

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

Cover Page

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- 1a.** Intentionally Omitted **1b.** AC Contract No.: 30664
- 2.** Approved Service Order No. 39
- 3.** Consultant's Name: Public Dialogue Consortium
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- 4.** Project Name: CIP Leadership Team Meetings and Executive Coaching ("Project")
- 5.** Project Location: San Jose-Santa Clara Regional Wastewater Facility, San Jose, CA
- 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), which are incorporated herein by references.
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7. Budget/Fiscal:

a. Current unencumbered amount in Master Agreement:	\$	99,500
b. Maximum Service Order Compensation for this Approved Service Order:	\$	9,500
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	90,000

- 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: 513 Appn: 0762 RC: 76-450930-4052 Amount: \$ 9,500.00

Authorized Signature:

Date: _____

Nick Ajluni

Email: nick.ajluni@sanjoseca.gov

8. Division Analyst Approval:

Date: _____

Jessica Lowry

Email: jessica.lowry@sanjoseca.gov

9. Consultant Approval:

Date: _____

Shawn Spano

Email: cspano@pacbell.net

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: _____

Sarah Zarate

Email: sarah.zarate@sanjoseca.gov

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: Consultant will design and facilitate two meetings with the Environmental Services Department (ESD) and Public Works (PW) leadership and staff and a series of coaching sessions with one ESD and one PW Deputy Director.

Task No. 1: ESD and PW Leadership Meeting

- A. **Services:** Consultant will meet with ESD and PW directors to plan a meeting for ESD and PW Capital Improvement Program (CIP) Leadership staff and a meeting for ESD and PW CIP staff, prepare materials, facilitate both meetings, and provide meeting summary notes.
- B. **Deliverable:** One facilitated meeting for ESD and PW CIP Leadership and one facilitated meeting for ESD and PW CIP staff, and meeting summary notes for each meeting.
- C. **Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:
 - On or before the following date: June 30, 2022.
 - On or before ____ Business Days from _____.

Task No. 2: Consultant will provide executive coaching to Deputy Directors.

- A. **Services:** Consultant will develop coaching materials and meet with and provide executive coaching to two Deputy Directors.
- B. **Deliverable:** 6 hours of executive coaching
- C. **Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:
 - On or before the following date: June 30, 2022.
 - 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: Linda Charfauros	Phone No.: 408-535-8553
Department: Environmental Services	E-mail: linda.charfauros@sanjoseca.gov
Address: 200 E. Santa Clara Street, T-10 San Jose, CA 95113	

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: Shawn Spano	Phone No.: 408-531-5017			<u>X</u>
Address: 1555 Wawona Drive, San Jose, CA 95125	E-mail: Cspano@pacbell.net			
<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
1	<input checked="" type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 7,000.00
2	<input checked="" type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 2,500.00
	<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 checked="" type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.			<input type="checkbox"/> Expenses are separately reimbursable in the maximum amount of:			\$ 9,500.00
Part 3 – Subconsultant Costs						
<input checked="" type="checkbox"/> Subconsultant costs are not 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:			\$ 0
Maximum Service Order Compensation (sum of Parts 1 through 3):						\$ 9,500.00