

**FOR IMMEDIATE RELEASE:**

## **Sunnyvale Measure B Political Consulting Firm Contracted For More Than Graphics Art Talent**

February 28, 2020

**Sunnyvale, CA** – A recent California Public Records Act request from the **No on Measure B - No Directly Elected Sunnyvale Mayor** committee has yielded additional information regarding the City of Sunnyvale's engagement of **TBWB Strategies**. TBWB is a political strategy and communications consulting firm. The city was invoiced fees exceeding \$88,000 for design and mailing services for two Measure B mailers and a utility bill insert. In the Consultant Services Agreement dated December 5, 2019 between the City of Sunnyvale and TBWB Strategies we learn the Scope of Work and services TBWB Strategies is engaged to perform.

We believe that the Consultant Services Agreement provides an additional window into the true nature of the relationship. A relationship which, from the start, was designed to build a strategic communications, messaging, outreach and advocacy program supporting the passage of Measure B, while giving the appearance of an unbiased information program.

See Attachments pages 1, 7 and 8 of the Consultant Services Agreement dated December 5, 2019. Examples of indicators of an advocacy program direct from the Scope of Work and Compensation Schedule include:

- Develop and provide information to be added to the City's project website (SunnyvaleElections.org), distributed through social media, email and included in newsletters
- Give informal guidance regarding the legal guardrails of advocacy based on our extensive experience, and flag if/when we believe you need help from legal counsel
- Develop strategies and plans to inform and engage influential external groups including elected leaders, business leaders, neighborhood leaders, faith community leaders and taxpayer groups
- Does sufficient community awareness of the need for this change already exist, or is proactive outreach required to build awareness of the problem in addition to the solution?
- What controversies or competing issues must be considered while moving forward?
- The Compensation Schedule includes Digital Advertising services.

For additional background please refer to the earlier February 19, 2020 release **City of Sunnyvale Spends Big with Political Consulting Firm on Campaign Literature Supporting Measure B**.

A group of concerned local citizens has formed **No Directly Elected Sunnyvale Mayor** to support 7 single-member districts in Sunnyvale as the remedy to address CVRA concerns, to enhance the ability of under-represented and minority voters to field and elect locally supported candidates of their choice and to object to an at-large citywide elected mayor.

### **Contact:**

Media Relations, No on Measure B - No Directly Elected Sunnyvale Mayor

[www.NoDirectlyElectedSunnyvaleMayor.org/get-involved](http://www.NoDirectlyElectedSunnyvaleMayor.org/get-involved) then choose "Contact Us"

# Attachments

## CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE AND TBWB STRATEGIES FOR CALIFORNIA VOTING RIGHTS ACT (CVRA) VOTER OUTREACH AND STRATEGIC COMMUNICATIONS (12/5/2019)

### Page 1 Title Page

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**CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE  
AND TBWB STRATEGIES FOR CALIFORNIA VOTING RIGHTS ACT (CVRA) VOTER  
OUTREACH AND STRATEGIC COMMUNICATIONS**

THIS AGREEMENT, dated 12/05/2019, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and TBWB STRATEGIES ("CONSULTANT").

WHEREAS, CITY is in need of CVRA voter outreach and strategic communications consulting; and

WHEREAS, CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" attached and incorporated by reference. CONSULTANT shall determine the method, details and means of performing the services.

2. Time for Performance

The term of this Agreement shall be one (1) year from the execution date, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager upon a showing of good cause.

3. Duties of CITY

CITY shall supply any documents or information available to CITY required by CONSULTANT for performance of the services. Any materials provided shall be returned to CITY upon completion of the work.

4. Compensation

CITY agrees to pay CONSULTANT as full compensation for the services rendered pursuant to this Agreement, the amounts set forth in Exhibit "B". Total compensation shall not exceed Ninety-Six Thousand Five Hundred and No/100 Dollars (\$96,500.00), unless upon written modification of this Agreement.

CONSULTANT shall submit invoices to CITY no more frequently than monthly for services provided to date. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

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**Exhibit A  
Scope of Work**

**TBWB Will:**

- Provide strategic support in developing a strategy, messaging, and timeline for educating likely Sunnyvale voters about the City's proposed ballot measure.
- Develop an informational strategic communications and outreach plan to expand awareness of likely voters about the City's proposed transition to district-based elections for Council.
- Review and refine existing FAQs and website content
- Conceive and produce educational video, utility bill insert, mailer, and/or paid ad collateral
- Recommend voter outreach methods and activities
- Provide ongoing strategic advice during regularly scheduled planning sessions
- Analyze existing survey results and turn the data into an actionable plan for moving forward
- Develop informational messaging about City needs and a plan for getting the message out to key audiences
- Create regular updates to highlight progress related to the City's proposed ballot measure, including messaging for email blasts, websites, social media and newsletters
- Develop and provide talking points, answers to frequently asked questions and message training to key city staff, employee groups, commissioners and elected officials
- Develop strategies and plans to inform and engage key internal stakeholder groups within the City
- Assist with preparing presentations to community groups and oversight bodies
- Develop and provide information to be added to the City's project website (SunnyvaleElections.org), distributed through social media, email and included in newsletters
- Write, design and produce informational mailings to the entire community to ensure broad awareness beyond the most active and engaged citizens
- Obtain culturally appropriate translations of materials, if needed
- Give informal guidance regarding the legal guardrails of advocacy based on our extensive experience, and flag if/when we believe you need help from legal counsel
- Develop strategies for managing coverage of this issue in the local press
- Develop strategies and plans to inform and engage influential external groups including elected leaders, business leaders, neighborhood leaders, faith community leaders and taxpayer groups

Throughout the process, TBWB will work with the City of Sunnyvale to determine answers to the following questions:

- Does sufficient community awareness of the need for this change already exist, or is proactive outreach required to build awareness of the problem in addition to the solution?
- What are the key messages residents need to hear and what are the most effective channels for communication?
- What controversies or competing issues must be considered while moving forward?

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**Exhibit B**  
**Compensation Schedule**

Sunnyvale At-Large Districts Outreach/Education		
ITEM	Quantity	Total Cost
<b>Direct Mail</b>		<b>\$57,000</b>
a. All likely March voters	36,190	\$27,250
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f. Shoot (including retouching)		\$2,500
<b>Digital Advertising</b>		<b>\$27,500</b>
a. Production		\$7,500
b. Placement		\$20,000
<b>Consultants</b>		<b>\$12,000</b>
a. TBWBH		\$12,000
<b>GRAND TOTAL</b>		<b>\$96,500</b>