

**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.: 665626
- 2.** Approved Service Order No. 9
- 3.** Consultant's Name: Civic Makers LLC
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- 4.** Project Name: Pilot Community of Practice Program
- 5.** Project Location: 200 E. Santa Clara Street, San Jose, CA 95113 (Virtual)
- 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: | \$ | 153,112.50 |
| b. Maximum Service Order Compensation for this Approved Service Order: | \$ | 25,000 |
| c. New unencumbered balance in Master Agreement (7.a – 7.b): | \$ | 128,112.50 |
- 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 **001-216-400120-4052** will be encumbered to pay for this Approved Service Order.
- | | | | |
|----------------|----------------|-----------------|--------------------------|
| Fund: 001_____ | Appn: 216_____ | RC: 400120_____ | Amount: \$ <u>25,000</u> |
| Fund: _____ | Appn: _____ | RC: _____ | Amount: \$ _____ |
| Fund: _____ | Appn: _____ | RC: _____ | Amount: \$ _____ |

Authorized Signature:

Date: _____



Email: carrie.rank@sanjoseca.gov

8. Division Analyst Approval:


Date: _____



Email: janet.medlin@sanjoseca.gov

9. Consultant Approval:

Date: _____



Email: judi@civicmakers.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:

Date: _____



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: Civic Makers LLC will support the City with consulting services for City employees by creating a Pilot Community of Practice Program, to cultivate the learning community of Learning Lab alumni. The program curriculum has been designed to accomplish this through curated workshops that build on skills gained during Learning Lab, which leverages Civic Maker's work in service design with public sector clients. This proposal is submitted under the **Master Agreement, Section 1.1.1 Training and Organizational Development Services**

Task No. 1: Learning Lab Focus Group(s) on Community of Practice

- A. Services:** The consultant will support the City with a Pilot Community of Practice program and an evaluation of the program to identify areas for improvement.
- B. Deliverable:** The consultant will:
1. Work with Learning Lab participants and Innovators' Network to:
 - a. Conduct one or two focus groups with past Learning Lab participants and members of the Innovators' Network
 - b. Identify and discuss needs and hopes for a Community of Practice
 - c. Extend an invitation to the Community of Practice team (from Learning Lab Cohort 5) to continue this work and/or help shape this initial agenda

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: Survey and/or Impact/Effort Session

A. Services: The consultant will support the City with a Pilot Community of Practice program and an evaluation of the program to identify areas for improvement.

B. Deliverable: The consultant will:

1. Conduct this session and/or survey with Learning Lab participants and Innovator’s Network + Key Decision Makers
2. Share the ideas with the broader network to submit their priorities
3. Identify folks that have the interest and capacity in moving various opportunities forward
4. Ensure buy-in from decision makers
5. Shortlist opportunities to test during implementation (max 2 types of pilots, however, each pilot may include multiple trainings or events of that type)

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: Draft Implementation Plan

A. Services: The consultant will support the City with a Pilot Community of Practice program and an evaluation of the program to identify areas for improvement.

B. Deliverable: The consultant will:

1. Develop an implementation plan for conducting and evaluating Community of Practice opportunities. This will be reviewed and validated by the City Project’s Lead, participants, and key decision makers.

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. 6: Design Community of Practice Activities (based on the Implementation Plan)

- A. Services:** The consultant will support the City with a Pilot Community of Practice program and an evaluation of the program to identify areas for improvement.
- B. Deliverable:** In the case it is executed, the consultant will:
- 1. Work with Learning Lab participants and Innovators' Network to:
 - a. Design Community of Practice Activities (based on the Implementation Plan)
 - b. Develop curriculum and agendas for initial Community of Practice opportunities
 - c. Draft agendas and materials.
- 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: Judi Brown	Phone No.: 415.819.8495			X
Address: 1145 Guerrero St. San Francisco, CA 94110	E-mail: judi@civickmakers.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
1.				
2.				

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	\$ 6,500
2	<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	\$ 3,000
3	<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	\$ 2,250
4	<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	\$ 2,700
5	<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	\$ 3,550
6	<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	\$ 7,000
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 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:	\$0.00
Maximum Service Order Compensation (sum of Parts 1 through 3):			\$25,000