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

Cover Page

| 1a. | Intentionally Omitted | | 1b. | AC Contract No.: 6662 | 249 | |
|-----|---|---|------------|------------------------|------------------------|--|
| 2. | Approved Service Order No | . 003 | | | | |
| 3. | Consultant's Name: Culture | eWonk | | | | |
| 4. | Project Name: Equity Facili | tation and Coaching | | | | |
| 5. | Project Location: Virtual, C | ity Hall, agreed-upon City | Facilities | S | | |
| 6. | The Consultant and the City Agreement, this cover page (Compensation Table), which | and Attachments "A" (Tas | sks), "B" | (Terms and Conditions) | | |
| 7. | Budget/Fiscal: | | | | | |
| | a. Current unencumbered | amount in Master Agreem | nent: | | \$ 303,000 | |
| | b. Maximum Service Orde | r Compensation for this | Approv | ed Service Order: | \$ 25,000 | |
| | c. New unencumbered bala | ınce in Master Agreement | (7.a – 7 | .b): | \$ 278,000 | |
| | 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. | | | | | |
| | | Appn:0112 | | | nt: \$ 25,000 | |
| | | Appn: | RC: _ | | nt: \$ | |
| | Fund: | Robert He | | | nt: \$ | |
| | | Email: robert.hernandez@sanjoseca.gov | oma | naez | | |
| | Authorized Signature: | | | _ | Date: | |
| | | Email: jessica.lowry@sanjoseca.go | | owry | | |
| 8. | Division Analyst Approva | | | 1276 NO | Date: | |
| | | Nicole | Fan | kouh | | |
| 9. | Consultant Approval: | Email: nicole@culturewonk.com | | _ | Date: | |
| 10. | | Attorney): oproved by the Office of the ompensation is \$100,000 or less, | - | • | form are not altered.) | |
| | Approved as to Form: | (Sr.) Deputy City Atto | orney | | Date: | |

Master Agreement AC No.: 666249 Consultant: CultureWonk

Service Order No.: 003

| Denniler | Schembri |
|--------------|----------|
| Jet it igner | |

Email: jennifer.schembri@sanjoseca.gov Date:

City Director Approval:

Form Name: Master Consultant Agreement (Non-Capital Projects)

Form/File No.: 1048028_4/T-15087.002
City Attorney Approval Date: September, 2015

Master Agreement AC No.: 666249 Consultant: CultureWonk Service Order No.: 003

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 purpose of this coaching and facilitation is to help support staff as the City embarks on in-depth equity work that will lead, among other things, to a cultural change in how the City views its work and how we approach and engage with residents, stakeholders, and other staff members.
 Task No. 1: Provide facilitation and coaching services to City staff
 A. Services: Develop, concept, activities for equity focused services; facilitate small to large equity focused conversations and meetings with both staff and Executive staff; provide professional coaching to City staff and teams
 B. Deliverable: facilitation and coaching services to City-identified staff
 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 _____

Form Name: Master Consultant Agreement (Non-Capital Projects)

Service Order - Attachment A: Tasks

Form/File No.: 1349220/T-32026

Master Agreement AC No.: 666249 Consultant: CultureWonk Service Order No.: 003

Attachment B: Terms and Conditions

1. <u>City's Contract Manager</u>: The City's contract manager for this Approved Service Order is:

| Name: Chantel Khatchatourian | Phone No.: 408-535-3847 |
|---|--|
| Department: CMO | E-mail: chantel.khatchatourian@sanjoseca.gov |
| Address: 200 E. Santa Clara St., 17 th Floor | San Jose, CA 95113 |

2. <u>Consultant's Contract Manager and Other Staffing</u>: 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."

| | | | | Required to File Form 700? | | | |
|---|-----------------------------------|---------------------|----|----------------------------|--|--|--|
| Consultant's Contra | Yes Already Filed (Date Filed) | Yes Need to File | No | | | | |
| Name: Nicole Farkouh | Phone No.: 510-725-2022 | Yes; 8/26/21 | | | | | |
| Address:1546 Hester Ave., San Jose, CA 95126 | E-mail: nicole@culturewonk.com | | | | | | |
| Other Staff | | | | | | | |
| <u>Name</u> : | Assignment: | | | | | | |
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |

Form Name: Master Consultant Agreement (Non-Capital Projects)
Service Order - Attachment B: Terms and Conditions

Form/File No.: 1349220/T-32026

Master Agreement AC No.: 666249 Consultant: CultureWonk Service Order No.: 003

| 3. | <u>Subco</u> | nsultants: Whichever of the following is marked applies to this Approved Service Order: |
|----|--------------|--|
| | | The Consultant can <i>not</i> use any subconsultants. |
| | \boxtimes | The Consultant can use the following subconsultants to assist in providing the required services and deliverables: |

| Subconsultant's Name | Area of Work |
|----------------------|---------------|
| Helen Cheng | Mediation |
| Joe Jackson | Mediation |
| Thiago Saldahana | Mediation |
| Dimple Pajwaini | Mediation |
| David Campt | Facilitation |
| Josh Silverstein | Facilitation |
| Kalilah Jones | Facilitation |
| Sky Mihaylo | Facilitation |
| Brian Levy | Facilitation |
| Jennell Jones | Team Coaching |

| 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: |

| Additional Reimbursable Expense(s) | Mark-up |
|------------------------------------|---------|
| 1Materials for Facilitations | 0% |
| 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.

Form Name: Master Consultant Agreement (Non-Capital Projects)

Service Order - Attachment B: Terms and Conditions

Form/File No.: 1349220/T-32026

Master Agreement AC No.: 666249

Consultant: CultureWonk Service Order No.: 003

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 | mn 1 Column 2 | | Column 3 | | | Column 4 |
| Task Nos. from Attachment A | Basis of Compen | sation | | Invoice Period | | |
| 1 | ☐ Time & Materials | | ☐ Monthly | | ☐ Completion of Work | \$225/Hour |
| | ☐ Time & Materials | | ☐ Monthly | | ☐ Completion of Work | \$ |
| | ☐ Time & Materials | | ☐ Monthly | | ☐ Completion of Work | \$ |
| | ☐ Time & Materials | | ☐ Monthly | | ☐ Completion of Work | \$ |
| Part 2 – Reimbursable Expenses | | | | | | |
| | are separately reimbursable. To Part 1 include(s) payment for all | ` , | ☐ Expenses are separately reimbursable in the maximum amount of: | | | \$ |
| Part 3 – Subconsultant Costs | | | | | | |
| Subconsultant costs are <i>not</i> separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs. Subconsultant costs are separately compensable in the maximum amount of: | | | | \$ | | |
| Maximum Service Order Compensation (sum of Parts 1 through 3): | | | | | \$25,000 | |

Form Name: Master Consultant Agreement (Non-Capital Projects)
Service Order - Attachment C: Compensation Table

Form/File No.: 1349220/T-32026