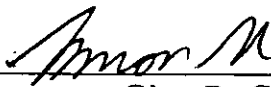


THE ATTACHED AGREEMENT HAS BEEN REVIEWED  
AND APPROVED AS TO FORM BY THE CITY  
ATTORNEY'S OFFICE AND WILL BE  
FORMALLY SIGNED UPON APPROVAL BY  
THE CITY COUNCIL

  
\_\_\_\_\_  
Glen R. Googins *for Carol Thujillo*  
City Attorney

Dated: 6/8/15

FIRST AMENDMENT TO AGREEMENT  
BETWEEN  
THE CITY OF CHULA VISTA AND  
PUBLIC FINANCE STRATEGIES LLC  
D/B/A TBWB STRATEGIES (TBWB)  
FOR PUBLIC OUTREACH CONSULTANT SERVICES

FIRST AMENDMENT  
TO AGREEMENT BETWEEN  
CITY OF CHULA VISTA  
AND  
PUBLIC FINANCE STRATEGIES LLC D/B/A TBWB STRATEGIES (TBWB),  
FOR PUBLIC OUTREACH CONSULTANT SERVICES

This FIRST AMENDMENT TO AGREEMENT BETWEEN CITY OF CHULA VISTA AND PUBLIC FINANCE STRATEGIES LLC D/B/A TBWB STRATEGIES (TBWB), FOR PUBLIC OUTREACH CONSULTANT SERVICES ("First Amendment") is entered into effective as of July 1, 2015 ("Effective Date") by and between the City of Chula Vista ("City"), a chartered municipal corporation, and Public Finance Strategies LLC, a Limited Liability Company D/B/A TBWB Strategies ("TBWB"), with reference to the following facts:

- A. On September 27, 2013, City issued a Request for Proposal (RFP) to solicit assistance with public outreach consultant services related to sustainable infrastructure funding needs and solutions. The services contemplated under this First Amendment were identified as potential services in such RFP.
- B. On December 15, 2013 City, and TBWB, entered into an Agreement for Public Outreach Consultant Services ("Agreement").
- C. The parties to the Agreement desire to Scope of Work and Schedule as provided in Exhibit A thereof.

NOW, THEREFORE, in consideration of the foregoing premises, and for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree to amend the Agreement as follows:

- 1. Exhibit A, Section 8. Scope of Work and Schedule is hereby amended to read in full as follows:
  - A. Detailed Scope of Work:

**4. Informational Mailer to the Community (FY16, as needed)**

**6. Conduct Scientific Resident Opinion Polling (July-August, 2015)**

TBWB will ensure that, based on the background information, and accounting for input from Initial Key Stakeholders, True North Research creates and conducts a resident survey, in collaboration with TBWB.

**TBWB shall perform the following deliverables:**

- a. Collaborate closely with True North Research to create questionnaires and identify proper sample for opinion survey.
- b. Conduct bilingual scientific sample of 800 residents with a 15 minute split-sample study

- c. Provide detailed report and analysis of survey results.
- d. Provide recommendations to staff for Council workshop presentations and public messaging.

**7. Extended Public Outreach and Engagement (July 2015 – April 2016)**

TBWB shall work with staff to create and implement a plan for stakeholder outreach, including potential timelines for ballot measure planning, make strategic recommendations and messages.

**TBWB shall perform the following deliverables:**

- a. Make strategic recommendations regarding ballot measure type, amount, structure and expenditure plan
- b. Create, monitor and regularly update a strategic planning timeline
- c. Create and update as needed, all public message-based documents, including:
  - One-page handout and FAQ
  - PowerPoint presentation for community outreach meetings
  - Talking points for city officials
  - City website and email content
- d. Work with staff to create and implement a plan for stakeholder outreach
  - Internal audiences: bargaining units, city commissions and committees
  - External audiences: business leaders, key neighborhood groups, others
  - Strategic community meetings
- e. Create, help implement a plan for constructive news media engagement
- f. Advise and help plan regarding continued engagement with citizen committee
- g. Assist with communications, as-needed: in person, advice and guidance, or creation of key documents, emails, respond to issues, Council agenda items or updates, etc.
  - Create and oversee implementation of information plan to engage residents
  - Solicit, review and analyze resident feedback
- h. Assist with 2016 resident survey, if needed, prior to 2016 Infrastructure workshop
- i. Assist with 2016 Infrastructure Workshop
  - Recommend presentation or action items
  - Help create, review materials
  - Participate if needed

**B. Date for Commencement of Consultant Services:**

Same as Effective Date of First Amendment

**C. Dates or Time Limits for Delivery of Deliverables:**

Deliverable No. 4: Information Mailer to the Community: To be completed in FY16, as needed.

Deliverable No. 6: Conduct Scientific Opinion Polling: To be completed by August 30, 2015.

Deliverable No. 7: Extended Public Outreach and Engagement: To be completed by April 30, 2016.

D. Date for completion of all Consultant services: All services shall be completed by April 30, 2016. In the event there are scheduling issues, the City may, in its sole discretion, extend the completion date to June 30, 2016.

10. Compensation:

C. (X) Monthly Rate Arrangement

For performance of the Defined Services by Consultant as herein required from July 1, 2015, City shall pay Consultant for the productive hours of time spent by Consultant in the performance of said Services, at the rate of \$6,000 per month according to the following terms and conditions:

(1) (X) Not-to-Exceed Limitation on Time Arrangement

Notwithstanding the expenditure by Consultant of time in excess of said Maximum Compensation amount, Consultant agrees that Consultant will perform all of the Defined Services herein required of Consultant after July 1, 2015, for \$60,000, not including all Materials, and other "reimbursables" (Maximum Compensation).

11. Materials Reimbursement Arrangement

Outside Services: Subcontract with True North for Scientific Resident Opinion Polling/Results Report \$ ~~22,458~~ \$61,968

2. All other terms and conditions of the Agreement shall remain in full force and effect.
3. Each party represents that it has full right, power and authority to execute this First Amendment and to perform its obligations hereunder, without the need for any further action under its governing instruments, and the parties executing this First Amendment on the behalf of such party are duly authorized agents with authority to do so.

[End of Agreement; Next Page is Signature Page]

SIGNATURE PAGE TO AGREEMENT BETWEEN  
CITY OF CHULA VISTA  
AND  
PUBLIC FINANCE STRATEGIES LLC D/B/A TBWB STRATEGIES (TBWB),  
FOR PUBLIC OUTREACH CONSULTANT SERVICES

IN WITNESS WHEREOF, by signing below the parties hereto enter into this First Amendment as of the Effective Date.

CITY OF CHULA VISTA

Public Finance Strategies LLC d/b/a TBWB  
Strategies (TBWB)

\_\_\_\_\_  
Gary Halbert,  
City Manager

  
\_\_\_\_\_  
Jared Boigon,  
Partner, Owner

Approved as to form

\_\_\_\_\_  
Glen R. Googins,  
City Attorney