

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

Cover Page

1a. Intentionally Omitted **1b.** AC Contract No.: OC-003117

2. Approved Service Order No. 06

3. Consultant's Name: Kelly Robinson, Inc. dba Coach to Discover ("Consultant")

4. Project Name: Community Engagement for Police Chief Recruitment ("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: | \$ | 210,070 |
| b. Maximum Service Order Compensation for this Approved Service Order: | \$ | 10,792.50 |
| c. New unencumbered balance in Master Agreement (7.a – 7.b): | \$ | 199,277.50 |

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) **001-41-000991-4052** and that such fund(s) will be encumbered to pay for this Approved Service Order.

| | | | |
|-------------|-------------|------------|---------------------|
| Fund: 001 | Appn: 0112 | RC: 000991 | Amount: \$10,792.50 |
| Fund: _____ | Appn: _____ | RC: _____ | Amount: \$ _____ |
| Fund: _____ | Appn: _____ | RC: _____ | Amount: \$ _____ |

Authorized Signer:

Jessica Lowry

Jessica Lowry

Email: jessica.lowry@sanjoseca.gov
Date: 03/05/2024 PST

8. Division Analyst Approval:

Aurelia Bailey

Aurelia Bailey

Email: aurelia.bailey@sanjoseca.gov
Date: 03/05/2024 PST

9. Consultant Approval:

Kelly Robinson 12/08/22

Email: coachtodiscover@gmail.com
Date: 03/04/2024 PST

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:

Jennifer Schembri
Jennifer Schembri

Email: jennifer.schembri@sanjoseca.gov
Date: 03/05/2024 PST

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: Consultant will facilitate community meetings to help inform the recruitment and selection process of the City's next Police Chief.

Task No. 1: Community Meetings (17.5 hours at \$571/hour, not to exceed \$9,992.50)

- A. **Services:** Facilitate six community meetings to help inform to help inform the recruitment process and selection process of the City's next Police Chief.
- B. **Deliverable:** The Consultant will facilitate one virtual and five in-person meetings. Consultant will be the lead facilitators of the meetings, which will include questions developed by the City 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: ____April 30, 2024____.
 - ☐ On or before ____ Business Days from ____.

Task No. 2: Planning Meetings (4 hours at \$200/hour, not to exceed \$800.00)

- A. **Services:** Consultant will conduct 2 planning meetings with staff in preparation to execute the meetings.
- B. **Deliverable:** The Consultant will work with staff to conduct planning meetings to review facilitation guidelines, roles, and responsibilities.
- 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: ____April 30, 2024____.
 - ☐ 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> | | |
|--|-------------------------------------|---------------|---|----------------------------|----------|
| <u>Consultant's Contract Manager</u> | | | Yes Already Filed (Date Filed) | Yes Need to File | No |
| Name: Kelly Robinson | Phone No. (510) 517-9226 | | | | <u>X</u> |
| Address: 118 Skelly, Hercules, CA 94547 | Email: coachtodiscover@gmail.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 type="checkbox"/> Completion of Task(s) | <input checked="" type="checkbox"/> Completion of Work | \$9,992.50 |
| 2 | <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 | \$800.00 |
| | <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 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): | | | | | | \$10,792.50 |