Service Order No. 2

Consultant: Metropolitan Planning Group

June 2023

Exhibit A Master City of San José Consultant Agreement

Approved Service Order Form (Non-Capital Projects) **Cover Page**

1a.	Intentionally Omitted	1b . A	C Contract No.:	33258	
2.	Approved Service Order No. 2				
3.	Consultant's Name: Metropolitan Planning Group ("Consultant"))			
4.	Project Name: Various Planning Projects ("Project")				
5.	Project Location: Citywide				
6.	The Consultant and the City will implement this Approved Service and Attachments "A" (Tasks), "B" (Terms and Conditions), and "Services) which are incorporated herein by references.				
7.	Budget/Fiscal:				
	a. Current unencumbered amount in Master Agreement:			\$	2,000,000.00
	b. Maximum Service Order Compensation for this Approve	d Service Orde	r:	\$	147,560.00
	c. New unencumbered balance in Master Agreement (7.a – 7.b):		\$	1,852,440.00
	 d. Appropriation Certification: I certify that an unexpended a Compensation is available in the following fund(s) and that so Order. 				
	Fund:001 Appn:222U	RC: _5886	31	Amount: \$	73,780
	Fund:001 Appn:222U Authorized Signature:	RC: _5786	32	Amount: \$_	73,780
	Kayla Do				
	Email: kayla.do@sanjoseca.gov Date: 06/09/2023 GMT				
				Date:	
8.	Division Analyst Approval: Email: kenneth.dekay@sanjoseca.go Date: 06/09/2023 GMT	th de Ka •	my		
				Date:	

Form Name: Master Consultant Agreement (Non-Capital Projects)
Exhibit A: Approved Service Order Form
Form File: 1348133_3/T-32026

City Attorney Approval Date: September 2022

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Service Order No. 2 Consultant: Metropolitan Planning Group June 2023

9.	Consultant Approval:	Heather Bradley Email: hbradley@m-group.us Date: 06/09/2023 GMT	
10.	Approval as to Form (City Attorney):		Date:
	☐ Service Order Form Approved by t	he Office of the City Attorney sation is \$100,000 or less, and the provisions of the se	ervice order form are not altered.)
		Johnny Phan	
11.	City Director Approval:	Email: chu.chang@sanjoseca.gov Date: 06/09/2023 GMT Chief Deputy City Attorney Email: chu.chang@sanjoseca.gov Date: 06/11/2023 GMT	Date:
			Date:

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Consultant: Metropolitan Planning Group

June 2023

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 provide temporary staffing services for Planning services.

Task No. 1: LEAP Grant Planner duties for the Five Wounds and Capital Caltrain Station Area Plan Projects.

A. Services:

Planner will be working in LEAP funded projects including Five Wounds Urban Village Update, Task 1 Project Management, Task 2 Community Outreach, Task 3 Plan Chapters, and Task 4 Draft and final plan. Planner may also work in LEAP funded Capitol Caltrain Station Area Plan, Task 1 Project Set up, Task 2 Issue identification & Vision; Task 3 Conceptual Plan Development; Task 4 Draft Plan Documents; Task 5 Final Plan Document.

- **B.** <u>Deliverable</u>: The Consultant will provide the following to the City's Contract Manager: Planner assignments as noted in Task 1 section A.
- **C.** <u>Completion Time</u>: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

\boxtimes	On or before the	following date: _	12/31/23	
	On or before	Business Days	from	

Task No. 2: Destination Home Planner duties

- **A. Services:** Advanced Planner duties including:
 - a. Review, process and expedite affordable housing planning applications, including Preliminary Review Applications with some component of Affordable Housing;
 - b. Draft quarterly updates and reports for grantor on application activity;
 - c. Respond to inquiries from affordable housing developers General land use and review process questions, Interpretation of GP policies H-2.9 and IP-5.12, Streamline review process (SB 35 and AB 2162)
 - d. Attend coordination meetings such as Housing Catalyst Team meetings, Housing Department coordination meetings
 - e. Track and review pending State legislation on Affordable Housing.
- **B.** <u>Deliverable</u>: The Consultant will provide the following to the City's Contract Manager: Planner assignments as noted in Task 2 section A.
- **C.** <u>Completion Time</u>: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

\boxtimes	On or before the following date:	12/31/23	
	On or before Business Days from	om	<u></u> .

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Attachment B: Terms and Conditions

<u>City's Contract Manager</u>: The City's contract manager for this Approved Service Order is:

Name: Charla Gomez & Ruth Cueto	Phone No.: 408-535-3555
Department: PBCE Planning Division	Email: Task 1: charla.gomez@sanjoseca.gov
	Task 2: Ruth.cueto@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."

		Required to	File Form 700?		
Consultant's Contract		Yes Already Filed (Date Filed)	Yes Need to File	No	
Name: Heather Bradley	Phone No.: 408- 340-5642 ex 103				<u>x</u>
Address: 51 E. Campbell Ave ste 1247, Campbell, CA 95009 Email: hbradley@m-group.us					
Other Staffing					
<u>Name</u> :	Assignment:	Email:			
1. Eric Roberts	Task 1 – Advanced Planner – 40 hrs/wk	eroberts@m-group.us	X (1/26/2023)		

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3.	<u>Subconsultants</u> : Whichever of the following is marked applies to this Approved Service Order:					
	\boxtimes	The Consultant can <i>not</i> use a	any subconsultants.			
		The Consultant can use the f required services and deliver		ts to assist i	in providing the	
		Subconsultan	t's Name	Are	ea of Work	
		1.				
4.	Approve then on Reimbu	ersable Expenses: If the Content Service Order states that the distribution of the expenses identified in Service Expenses unless the feet are set forth: In addition to the expenses in Agreement, the following expenses:	ne City will reimburse to bubsection 10.5.3 of the collowing box is marked dentified in Subsection	he Consulta e Master Ag I and addition 10.5.3 of the	ant for expenses, greement are onal reimbursable ne Master	
				· 		
		Additional Reim	ibursable Expense(s)	1	<u>Mark-up</u>	
		1				
		2				
		3				
_	the abo	estanding the foregoing, any ve table will be disregarded reimburse the Consultant f	I if the Compensation or any expenses.	n Table stat	tes that the City	
5.	Consult check o assigne	ound Check Confirmation: ant has conducted or caused f the Temporary Personnel se d employee(s) listed in this Ap ound Clearance Requirements	to be conducted a crin elected for this Approve pproved Service Order	ninal history ed Service (background Order and that the	
	of Backg	round Check:				
	il: hbradley@m-gro	ther Bradley pupus				
	e: Heathe Treasure	er Bradley er	Date			

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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 4				
Task Nos. from Attachment A	Basis of Comp	ensation	Invoice Period			Compensation		
Task 1	☐ Time & Materials	☐ Fixed Fee		☐ Completion of Task(s)	☐ Completion of Work	\$73,780.00		
Task 2	☑ Time & Materials	☐ Fixed Fee		☐ Completion of Task(s)	☐ Completion of Work	\$ 73,780.00		
	☐ Time & Materials	☐ Fixed Fee	☐ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$		
	☐ Time & Materials	☐ Fixed Fee	☐ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$		
Part 2 – Reimbursable Expenses								
No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.			☐ Expenses are separ	rately reimbursable in the maxim	um amount of:	\$0		
Part 3 – Subconsultant Costs								
Subconsultant costs are <i>not</i> separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.			☐ Subconsultant costs	s are separately compensable in	the maximum amount of:	\$0		
Maximum Service Order Compensation (sum of Parts 1 through 3): \$14					\$147,560.00			

Form Name: Master Consultant Agreement (Non-Capital Projects)

Exhibit E – Notice of Exercise of Option to Extend Agreement

Form/File No.: T-32026 3/