

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

Cover Page

1a. Intentionally Omitted **1b.** AC Contract No.: 663402

2. Approved Service Order No. 16

3. Consultant's Name: Alliance Resource Consulting, LLC

4. Project Name: Deputy City Manager – Two Positions (“Project”)

5. Project Location: City of San Jose (City Hall), 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:	\$	135,000
b. Maximum Service Order Compensation for this Approved Service Order:	\$	30,000
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	105,000

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. 001-41-000301-4052

Fund: <u>001</u>	Appn: <u>0112</u>	RC: <u>301</u>	Amount: <u>\$30,000</u>
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____

Authorized Signature:  Date: 10/21/21


8. Division Analyst Approval:  Date: _____
× Marcela Bolanos
Marcela Bolanos (10/25/2021)
Email: marcela.bolanos@sanjoseca.gov

9. Consultant Approval:  Date: 10/18/2021

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: _____
× Jennifer Schembri
Jennifer Schembri (10/27/2021)
Email: jennifer.schembri@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: Executive Recruitment for Deputy City Manager.

Task No. 1: Draft, Finalize and Post Recruitment Brochure

- A. Services:** Draft brochure will be provided to the City Manager's Office (CMO) for final approval.
- B. Deliverable:** Consultant will prepare a written brochure that outlines the required skills, competencies, position responsibilities and criteria for job success. Consultant will provide the brochure to CMO for review and approval.
- 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: October 8, 2021.
- On or before ____ Business Days from _____.

Task No. 2: Recruit and Screen Applicants for Interview

- A. Services:** Consultant will develop and execute a recruitment strategy coordinated with the City to identify relevant national, state and local government and industry sources where prospective candidates are likely to be found. Consultant's recruitment strategy will include advertisements and direct contact with potential candidates. Advertisements will be prepared and placed for publication in appropriate newsletters, job bulletins, websites, professional magazines, industry trade journals, professional organizations, public sector newsletters, etc. The strategy will also include posting on social media outlets, such as LinkedIn. Consultant will review, acknowledge, and evaluate all resumes and other supporting materials received from these candidates to apply for the position. Consultant shall identify the most promising candidates for the position, based on the position profile, and then conduct preliminary screening interviews and preliminary background check with the top candidates. The goal is to recruit candidates from diverse backgrounds, utilizing local, regional and statewide resources, as well as professional websites as appropriate. Consultant will present the preliminary slate of top prospects to the CMO for further evaluation.
- B. Deliverable:** The Consultant will:
- Advertise and provide outreach to engage a diverse candidate pool
 - Develop a target recruitment list
 - Screen all applicants
 - Conduct preliminary interviews and background checks with top candidates
 - Provide weekly status updates regarding applicant pool
 - Prepare a client summary report containing the results of the preliminary screening and recommend the candidates whose backgrounds and experiences closely match the requirements of the position
 - Present an initial slate of candidates to CMO

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: November 15, 2021
- On or before ____ Business Days from _____. [Fill in the second box if completion time for the task is contingent on completion of the prior task or an event.]

Task No. 3: Selection Process

A. Services: Consultant will design a selection process for the top candidates identified. Consultant will provide the City with all materials needed to conduct interviews and facilitate the interviews. Consultant shall provide the City with interviewing and selection tips, suggest interview questions and rating forms, and perform background and professional checks.

B. Deliverable:

- The Consultant shall assist the City in scheduling final candidates for interviews with City staff.
- The Consultant will provide all materials needed to conduct interviews including candidate information and interview questions
- The Consultant may be requested to attend the interviews and facilitate the interview process
- The Consultant shall conduct reference checks of the top one (1) to three (3) candidates for the position as directed by the City and obtain background checks from a licensed firm (including credit report, court records check, driving record, academic degree confirmation, and newspaper article search), as directed by the City
- Upon the final selection for the position, the Consultant shall assist the City in formulating appropriate compensation and other employment arrangements for the selected candidate

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: December 10, 2021
- On or before ____ Business Days from _____. [Fill in the second box if completion time for the task is contingent on completion of the prior task or an event.]

Attachment B: Terms and Conditions

1. **City's Contract Manager:** The City's contract manager for this Approved Service Order is:

Name: Carolyn Gibson	Phone No.: (408) 535-8125
Department: CMO	E-mail: carolyn.gibson@sanjoseca.gov
Address: City Hall - Wing	

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>				
Name: Sherrill Uyeda	Phone No.: (562) 901-0768			
Address: 1 Centerpointe Drive, Suite 440 La Palma, CA 90623	E-mail: suyeda@alliancerc.com			
<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
	<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	\$7,500
	<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	\$7,500
	<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	\$7,500
	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input checked="" type="checkbox"/> Completion of Work	\$7,500
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:	\$0.00
Part 3 – Subconsultant Costs			
<input checked="" type="checkbox"/> Subconsultant costs are <i>not</i> 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:	\$0.00
Maximum Service Order Compensation (sum of Parts 1 through 3):			\$30,000



- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW


CITY STAFF: Carolyn Gibson
STAFF EMAIL: Carolyn.gibson@sanjoseca.gov

SCANNED SIGNATURE AUTHORIZATION

DATE: October 15, 2021 TOTAL PAGES: 7
(INCLUDING THIS PAGE)

CONSULTANT NAME: Sherrill Uyeda
EMAIL: suyeda@alliancerc.com
PHONE: (562) 901-0769

I agree to use electronic signatures

SIGNATURE OF CONSULTANT: 

DIRECTIONS:
<p>REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:</p> <ol style="list-style-type: none">1. SIGN THE DOCUMENT2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE IN BLUE INK4. EMAIL THE ENTIRE DOCUMENT TO (CITY STAFF EMAIL ADDRESS):

To BE COMPLETED BY CITY STAFF:
<p>ALTERNATIVE METHODS OF VERIFICATION:</p> <ul style="list-style-type: none"><input type="checkbox"/> USE OF A PASSWORD PROTECTED WEBSITE<input type="checkbox"/> CONFIRMED BY A KNOWN TELEPHONE NUMBER<input type="checkbox"/> PERSONALLY KNOWN TO CITY STAFF

Memorandum


TO: Jennifer Schembri
Director of Human Resources
Director of Office of Employee
Relations

FROM: Lee Wilcox
Assistant City Manager

SUBJECT: Approval of Retroactivity

DATE: October 25, 2021

Approved


Jennifer Schembri (10/27/2021)
Email: jennifer.schembri@sanjoseca.gov

Date

SUBJECT: APPROVAL OF RETROACTIVITY IN THE CONSULTANT AGREEMENT/SERVICE ORDER WITH ALLIANCE RESOURCE CONSULTING, LLC

In June 2013, the City Auditor released an audit report entitled "Consulting Agreements: Better Enforcement of Procurement Rules, Monitoring, and Transparency is Needed." (City Audit Report No. 13-06.) Recommendation No. 4 (Audit Report pages 16-17) involves limiting retroactive agreements to situations where contract execution is in process. The audit report states that when a City employee informally authorizes work before execution of the agreement, the employee commits City funds not within his/her authority to commit.

The Human Resources Department is seeking authorization for the retroactive provision to pay for services in the following agreement.

The justification for the requests detailed below that are to include a retroactivity provision is that the agreements were competitively procured and either:

- Its execution was already in process when the services started.
- The services responded to an *immediate* threat to public health, safety, or property.
- The manner of compensation doesn't involve a commitment of City funds.
- The consultant/contractor provided a letter stating that the City isn't obligated to pay for any services it provided if the contract/amendment isn't executed.

October 25, 2021

Subject: Approval of Retroactivity in the Consultant Agreement/Service Order with Alliance Resource Consulting, LLC

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- Starting services protected or advanced the following significant City interest:
If this option is selected, explain the City interest and how the services protected/advanced that City interest.

Alliance Resource Consulting, LLC (“Alliance”) was selected from a pool of consultants to conduct the executive recruitment for the vacant Deputy City Manager position. Since the City already has a master agreement with Alliance to provide executive recruitment services, a consultant agreement/service order was drafted to incorporate this particular Deputy City Manager recruitment.

The City Manager’s Office understands that retroactive agreements are to be avoided. However, in this instance, the upcoming holidays in November and December required that the job announcement be posted as soon as possible after selecting a consultant to ensure that the recruitment was completed prior to the end of the calendar year. In addition, the vacant position’s impact on existing workload created a further need to fill the position quickly. The City Manager’s Office requests an exception be made, and the agreement detailed in this memorandum be allowed to proceed with retroactive clauses. The Department acknowledges the process was out of City contract compliance and will monitor future agreements to prevent this oversight in the future.

/s/
Lee Wilcox
Assistant City Manager

For questions please contact Carolyn Gibson, Senior Executive Analyst, at 408-535-8125 or Carolyn.gibson@sanjoseca.gov



City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney
 City Manager
 City Clerk **OR** Return to Dept. (circle one)

Insurance Certificates / Waivers Electronically Signed: Select one
 Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700 Scanned Signature Authorization
 Supplemental Memorandums (if applicable): Select One

Type of Document: Service Order Type of Contract: Consulting Services

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 663402-022

Contractor: Alliance Resource Consulting, LLC
 Address: 1 Centerpointe Drive, Suite 440, La Palma, CA 90623
 Phone: 562-902-0769 Email: SUYEDA@ALLIANCERC.COM

Contract Description: Service Order #16: Alliance Resources Consulting Master Agreement for Deputy City Manager (Full Recruitment)

Term Start Date: 10/6/2021 Term End Date: 12/31/2021 Extension: No

Method of Procurement: N/A RFB, RFP or RFQ No.: _____ Date Conducted: _____

Agenda Date (if applicable): _____ Agenda Item No.: _____

Resolution No.: _____ Ordinance No.: _____

Original Contract Amount: \$540,000 Amount of Increase/Decrease: \$30,000

Option #: ___ of ___ Option Amount: _____ NTE/Updated Contract Amount: \$105,000

Fund/Appropriation: 001-41-000301-4052

Form 700 Required (Selection mandatory for processing): Select one Revenue Agreement: Select one

Tax Certificate No.: 8636958460 Expiration Date: 4/15/2022

Department: Select one

Department Contact: _____ Customer (Finance Only): Á' _____

Notes:

Department Director Signature: _____
Jennifer Schembri
 Jennifer Schembri (10/27/2021)
 Email: jennifer.schembri@sanjoseca.gov

Date

Office of the City Manager Signature: _____ Date