May 4, 2020 the Downtown San Diego Partnership Clean & Safe Program ("DSDP C&S") and Nuffer, Smith, Tucker Public Relations ("Contractor") (referred to collectively as the "Parties"). This Amendment is hereby effective on June 12, 2020.

As provided for under the terms of this Contract, the DSDP C&S and Contractor agree to amend the following provisions:

1. Reference Section 3. "Duties of Contractor" shall be amended as follows:

The Contractor duties for this project have been updated based on findings in the discovery phase to include the following deliverables prior to July 1, 2020:

Phase 1 - Discovery and Planning

- Kickoff Meeting and Workshop
 - One one-to-two-hour workshop with key DSDP C&S members
- Create the FutureSD.com Site Audit and Site Map
 - Provide recommendations for overall site and assist with additional design and development needs
 - Create site map for Create the FutureSD.com detailing how new page will fit into overall site structure
- Content and Architecture Plans
 - Provide full content outline and SOW reflecting all information, details, photos, and functions of new web page and related content management system.
- Content Direction and Refinement
 - Work with DSDP C&S to ensure content meets the organization's goals, reaches target audiences, and achieves high SEO results.
 - DSDP C&S to draft content and Contractor to review and provide feedback
 - Draft work section development direction based upon approved content plan
- Weekly Check-In Calls
 - Weekly, half-hour phone calls with DSDP C&S project manager continued until Contractor provides staff training
 - As needed during creation of marketing plan
 - Any other communication practices or guidelines as agreed upon by DSDP C&S and Contractor during Kickoff Meeting
- Project Management Tool

- Utilize project management platform to manage projects, timelines, and workload
- Grant DSDP C&S team access to project management tool

Phase 2 - Website Design

- Creative Brief
 - Develop creative brief outlining design needs, assets, key information discovered during planning and discovery.
 - Submit creative brief to DSDP C&S for approval
- ADA Compliance
 - Check wireframe and design with a 508-accessibility compliance tool
 - Implement all commercially responsible efforts to resolve identified accessibility issues for new webpage design

Phase 3 - Website Design and Launch

- Wordpress Content Management System (CMS)
 - Build off existing Wordpress CMS to create fully customized page template to meet new web page specifications
 - Set up Wordpress back end to allow DSDP C&S to make updates easily and efficiently
- Interactive Downtown Commercial Properties Map
 - Build an interactive, mobile-friendly map utilizing Google Maps and integrating CBRE API
 - Map features to include the ability to search, key categories, and detailed descriptions of available spaces/buildings, photos and locations.
 - Other specifications should include square footage, price per square foot, number of available offices, type of office space, number of vacancies
 - Set up back end of map allowing DSDP C&S to efficiently and effectively update and maintain the map in-house.
 - Provide training to DSDP C&S staff on how to update and maintain map
- Downloadable Toolkit
 - Include a downloadable toolkit/resource area on new web page
 - Vet and recommend file types during planning and discovery
- Web Hosting/Server
 - Tie new web page into CreatetheFutureSD.com existing hosting and server framework

Phase 5: Marketing Research

- Market Research
 - Conduct research to access perceptions of Downtown San Diego's commercial real estate marketing and business environment

- Develop criteria and identify potential commercial tenants in conjunction with DSDP C&S
- Create a discussion guide for interviews
- Conduct eight to 10 on-on-one phone interviews in ~~three~~ two target segments, totaling ~~24-30~~ 16-20 interviews
 - Target segments include commercial real estate brokers, current commercial tenants, and potential commercial tenants.
- Compile research findings and key takeaways into report and provide to DSDP C&S
- Provide raw data from research including notes from phone interviews and any other materials as requested by DSDP C&S during planning and discovery

The following duties have been added:

Phase 1 - Discovery and Planning

- CreatetheFutureSD.com Site Audit and Site Map
 - Remove blog
 - Update site map for CreatetheFutureSD.com based on discovery and revised direction

Phase 2 - Website Design

- Development Notes
 - DSDP to review and approve development for work section prior to development starting

The following duties have been removed:

Phase 2 - Website Design

- Creative Brief
 - Utilize creative brief to create new web page wireframes and designs
- Wireframe and Design
 - Create two compelling design concepts for new page
 - Page to be designed with a user-centered approach and responsive theme that will deliver mobile-first, pleasing user experience across multiple platforms.
 - Design will be consistent over smartphones, tablets, and desktop browsers.
 - Wireframe new web page with two rounds of revisions to selected design
 - Ensure wireframe and page designs include all elements outlined as requirements:

- Includes header video, interactive map of downtown commercial properties, Downtown Innovation Center renderings and opportunities, metrics, success stories, downloadable toolkit

Phase 3 - Website Design and Launch

- Search Engine Optimization
 - Build web page using SEO best practices (as outlined in Exhibit A)
- Google Analytics
 - Integrate Google Analytics to track site visits and other user metrics
 - Add key site activities or events as agreed upon with DSDP C&S for tracking within Google Analytics prior to web page launch
 - Set up two custom events and create dashboard giving DSDP C&S the ability to track metrics in one easy-to-find and review area
 - Provide guidance on setting up monthly benchmarks and tracking ongoing success measures
- Development and User Training
 - Program new web page on test server
 - Manage and coordinate user testing and reviewing of webpage
- Launch of Web Page
 - Coordinate launch of new website following procedure outlined in proposal (see Exhibit A)
- ADA Compliance
 - Run web page through 508-accessibility compliance tool and make adjustments as needed
 - Implement all commercially reasonable efforts to resolve identified accessibility issues
 - Option to add ADA compliance insight for entire CreatetheFutureSD.com website at additional fee

Phase 4 - Training and Documentation

- Training and Documentation
 - Provide one one-hour general training session to train key members of DSDP C&S staff on how to update and maintain the new web page
 - Provide administration guide document on how to update and maintain the new web page

Phase 5 - Marketing Research

- Apply findings to marketing implementation plan and use to inform relevant web page content and messaging updates

2. Reference Section 4. "Payment for Services". The budget agreed upon for this phase of work remains unchanged and will be invoiced on the following schedule:

- Invoice #1; May 19, 2020: \$16,211.00
 - Invoice #2; June 15, 2020: \$16,211.00
- Total Paid: \$32,422.00**

All other terms and conditions as set forth in the original Contract document shall remain in effect for the duration of this contract.

This Amendment #1 shall be effective as of the date it is executed by the Parties.

IN WITNESS WHEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of the original Agreement document, as amended, that is hereby effective on the day and year first written above.

DSDP C&S:

DSDP Clean and Safe Program

By: 

Date: 6/12/20

Name: Alonso Vivas
Title: Executive Director

CONTRACTOR:

Nuffer, Smith, Tucker Public Relations

By: Mary Correia-Moreno

Date: 6/12/2020

Name: Mary Correia-Moreno
Title: Executive Vice President of
Operations & Partner

