

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

Cover Page

1a. Intentionally Omitted **1b.** AC Contract No.: OC-002120

2. Approved Service Order No. 1

3. Consultant's Name: Aim Training Solutions dba Motivaim ("Consultant")

4. Project Name: Excel Training ("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.

7. Budget/Fiscal:

a. Current unencumbered amount in Master Agreement:	\$	320,000
b. Maximum Service Order Compensation for this Approved Service Order:	\$	9,600
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	310,400

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 **001-48-400100-4052** encumbered to pay for this Approved Service Order.

Fund: <u>001</u>	Appn: <u>0482</u>	RC: <u>400100</u>	Amount: \$ <u>9,600</u>
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____

Authorized Signature:

Date: _____

Carrie Rank

Email: carrie.rank@sanjoseca.gov
Date: 08/31/2022 GMT

8. Division Analyst Approval:

Date: _____

Randi Perry

Email: randi.perry@sanjoseca.gov
Date: 08/31/2022 GMT

9. Consultant Approval:

Date: _____

Elie Habib

Email: elie@motivaim.com
Date: 08/31/2022 GMT

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: _____

Jennifer Schembri
Email: jennifer.schembri@sanjoseca.gov
Date: 09/06/2022 GMT

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: Motivaim will provide the City with training services by facilitating two series of Excel training that are 3 sessions each. The Consultant will provide City employees with foundational and advanced knowledge of Excel by delivering a beginner and advanced Excel course. This is submitted under the Master Agreement Section 1.1.1 Training and Organizational Development Services.

Task No. 1: Course customization not to exceed 4 hours at \$200 per hour

- A. Services:** The Consultant will create and design two Excel courses: one for beginner level and one for advanced level
- B. Deliverable:** The Consultant will provide the following to the City's Contract Manager:
- Coordinate with HR to discuss the design of the training
 - Present a design to HR that incorporates feedback from a recent Excel course and Learning and Development Principles of Engagement
- 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 _____. [Fill in the second box if completion time for the task is contingent on completion of the prior task or an event.]

Task No. 2: Facilitation of a beginner Excel course

- A. Services:** The Consultant will deliver and facilitate a beginner level Excel course to City employees
- B. Deliverable:** The Consultant will provide the following to the City's Contract Manager:
- Deliver one series of beginner level Excel course divided into three parts
 - Series will accommodate up to 30 employees
 - Course will teach employees basic tools and skills of Excel
- 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 _____. [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: Facilitation of an advanced Excel course

A. Services: The Consultant will deliver and facilitate an advanced level Excel course to City employees

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

- Deliver one series of an advanced level Excel course divided into three parts
- Series will accommodate up to 30 employees
- Course will teach employees the advanced functions of Excel

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 _____.

[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: Evaluation not to exceed 2 hours at \$200 per hour

A. Services: The Consultant will support the City with feedback of the program to identify areas for improvement

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

- Attend after action review with HR staff
- Provide evaluation feedback from training delivery to HR 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, 2023 _____.
- 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: Randi Perry	Phone No.: (408) 975-1434
Department: Human Resources	Email: randi.perry@sanjoseca.gov
Address: 200 E. Santa Clara Street, 4 th Floor San Jose, CA 95133	

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: Elie Habib	Phone No.: (408) 229-3326			<u>X</u>
Address: PO Box 59783, San Jose, CA 95126	Email: elie@motivaim.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	\$ 800
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	\$ 4,200
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	\$ 4,200
4	<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	\$ 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):			\$ 9,600