

**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.: OC-001262-000
- 2.** Approved Service Order No. 001
- 3.** Consultant's Name: The Justice Collective LLC
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- 4.** Project Name: Foundational Racial Equity Training
- 5.** Project Location: Virtual, City Hall, Agreed-upon City Facilities
- 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 <b>unencumbered</b> amount in Master Agreement:	\$	320,000
b. <b>Maximum Service Order Compensation for this Approved Service Order:</b>	\$	130,000
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	190,000

- 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.

Fund:   001   Appn:   0112   RC:   309   Amount: \$   130,000  

Fund:            Appn:            RC:            Amount: \$           

Fund:            Appn:            RC:            Amount: \$           

*Andre Lockett*

**Authorized Signature:** \_\_\_\_\_ Email: andre.lockett@sanjoseca.gov Date:   04/06/2022  

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*Jessica Lowry*

**8. Division Analyst Approval:** \_\_\_\_\_ Email: jessica.lowry@sanjoseca.gov Date:   04/07/2022  

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*Lena*

**9. Consultant Approval:** \_\_\_\_\_ Email: lena@thejusticecollective.org Date:   03/30/2022  

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**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.)

*Arlene Silva*

Email: arlene.silva@sanjoseca.gov

Approved as to Form:

Date: 04/06/2022

(Sr.) Deputy City Attorney

*Sarah Zarate*

Email: sarah.zarate@sanjoseca.gov

11. City Director Approval:

Date: 04/07/2022

## 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.

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**General Description of Project for which Consultant will Provide Services:** The Justice Collective will prepare and deliver foundational racial equity training and related facilitation and meetings to the citywide workforce.

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**Task No. 1:** [Diversity Equity Inclusion (Racial Equity) 101 Webinar Training Part 1]

**A. Services:**

- Provide 2 sessions of city webinar format training, including registration logistics, pre- and post-survey administration, and participant workbooks.
- The webinar trainings will have the following learning objectives: (a) Learn Key Historic Contexts, racial equity terms, & Intro to Levels of Oppression, (b) Review of Core DEI Concepts (racial equity, anti-racism, power & privilege, intent vs Impact, and microaggressions), and (c) Receive an Intro to Equitable and Empathetic Organizational Culture.

**B. Deliverable:** Prepare and deliver two live, 90-minute trainings on Part 1 of a foundational racial equity training participants to recognize that they have a role, responsibility and an opportunity to cultivate diversity, equity and inclusion as foundational values. It will deepen understanding of how racial inequities are deep and pervasive in our institutions like the government.

**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: June 30, 2022
- On or before \_\_\_\_ Business Days from \_\_\_\_\_.

**Task No. 2:** [Diversity Equity Inclusion (Racial Equity) 101 Webinar Training Part 2]

**A. Services:**

- Provide 2 sessions of city webinar format training, including registration logistics, pre- and post-survey administration, and participant workbooks.
- The webinar trainings will have the following learning objectives: Mitigating Bias through Emotional Intelligence, Intro to Intersectionality & Identity Development, and Practical applications of DEI and how to be part of the solution

**B. Deliverable:** Prepare and deliver two live, 90-minute trainings on Part 2 of a foundational racial equity training participants to recognize that they have a role, responsibility and an opportunity to cultivate diversity, equity and inclusion as foundational values. It will deepen understanding of how racial inequities are deep and pervasive in our institutions like the government.

**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: 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. 3: Foundational Racial Equity Training “Office Hour” Discussions**

**A. Services:** Provide participants of the webinar trainings a space to debrief the learning and ask ORE and/or The Justice Collective follow-up questions pertaining to the training received.

**B. Deliverable:** Four (4) live “office hour” discussions.

**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: 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: Chantel Khatchatourian	Phone No.: 925-487-9930
Department: CMO/Office of Racial Equity	E-mail: chantel.khatchatourian@sanjoseca.gov
Address: 200 E. Santa Clara St., 14 <sup>th</sup> 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>		
		<b>Yes Already Filed (Date Filed)</b>	<b>Yes Need to File</b>	<b>No</b>
<b><u>Consultant's Contract Manager</u></b>				
Name: Lena Carew	Phone No.: 510.343.9219	<b>X; Date pending</b>		
Address: 2348 Dashwood Ave. Oakland, CA 94605	E-mail: lena@thejusticecollective.org			
<b><u>Other Staffing</u></b>				
<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
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	\$ 62,000
2	<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	\$ 62,000
3	<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	\$ 6,000
	<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	\$
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 <b>not</b> 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:			\$
<b>Maximum Service Order Compensation</b> (sum of Parts 1 through 3):						<b>\$ 130,000</b>