

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

Cover Page

- 1a.** Intentionally Omitted **1b.** AC Contract No.: **663083**
- 2.** Approved Service Order No. **4**
- 3.** Consultant's Name: **Cross-Cultural Communications, LLC**

- 4.** Project Name: **Language Access Training**
- 5.** Project Location: Virtual, **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.

- 7. Budget/Fiscal:**
- | | | |
|---|----|------------------|
| a. Current unencumbered amount in Master Agreement: | \$ | \$219,530 |
| b. Maximum Service Order Compensation for this Approved Service Order: | \$ | \$12,125 |
| c. New unencumbered balance in Master Agreement (7.a – 7.b): | \$ | \$207,405 |

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. 001-0111-000308

- d.
- | | | | |
|----------------|-----------------|---------------|--------------------|
| Fund: 001_____ | Appn: 0111_____ | RC: _000308__ | Amount: \$_12,125_ |
| Fund: _____ | Appn: _____ | RC: _____ | Amount: \$_____ |
| Fund: _____ | Appn: _____ | RC: _____ | Amount: \$_____ |

Authorized Signature: *Khanh Do - Nguyen*
 Email: khanh.do-nguyen@sanjoseca.gov Date: _____

- 8. Division Analyst Approval:** *Jessica Lowry*
 Email: jessica.lowry@sanjoseca.gov Date: _____
- 9. Consultant Approval:** *Michelle P. Gallagher*
 Email: mgallagher@cultureandlanguage.net Date: _____

- 10. Approval as to Form (City Attorney):**
- Service Order Form Approved by the Office of the City Attorney
 (Maximum Service Order Compensation is \$100,000 or less, and the provisions of the service order form are not altered.)

Approved as to Form:

(Sr.) Deputy City Attorney

Date: _____

11. City Director Approval:

Sarah Zarate

Email: sarah.zarate@sanjoseca.gov

Date: _____

Attachment A: Tasks

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

General Description of Project for which Consultant will Provide Services: Consultant to design and deliver 10 live, virtual two-hour Language Access Training sessions on consecutive weekdays for up to 20 City Staff per session. Two sessions of two hours each will be delivered each day. City Staff to be selected by CSJ-CMO and virtual sessions to take place via Zoom on dates and at times convenient for CSJ-CMO.

Task No. 1 Consulting and Customize hours not to exceed \$5,250 at \$175per hour

- A. **Services:** The consultant will support the City with a Language Access training.
- B. **Deliverable:** The consultant will:
1. Identify ideas and best practices best suited for CSJ
 2. Provide advice and support for developing a tailored Language Access training for CSJ
 3. Collaborate with City staff to ensure the program is weighted to address the backgrounds and needs of the service recipients it will address (e.g., immigrants and limited English proficient residents, native-born racial and ethnic minorities, persons with disabilities, etc)
- 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 _____.

Task No. 2: Language Access Training

- A. **Services:** Consultant to include adaptation of the training program to address the target needs of the training participants in close consultation with Office of Communications.
- B. **Deliverable:** The consultant will:
1. Will conduct 10 two-hour virtual sessions on Language Access for up to 20 City Staff per session. The training program should offer guidance on language access and communication, showing staff how to overcome barriers of language and understanding and also how to work with interpreters.
 2. Provide a PowerPoint and training agenda that meets the target needs of the participants in the Office of Communications.
 3. Email files of all instructional materials from Consultant to Office of Communications. Office of Communications will duplicate materials for training participants, if needed.
- 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: Sarbjeet Kaur	Phone No.: 408-535-8261
Department: CMO	E-mail: Sarbjeet.kaur@sanjoseca.gov
Address: 200 E. Santa Clara St, 17 th Floor, 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>Required to File Form 700?</u>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
<u>Consultant's Contract Manager</u>				
<u>Michelle Gallagher</u>	<u>410-312-5599</u>			<u>X</u>
Cross-Cultural Communications, LLC 10015 Old Columbia Rd., Ste. B-215 Columbia, MD 21046	mgallagher@cultureandlanguage.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>
Otisha Ayala-Faya	Language Access and Cultural Responsiveness Trainer

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 with 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	\$5,250
2	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$6,875
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:	
<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:	
Part 3 – Subconsultant Costs			
Maximum Service Order Compensation (sum of Parts 1 through 3):			
			\$12,125