

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

Cover Page

1a. Intentionally Omitted **1b.** AC Contract No.: OC-002824-000

2. Approved Service Order No. 2

3. Consultant's Name: Winter Consulting, LLC. a California Corporation ("Consultant")
("Consultant")

4. Project Name: Community Stabilization and Opportunity Pathways Fund Commission ("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.

7. Budget/Fiscal:

a. Current unencumbered amount in Master Agreement:	\$	461,000
b. Maximum Service Order Compensation for this Approved Service Order:	\$	125,000
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	336,000

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: <u>001</u>	Appn: <u>222A</u>	Appn: <u>RC: 805</u>	Amount: \$125,000
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____




Authorized Signature:
Rachel Quirimit

Email: rachel.quirimit@sanjoseca.gov
Date: 03/08/2023 GMT

Date: _____

8. Division Analyst Approval:
John Castaneda



Email: john.castaneda@sanjoseca.gov
Date: 03/06/2023 GMT

9. Consultant Approval:
Corinne Winter



Email: corinne@winterconsultants.com
Date: 03/06/2023 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
Daniel Zazueta

Email: daniel.zazueta@sanjoseca.gov
Date: 03/09/2023 GMT

11. City Director Approval:
Nanci Klein

Nanci Klein

Email: nanci.klein@sanjoseca.gov
Date: 03/11/2023 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 Consultant will assist City staff with the administration of the newly created Community Stabilization and Opportunity Pathways Fund Commission (Commission), consisting of 13 voting members, one alternate, and one non-voting member. The role of the Commission is to guide decisions related to the Community Stabilization and Opportunity Pathways Fund (Fund), a community benefit of the Downtown West project. The initial workplan of the Commission includes assisting the City with the selection of a Third-party Fund Manager and preparation of a Five-Year Strategic Plan. The City intends to host regular Commission meetings every 2-3 months, with possible subcommittee meetings. All meetings of the Commission are subject to open government regulations, requiring public noticing, opportunities for public comment, and other measures. At this time, the assumption is that all meetings will be in-person with a virtual option for the public, requiring a hybrid set-up.

Task No. 1: Assistance with Commission Administration

A. Services: The consultant will assist the City with administering the Community Stabilization and Opportunity Pathways Fund Commission, including but not limited to the following services:

- attending up to 12 Commission meetings, including subcommittee meetings;
- emceeding the meetings, facilitating discussions and public comments, and taking notes;
- preparing meeting materials (see deliverables below);
- assisting with room set-up and Zoom management for in-person, virtual, and hybrid meetings;
- assisting with language access, such as: coordinating with vendors to provide translation and interpretation services, proofreading professional translations, translating communications into Spanish, facilitating break-out rooms in Spanish, and serving as the point-of-contact for Spanish-speaking Commission members; and
- other related tasks as needed, such as conversations with the Commission members.

B. Deliverable: For each meeting, the Consultant will provide the following to the City's Contract Manager:

- drafts of the meeting's Brown Act agenda
- annotated agenda for internal use
- presentation(s)
- email communications with the Commission members
- meeting minutes for publishing on the Clerk's website
- detailed meeting notes and summaries
- translated materials for Spanish-speaking commission members
- public communications, such as emails, website updates, social media posts, and press releases
- other materials as needed

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, 2025.
- On or before Business Days from _____.

Task No. 2: Coordination and Project Management

- A. Services:** In support of Task No. 1, the Consultant will coordinate internally and with City staff to manage the project. This task generally includes:
 - email and phone correspondence with staff
 - attending coordination meetings with City staff (averaging 30 minutes per week) to strategize and plan together on the workplan, meeting agendas, Commission and public communications, and related topics
 - participating in internal coordination meetings among Winter staff
- B. Deliverable:** As part of the coordination meetings with staff, the Consultant shall provide the following to the City’s Contract Manager:
 - agendas
 - notes
 - action items
- 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, 2025.
 - On or before Business Days from _____.

Task No. 3: Contingency

- A. Services:** In addition to the tasks listed above, the Consultant may also assist the City with supplemental public outreach and community engagement related to the Commission’s workplan. Potential outreach and engagement activities include but are not limited to: pop-ups, interviews, surveys, and focus groups. The contingency is also intended to cover any other unanticipated costs associated with administration of the Community Stabilization and Opportunity Pathways Fund Commission.
- B. Deliverable:** TBD
- 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, 2025.
 - 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: John Castaneda	Phone No.: 4085357635
Department: Office of Economic Development and Cultural Affairs	Email: john.castaneda@sanjoseca.gov
Address: 200 E. Santa Clara St. 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			X
Address: 2625 Alcatraz Av. #291, 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
1	<input checked="" type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$80,000
2	<input checked="" type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$25,000
3	<input checked="" type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$20,000
	<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 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):						\$ 125,000