

**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-002824
- 2.** Approved Service Order No. 1
- 3.** Consultant's Name: Winter Consulting, LLC. a California Corporation ("Consultant")
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- 4.** Project Name: Community Engagement for COVID-19 Community and Economic Task Force ("Project")
- 5.** Project Location: City of San José
- 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:	\$	500,000
b. Maximum Service Order Compensation for this Approved Service Order:	\$	39,000
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	461,000

- 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: 220Z_____ Amount: \$39,000_____

Fund: _____ Appn: _____ RC: _____ Amount: \$ _____

Fund: _____ Appn: _____ RC: _____ Amount: \$ _____

Date: _____

Authorized Signature:

Aurelia Bailey

Email: aurelia.bailey@sanjoseca.gov
Date: 11/29/2022 GMT

8. Division Analyst Approval:

John Castaneda

Email: john.castaneda@sanjoseca.gov
Date: 11/29/2022 GMT

9. Consultant Approval:

Corinne Winter

Email: corinne@winterconsultants.com
Date: 11/29/2022 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:
-

(Sr.) Deputy City Attorney

11. City Director Approval:

Nanci Klein

Email: nanci.klein@sanjoseca.gov
Date: 11/29/2022 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: The COVID-19 pandemic and economic crisis have intensified existing inequalities and the City's biggest challenge and opportunity is to create an equitable recovery to "build back better."

On March 16, 2021, the San José City Council approved the City Roadmap (Roadmap) for the Fiscal Year 2021-2022. The Roadmap includes "COVID-19 Pandemic: Community & Economic Recovery" as one of the City's eight Enterprise Priorities and includes seven specific initiatives: 1. Housing Stabilization 2. Re-Employment + Workforce Development 3. Small Business Recovery 4. Food + Necessities Distribution 5. Digital Equity 6. Child Care 7. Build Back Better + Recovery Task Force (policy initiative).

In September 2021, the City Council approved 55 organizations to the COVID-19 Recovery Task Force. The COVID-19 Recovery Task Force will play an important role in the recovery from the pandemic, particularly in engaging those who have been most impacted. The Task Force will be convened for no more than a year to work with the community to "think about the future" as it relates to strengthening and stabilizing families and small businesses. The Task Force has been meeting monthly and will review and analyze community input and develop recommended actions in September and October, with the final report to be submitted to the City Council in December 2022.

The Consultant will finalize the Community Engagement Plan, facilitate the remaining Community Engagement Committee meetings within the Task Force and support the final recommendations of the Task Force to the City Council.

Task No. 1: Outreach and Community Engagement Services

- A. Services:** Consultant facilitate the Community Engagement Committee and create Community Engagement report to include best practices to engage with and hear from Recovery Task Force members and San José communities (families, small businesses, and workers) who have been impacted by the pandemic. Consultant's report will show the evaluation of the community engagement process upon completion of the Task Force period.

Task 1.1: Community and Economic Recovery Task Force Meetings

Consultant will present to the Community and Economic Recovery Task Force of final community engagement report. Consultant will attend meetings of the COVID-19 Recovery Task Force till December 16, 2022.

Task 1.2: Community Engagement Advisory Committee Meetings

Consultant and City staff will convene a Community Engagement Committee, which will provide guidance on key aspects of the project. The Committee will be comprised of some Recovery Task Force members and some Community Leaders and address topics including, without limitation, policies, programs, and practices that support Community and Economic Recovery efforts. Consultant will facilitate and help organize monthly meetings of the Community Engagement Committee. For each meeting, Consultant will:

- Work with City staff to develop the purpose of the meeting and refine recommendations from the committees.
- Prepare materials for each meeting including PowerPoint presentations, staff report, handouts and other materials, and summary notes.
- Facilitate the meeting
- Provide staff assistance at each meeting for note taking, logistics, and other support

Task 1.3: Evaluation to include a final report of Engagement Activities

Upon completion of the Task Force engagement activities, Consultant will evaluate and develop a report on the engagement process to help the City understand more about methods for engaging the Task Force members and the overall community, including what worked and what could have gone better.

Besides the Community Engagement report, Consultant shall:

- Create materials and presentation of engagement results at Task Force meetings.
- Will incorporate and implement input on engagement report input from Lived Experience Group, Raimi and Associates and City staff.
- Create materials and slides for December Council meeting. Attendance at Council meeting if needed.

B. Deliverable: The Consultant will provide the following to the City's Contract Manager: Community Engagement Report ; memorandums summarizing the results of the community meetings and pop-up events; memorandums summarizing the results of Community and Economic Recovery Task Force Meetings and Community Engagement Advisory Committee Meetings; summary Evaluation of Engagement Activities reports

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: December_16, 2022_____.
- 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: Aurelia Bailey	Phone No.: 408-535-3898
Department: Office of the City Manager	Email: aurelia.bailey@sanjoseca.gov
Address: 200 E. Santa Clara Street, 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: Corinne Winter	Phone No.: 510-316-9049			<u>x</u>
Address: 2625 Alcatraz Av. #292, Berkeley CA 94705- 2702	Email: corinne@winterconsultants.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
	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input checked="" type="checkbox"/> Completion of Work	\$39,000
	<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	\$
	<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:	\$
Part 3 – Subconsultant Costs			
<input 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:	\$
Maximum Service Order Compensation (sum of Parts 1 through 3):			\$39,000