

**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-002060

**2.** Approved Service Order No. 3

**3.** Consultant's Name: Learn IT, Inc ("Consultant")

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**4.** Project Name: Working Effectively on Teams: Turning Debate to Dialogue ("Project")

**5.** Project Location: 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 <b>unencumbered</b> amount in Master Agreement:	\$	311,200
b. <b>Maximum Service Order Compensation for this Approved Service Order:</b>	\$	1,850
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	309,350

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. 465-51-182930-4045

Fund: 465	Appn: 7750	RC: 182930	Amount: \$ 1,850
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____

**Authorized Signer:**

*Sharon Rodriguez*

Email: sharon.rodriguez@sanjoseca.gov  
Date: 03/21/2023 GMT

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**8. Division Analyst Approval:**

*Nathan Nakagawa*

Email: nathan.nakagawa@sanjoseca.gov  
Date: 03/21/2023 GMT

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**9. Consultant Approval:**

*critchie@learnit.com*

Email: critchie@learnit.com  
Date: 03/21/2023 GMT

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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.)

Approved as to Form:

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(Sr.) Deputy City Attorney

**11. City Director Approval:**



Email: kelli.parmley@sanjoseca.gov  
Date: 03/23/2023 GMT

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## 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:** Learn IT, Inc will provide the City with consulting services by facilitating a session on "Turning Debate to Dialogue" to Department of Transportation employees at the City of San Jose. This is submitted under the Master Agreement Section 1.1 Training and Organizational Development Services.

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**Task No. 1:** Facilitation of Training not to exceed \$1,850 at \$925 per hour

**A. Services:** The Consultant will prepare and facilitate a course on Turning Debate to Dialogue

**B. Deliverable:** The Consultant will provide the following to the City's Contract Manager:

- Meet with DOT HR staff to discuss the content of the course
- Deliver one course on Turning Debate to Dialogue
  - Employees will:
    - Explore ten most common archetypes of difficult behavior
    - Analyze the relationship value between values and difficult behavior
    - Prepare to respond to conflict by establishing a healthy environment
    - Learn to switch from debate to dialogue
  - Course will be provided in a two-hour Zoom session
  - 25 students preferred
- Provide registration management, evaluation, supplemental 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, 2023 \_\_\_\_\_.
- 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: Randi Perry	Phone No.: (408) 975-1434
Department: Human Resources	Email: randi.perry@sanjoseca.gov
Address: 200 E. Santa Clara Street, 4 <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>Consultant's Contract Manager</u>		<u>Required to File Form 700?</u>			
		Yes Already Filed (Date Filed)	Yes Need to File	No	
Name: Courtney Ritchie	Phone No.: 415-693-0250			<input checked="" type="checkbox"/>	
Address: 632 Commercial St, San Francisco, CA 94111, USA	Email: critchie@learnit.com				
<u>Other Staffing</u>					
<u>Name:</u>	<u>Assignment:</u>				<u>Email:</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	\$1,850
	<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:			\$0
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:			\$0
<b>Maximum Service Order Compensation</b> (sum of Parts 1 through 3):						<b>\$1,850</b>

# Learn IT SO 3 DOT

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