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

Cover Page

- 1a. Intentionally Omitted 1b. AC Contract No.: 665615
- 2. Approved Service Order No. 2
- 3. Consultant's Name: Practical Productivity Solutions DBA PRODUCTIVITY PEOPLE Inc.

- 4. Project Name: Memo writing training
- 5. Project Location: Virtual Training
- 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:	\$	314,600
b. Maximum Service Order Compensation for this Approved Service Order:	\$	6,160
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	308,440

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) from **001-48-400110-4052** will be encumbered to pay for this Approved Service Order.

Fund: 001 _____ Appn: 48 _____ RC: _____ 400110 Amount: \$6,160

Authorized Signature: **Carrie Rank**

Carrie Rank
 Carrie Rank (11/3/2021)
 Email: carrie.rank@sanjoseca.gov

Date: _____

8. Division Analyst Approval: **Janet Medlin**

Janet C. Medlin
 Janet Medlin (11/2/2021)
 Email: janet.medlin@sanjoseca.gov

Date: _____

9. Consultant Approval: **Sue Brenner**

Sue Brenner
 sue@productivitypeople.com (11/2/2021)
 Email: sue@productivitypeople.com

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: _____ Date: _____
 (Sr.) Deputy City Attorney

11. City Director Approval: **Jennifer Schembri**

Jennifer Schembri
 Jennifer Schembri (11/3/2021)
 Email: jennifer.schembri@sanjoseca.gov

Date: _____

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: Workshop 2 - Writing the First Draft of Your Memos

- A. Services:** The consultant will support the City with a Memo Writing Training and provide an evaluation of the program to identify areas for improvement.
- B. Deliverable:** The consultant will:
- Facilitate one - 2-hour training and one -2-hour writing lab
 - The Writing the First Draft of Your Memos Training will address the following:
 - Learn methods for writing in a clear and precise manner.
 - Use examples of City memos, reports, and proposals as a basis for your writing.
 - Develop your ability to write City documents using the City's writing process.
 - Lab: Review and practice the writing process on a real City memo and receive live feedback the writing instructor. Assignment: Bring a draft of a memo you have written to the next workshop for proofreading and receiving peer input.
- 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 _____. [Fill in the second box if completion time for the task is contingent on completion of the prior task or an event.]

Task No. 4: Workshop 3 How to Edit and Proofread Your Final Memos

- A. Services:** The consultant will support the City with a Memo Writing Training and provide an evaluation of the program to identify areas for improvement.
- B. Deliverable:** The consultant will:
- Facilitate one - 2-hour training and one -2-hour writing lab
 - The Editing and Proofreading Your Final Memos Training will address the following:
 - Recognize common writing errors and how to spot them.
 - Apply techniques for reviewing the first and the final drafts to make your writing clear, focused, and accurate.
 - Review a list of commonly misused words in business writing.
 - Lab: Work in small breakout groups to build skills and confidence with real writing assignments with reviews from peers and the instructor. Assignment: Bring a near-final memo to the next workshop to continue developing your memo-writing skills.
- 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 _____. [Fill in the second box if completion time for the task is contingent on completion of the prior task or an event.]

Task No. 5: Workshop 4 Elevating Your Memo Writing Success

- A. Services:** The consultant will support the City with a Memo Writing Training and provide an evaluation of the program to identify areas for improvement.
- B. Deliverable:** The consultant will:
- Facilitate one - 2-hour training and one -2-hour writing lab
 - The Elevating Your Memo Writing Success Training will address the following:
 - Improve critical thinking for memo writing.
 - Understand your audience and writing to meet their needs.
 - Develop a professional tone for your memos that represents the City well.
 - Lab: Work in small breakout groups to take your written work to the next level. Receive individualized input from the instructor to work toward finalizing your PRNS memos.
- 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 _____. [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: Carrie Rank	Phone No.: (408) 975-1486
Department: HR	E-mail: Carrie.rank@sanjoseca.gov
Address: 200 E. Santa Clara Street, 4 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>				
Name: Sue Brenner	Phone No.: (408) 613-1051			X
Address: 7960B Soquel Dr. #225 Aptos, California 95003	E-mail: sue@productivitypeople.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 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	\$560	
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	\$1,400	
3	<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	\$1,400	
4	<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	\$1,400	
5	<input 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	\$1,400	
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		
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):		
		\$6,160		