

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

Cover Page

- 1a.** Intentionally Omitted **1b.** AC Contract No.: 30856 (GILES 665520)
- 2.** Approved Service Order No. 7
- 3.** Consultant's Name: Cascadia Partners, LLC.

- 4.** Project Name: Natural and Working Lands ("Project")
- 5.** Project Location: San José, 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: | \$ | \$77,698 |
| b. Maximum Service Order Compensation for this Approved Service Order: | \$ | \$2,000 |
| c. New unencumbered balance in Master Agreement (7.a – 7.b): | \$ | \$75,698 |
- 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: 001	Appn: 205K	RC: 331130	Amount: \$2,000
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Authorized Signature: *Karen Y. Evans* _____ Date: _____
Karen Evans (8/27/2021)
 Email: karen.evans@sanjoseca.gov

8. Division Analyst Approval: *Mathew Chacko* _____ Date: _____
Mathew Chacko (8/27/2021)
 Email: mathew.chacko@sanjoseca.gov

9. Consultant Approval: *Alexander G. Steinberger* _____ Date: _____
steiny@cascadia-partners.com (8/26/2021)
 Email: steiny@cascadia-partners.com

- 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: *Julie Benabente* _____ Date: _____
Julie Benabente (8/27/2021)
 Email: julie.benabente@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:

The NWL (natural and working lands) Element will use a spatially-derived tool, the modelling platform UrbanFootprint, as a part of a scenario planning tool ecosystem, to evaluate and report on how land use changes on NWLs in the City's Sphere Of Influence may impact the City's net GHG (greenhouse gas) emissions profile (carbon stocks, emissions, and sequestration). Generally, the NWL Element will establish a mapped and quantified "baseline" GHG inventory based on present day land uses, and a "business-as-usual" GHG inventory based on land uses as designated in the City's General Plan. These inventories will quantify emissions associated with building energy consumption and transportation, and will quantify the City's carbon stocks. The NWL Element will then explore how protection and enhancements made on NWL can support the City's environmental goals and GHG reduction targets.

It is intended that this work will result in a tool and analysis that supports evaluation of land use alternatives related to the preservation and enhancement of NWL, and how those alternatives impact the City's GHG emissions trajectory. This will help the City and community better understand the tradeoffs associated with future land use and policy decisions, and will support the City as an environmental leader. This scope of work and associated estimated budget and timeline set forth a specific outline for completing this work in partnership with regional stakeholders.

Task No. 1: NWL Technical Report or Other Document Review

A. Services:

1. At the direction of the City contract manager, review comments received on NWL Technical Report. Provide Steering Team with determination of whether comments can be accepted, addressed within scope, or will need to be flagged for subsequent phases of work.
2. For comments that can be addressed within this Task 1 budget, make revisions and deliver revised NWL Technical Report to the Steering Team.
3. Review other documents (e.g. PowerPoints) as/if directed by the City contract manager
4. Up to ten (10) hours of staff time may be dedicated to this Task.

B. Deliverable:

1. Comment tracking database identifying in-scope and out-of-scope comments to be addressed
2. Revised, Final NWL Technical Report
3. Document with tracked comments by consultant as/ if directed

C. Completion Time: The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following times is marked:

- On or before the following date: April 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: Julie Benabente	Phone No.: (408) 975-2537
Department: Environmental Services	E-mail: julie.benabente@sanjoseca.gov
Address: 200 E. Santa Clara St. 10 th Floor	San José, 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>				
Name: Alex Steinberger	Phone No.: 971.808.2366			X
Address: Cascadia Partners LLC 519 SW Park Ave. Suite 215 Portland, OR 97205	E-mail: steiny@cascadia-partners.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
1. Alex Steinberger	Project Manager			X
2. Irene Kim	Graphics/Outreach			X
3. Sachi Arakawa	Analyst			X
4. Victor Tran	Analyst			X
6. Ayano Healy	Analyst			X
7. Paul Runge	Analyst			X

8. Julia M. Michael	Analyst			X
9. Savannah E. Edison	Analyst			X

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 checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$2,000
	<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	
	<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:			
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:			
Maximum Service Order Compensation (sum of Parts 1 through 3):						\$2,000