

Rent Stabilization Board
Legal Unit

DATE: December 16, 2021
TO: Honorable Members of the Rent Stabilization Board
FROM: Matt Brown, General Counsel *(MB)*
SUBJECT: Recommendation to adopt Resolution 21-32 authorizing the Executive Director to modify the existing contract with It's Personnel Consulting, LLC to add \$10,980 for the current fiscal year.

Recommendation

That the Board adopt Resolution 21-32 authorizing the Executive Director to execute a contract modification with It's Personnel Consulting in an additional amount not to exceed \$10,980 (bringing the contract total to \$40,980).

Background and Need for Rent Stabilization Board Action

In July of 2021 the Rent Stabilization Board authorized the Acting Executive Director to execute a contract with the Rebecca Burnside of It's Personnel Consulting (Contractor) to provide recruitment services for the placement of a new Executive Director for a total amount not to exceed \$30,000. The Board Chair worked with the Office of Human Resources and former HR Director LaTanya Bellow to secure the services of Contractor.

Contractor faithfully executed the terms of the contract and the Board hired DeSeana Williams as the new Executive Director following a national search for qualified candidates. After Contractor indicated that she had exceeded the amount initially bid for her services, I contacted LaTanya Bellow (now a Deputy City Manager) to inquire as to how common it was for these types of contracts to go over budget. She explained that they often go over budget particularly for searches that require national outreach. She also mentioned that the City has two current executive recruitments and both contracts are at or exceed \$40,000.

Contractor subsequently sent a letter detailing the reasons she exceeded her initial estimate; namely: 1. Several meetings with employees and managers to engage them in the process; 2. Meetings with the Personnel Committee and full Board; 3. More intense statewide and national outreach; 4. More focus on shepherding final interview process, involvement with negotiations, conducting reference checks, and other on-boarding issues; and 5. Drafting oral board and final interview assessments and scorecards. In short, Contractor notes that the recruitment was more similar to "City Manager or Police Chief recruitments, which normally incur higher fees in the

\$40,000 - \$50,000 range.” (See 12/9/21 letter from Contractor)

Contractor exceeded the initial amount in the contract by approximately \$10,980. I have reviewed all the invoices and trust that Contractor fairly billed for the work performed. Therefore, I recommend that the Board modify the contract to allow for an extra \$10,980 to be added to it (total contract amount not to exceed \$40,980).

Financial Impact

The Board has sufficient funds in its FY 2021/22 uncommitted reserve to allocate an additional \$10,980 for a contract modification with It's Personnel Consulting.

Name and Telephone Number of Contact Person

Matt Brown, General Counsel (510) 981-7368

Attachments:

1. Current Personal Services Contract with It's Personnel
2. Letter from Rebecca Burnside providing justification for increased amount billed
3. Proposed Resolution 21-32

PERSONAL SERVICES CONTRACT

THIS CONTRACT is between the CITY OF BERKELEY RENT BOARD (“BOARD”), an agency Charter City organized and existing under the laws of the State of California, and DBA It’s Personnel (“Contractor”), an independent contractor doing business at 1545 Broadway, #305, San Francisco, CA 94109, who agree as follows:

1. **SCOPE OF SERVICES**

Contractor agrees to perform all services described in Exhibit A, in accordance with its stated terms and conditions. Exhibit A is attached to and made a part of this Contract.

2. **PAYMENT**

For services referred to in Section 1, Board will pay Contractor a total amount not to exceed \$30,000. Board shall make payments to Contractor in accordance with the provisions described in Exhibit B, which is attached to and made a part of this Contract.

3. **TERM**

a. This Contract shall begin on July 26, 2021 and end on June 30, 2022. The Executive Director of the Board may extend the term of this Contract by giving written notice.

b. Either party may terminate this Contract for default upon five (5) days’ written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Contract in a timely manner. Board may terminate this Contract at its convenience and without cause upon thirty (30) days written notice to Contractor. Except as provided in this Contract, in no event shall Board be liable for costs incurred by or on behalf of Contractor after the effective date of a notice of termination.

c. A written notice is deemed served when a party sends the notice in an envelope addressed to the other party to this Contract and deposits it with the U.S. Postal Service, first class mail, postage prepaid. For purposes of this Contract, all notices to Board shall be addressed as follows:

Executive Director
City of Berkeley
2001 Center Street
Berkeley, California 94704

For purposes of this Contract, all notices to Contractor shall be addressed as follows:

Rebecca Burnside
IT’s Personnel
1545 Broadway, #305
San Francisco, California 94109

d. If Board terminates this Contract for convenience before Contractor completes the services in Exhibit A, Contractor shall then be entitled to recover its costs expended up to that point plus a reasonable profit, but no other loss, cost, damage, expense or liability may be claimed, requested or recovered.

4. INDEMNIFICATION

Contractor, for itself and its heirs, successors and assigns, agrees to release, defend, indemnify and hold harmless Board, its officers, agents, volunteers and employees from and against any and all claims, demands, liability, damages, lawsuits or other actions, including, but not limited to, personal injury or death or property damage arising out of or in any way connected with Contractor's operations under this Contract, or with the performance of this Contract by Contractor or its officers, employees, partners, directors, subcontractors or agents.

5. INSURANCE

a. Contractor shall maintain at all times during the performance of this Contract a commercial general liability insurance policy with a minimum occurrence coverage in the amount of \$1,000,000 (one million dollars); an automobile liability insurance policy in the minimum amount of \$1,000,000 (one million dollars); and, if any licensed professional performs services under this contract, a professional liability insurance policy in the minimum amount of \$1,000,000 to cover any claims arising out of Contractor's performance of services under this Contract. All insurance, except professional liability, shall name the Board, its officers, agents, volunteers and employees as additional insureds and shall provide primary coverage with respect to the Board.

All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty (30) days written notice to the Board's Contract Administrator; 2) be evidenced by the original Certificate of Insurance, specifying the required coverage and the insurance carrier's standard additional insured form endorsement; and 3) be approved as to form and sufficiency by the Board's Contract Administrator. **The original insurance certificates and all extensions to the insurance certificates should be sent to the address identified below.**

b. If the commercial general liability insurance referred to above is written on a Claims Made Form then, following termination of this Contract, coverage shall survive for a period of not less than five years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Contract.

c. If Contractor employs any person, it shall carry workers' compensation and employer's liability insurance and shall provide a certificate of insurance to the Board. The workers' compensation insurance shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance except upon thirty (30) days written notice to the Board's Contract Administrator; 2) provide for a waiver of any right of subrogation against Board to the extent permitted by law; and 3) shall be approved as to form and sufficiency by the Contract Administrator.

d. Contractor shall forward all insurance documents to:

Department Name: Lief Bursell

Department Address: Berkeley Rent Stabilization Board

Department Address: 2125 Milvia Street, Berkeley CA 94704

6. **CONFORMITY WITH LAW AND SAFETY**

a. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, and all other applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall release, defend, indemnify and hold harmless Board, its officers, agents, volunteers and employees from any and all damages, liability, fines, penalties and consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

b. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the Board's Executive Director by telephone. If any accident occurs in connection with this Contract, Contractor shall promptly submit a written report to Board, in such form as the Board may require. This report shall include the following information: 1) name and address of the injured or deceased person(s); 2) name and address of Contractor's subcontractor, if any; 3) name and address of Contractor's liability insurance carrier; and 4) a detailed description of the accident, including whether any of Board's equipment, tools or materials were involved.

c. If a release of hazardous materials or hazardous waste that cannot be controlled occurs in connection with the performance of this Contract, Contractor shall immediately notify the Berkeley Police Department and the City's Health Protection office.

d. Contractor shall not store hazardous materials or hazardous waste within the City of Berkeley without a proper permit from the City.

7. **SAFETY DATA SHEETS**

a. To comply with the City's Hazard Communication Program, Contractor agrees to submit Safety Data Sheets (SDS) for all "hazardous substances" Contractor intends to use in the performance of work under this Contract in any City facility. "Hazardous substances" are defined as those substances so designated by the Director of Industrial Relations pursuant to the Hazardous Substances Information and Training Act (Labor Code sec. 6360 *et seq.*). The SDS for all products must be submitted to the City before commencing work. The SDS for a particular product must be reviewed and approved by the City's Risk Manager before Contractor may use that product.

b. City will inform Contractor about hazardous substances to which it may be exposed while on the job site and protective measures that can be taken to reduce the possibility of exposure.

8. **OWNERSHIP OF DOCUMENTS**

a. When this Contract is terminated, Contractor agrees to return to Board all documents, drawings, photographs and other written or graphic material, however produced, that it received from Board, its contractors or agents, in connection with the performance of its services under this Contract. All materials shall be returned in the same condition as received.

b. Contractor grants Board a royalty-free, exclusive and irrevocable license to reproduce, publish, use and to authorize others to do so, all original computer programs, writing, sound recordings, pictorial reproductions, diagrams, charts, computations, drawings

and other works of similar nature produced in the course of the performance of this Contract. Contractor shall not publish any such material without the prior written agreement of the Board.

c. With the prior written approval of Board's Project Manager, Contractor may retain and use copies of its work for reference and as documentation of its experience and capabilities.

9. **NON-DISCRIMINATION**

Contractor hereby agrees to comply with the provisions of Berkeley Municipal Code ("B.M.C.") Chapter 13.26 as amended from time to time. In the performance of this Contract, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation or AIDS.

b. Contractor shall permit the City access to records of employment, employment advertisements, application forms, EEO-1 forms, affirmative action plans and any other documents which, in the opinion of the City, are necessary to monitor compliance with this non-discrimination provision. In addition, Contractor shall fill-out, in a timely fashion, forms supplied by the City to monitor this non-discrimination provision.

10. **INDEPENDENT CONTRACTOR**

a. Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs the services required of Contractor by the terms of this Contract. Contractor shall be liable for its acts and omissions, and those of its employees and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between Board and Contractor.

b. Direction from Board regarding the subject of this Contract shall be construed as providing for direction as to policy and the result of Contractor's Work only and not as to the means or methods by which such a result is obtained.

c. Except as expressly provided in this Contract, nothing in this Contract shall operate to confer rights or benefits on persons or entities not party to this Contract.

d. Payment of any taxes, including California Sales and use Taxes, levied upon this Contract, the transaction, or the services or goods delivered pursuant hereto, shall be the obligation of Contractor.

11. **CONFLICT OF INTEREST PROHIBITED**

a. In accordance with Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64, neither Contractor nor any employee, officer, director, partner or member of Contractor, or immediate family member of any of the preceding, shall have served as an elected officer, an employee, or a City board, committee or commission member, who has directly or indirectly influenced the making of this Contract.

b. In accordance with Government Code section 1090 and the Political Reform Act, Government Code section 87100 *et seq.*, no person who is a director, officer, partner, trustee, employee or consultant of the Contractor, or immediate family member of any of the

preceding, shall make or participate in a decision made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Contractor.

c. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code section 87100 *et seq.*, its implementing regulations, manuals and codes, Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64.

12. **NUCLEAR FREE BERKELEY**

Contractor agrees to comply with B.M.C. Chapter 12.90, the Nuclear Free Berkeley Act, as amended from time to time.

13. **OPPRESSIVE STATES CONTRACTING PROHIBITION**

a. In accordance with Resolution No. 59,853-N.S., Contractor certifies that it has no contractual relations with, and agrees during the term of this Contract to forego contractual relations to provide personal services to, the following entities:

- (1) The governing regime in any Oppressive State.
- (2) Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- (3) Any individual, firm, partnership, corporation, association, or any other commercial organization, and including parent-entities and wholly-owned subsidiaries (to the extent that their operations are related to the purpose of its contract with the City), for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

b. For purposes of this Contract, the Tibet Autonomous Region and the provinces of Abo, Kham, and U-Tsang shall be deemed oppressive states.

c. Contractor's failure to comply with this section shall constitute a default of this Contract and City may terminate this Contract pursuant to Section 3. In the event that the City terminates Contractor due to a default under this provision, City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

14. **SANCTUARY CITY CONTRACTING**

Contractor hereby agrees to comply with the provisions of the Sanctuary City Contracting Ordinance, B.M.C. Chapter 13.105. In accordance with this Chapter, Contractor agrees not to provide the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security with any Data Broker or Extreme Vetting Services as defined herein:

a. "Data Broker" means either of the following:

- i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;

- ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. “Extreme Vetting” means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include:
 - i. The City’s computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.

15. **RECYCLED PAPER FOR WRITTEN REPORTS**

If Contractor is required by this Contract to prepare a written report or study, Contractor shall use recycled paper for said report or study when such paper is available at a cost of not more than ten percent more than the cost of virgin paper, and when such paper is available at the time it is needed. For the purposes of this Contract, recycled paper is paper that contains at least 50% recycled product. If recycled paper is not available, Contractor shall use white paper. Written reports or studies prepared under this Contract shall be printed on both sides of the page whenever practical.

16. **BERKELEY LIVING WAGE ORDINANCE**

a. Contractor hereby agrees to comply with the provisions of the Berkeley Living Wage Ordinance, B.M.C. Chapter 13.27. If Contractor is currently subject to the Berkeley Living Wage Ordinance, as indicated by the Living Wage Certification form, attached hereto, Contractor will be required to provide all eligible employees with City mandated minimum compensation during the term of this Contract, as defined in B.M.C. Chapter 13.27, as well as comply with the terms enumerated herein. Contractor expressly acknowledges that, even if Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with City may subject Contractor to the requirements under B.M.C. Chapter 13.27 in subsequent contracts.

b. If Contractor is currently subject to the Berkeley Living Wage Ordinance, Contractor shall be required to maintain monthly records of those employees providing service under the Contract. These records shall include the total number of hours worked, the number of hours spent providing service under this Contract, the hourly rate paid, and the amount paid by Contractor for health benefits, if any, for each of its employees providing services under the Contract. These records are expressly subject to the auditing terms described in Section 17.

c. If Contractor is currently subject to the Berkeley Living Wage Ordinance, Contractor shall include the requirements thereof, as defined in B.M.C. Chapter 13.27, in any and all subcontracts in which Contractor engages to execute its responsibilities under this Contract. All subcontractor employees who spend 25% or more of their compensated time engaged in work directly related to this Contract shall be entitled to a living wage, as described in B.M.C. Chapter 13.27 and herein.

d. If Contractor fails to comply with the requirements of this Section, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Contractor's failure to comply with this Section shall constitute a material breach of the Contract, upon which City may terminate this Contract pursuant to Section 3. In the event that City terminates Contractor due to a default under this provision, City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

In addition, at City's sole discretion, Contractor may be responsible for liquidated damage in the amount of \$50 per employee per day for each and every instance of an underpayment to an employee. It is mutually understood and agreed that Contractor's failure to pay any of its eligible employees at least the applicable living wage rate will result in damages being sustained by the City; that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damage set forth herein is the nearest and most exact measure of damage for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Contractor's breach. City may deduct any assessed liquidated damages from any payments otherwise due Contractor.

17. BERKELEY EQUAL BENEFITS ORDINANCE

a. Contractor hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29. If Contractor is currently subject to the Berkeley Equal Benefits Ordinance, as indicated by the Equal Benefits Certification form, attached hereto, Contractor will be required to provide all eligible employees with City mandated equal benefits, as defined in B.M.C. Chapter 13.29, during the term of this contract, as well as comply with the terms enumerated herein.

b. If Contractor is currently or becomes subject to the Berkeley Equal Benefits Ordinance, Contractor agrees to provide the City with all records the City deems necessary to determine compliance with this provision. These records are expressly subject to the auditing terms described in Section 17 of this contract.

c. If Contractor fails to comply with the requirements of this Section, City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Contractor's failure to comply with this Section shall constitute a material breach of the Contract, upon which City may terminate this contract pursuant to Section 3. In the event the City terminates this contract due to a default by Contractor under this provision, the City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

In addition, at City's sole discretion, Contractor may be responsible for liquidated damages in the amount of \$50.00 per employee per day for each and every instance of violation of this Section. It is mutually understood and agreed that Contractor's failure to provide its employees with equal benefits will result in damages being sustained by City; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Contractor's breach. City may deduct any assessed liquidated damages from any payments otherwise due Contractor.

18. **AUDIT**

Pursuant to Section 61 of the Berkeley City Charter, the City Auditor's Office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. In the event of such audit, Contractor agrees to provide the City Auditor with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the Auditor's Office. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

19. **SETOFF AGAINST DEBTS**

Contractor agrees that City may deduct from any payments due to Contractor under this Contract any monies that contractor owes City under any ordinance, contract or resolution for any unpaid taxes, fees, licenses, unpaid checks or other amounts.

20. **CONFIDENTIALITY OF INFORMATION**

Contractor understands and agrees that, in the performance of the services under this Contract or in the contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by Board and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Board. Contractor agrees that all information disclosed by Board to Contractor shall be held in confidence and used only in performance of the Contract. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent consultant would use to protect its own proprietary data.

21. **PREVAILING WAGES**

Certain labor categories under this contract may be subject to prevailing wages as identified in the State of California Labor Code commencing with Sections 1720 et. seq. and 1770 et. seq. These labor categories, when employed for any "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," constitute a "Public Work" within the definition of Section 1720(a)(1) of the California Labor Code requiring payment of prevailing wages. In performing its obligations under this contract, Contractor is solely responsible to determine which, if any, of the work is governed by a labor category pursuant to California Labor Code sections 1720 et. seq. and 1770 et. seq. and pay the pertinent prevailing wage. Contractor shall defend, indemnify and hold harmless Board concerning any liability arising out of Labor Code section 1720 et. seq. and 1770 et. seq.

22. **GOVERNING LAW**

This Contract shall be deemed to have been executed in Alameda County. The formation, interpretation and performance of this Contract shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Contract shall be in Alameda County, California.

23. **AMENDMENTS**

The terms and conditions of this Contract shall not be altered or otherwise modified except by a written amendment to this Contract executed by Board and Contractor.

24. **ENTIRE CONTRACT**

a. The terms and conditions of this Contract, all exhibits attached and any documents expressly incorporated by reference represent the entire Contract between the parties with respect to the subject matter of this Contract. This Contract shall supersede any and all prior contracts, oral or written, regarding the subject matter between Board and Contractor. No other contract, statement, or promise relating to the subject matter of this Contract shall be valid or binding except by a written amendment to this Contract.

b. If any conflicts arise between the terms and conditions of this Contract and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Contract shall control.

25. **SEVERABILITY**

If any part of this Contract or the application thereof is declared invalid for any reason, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision or application, and to this end the provisions of this Contract are declared to be severable.

26. **WAIVER**

Failure of Board to insist on strict performance shall not constitute a waiver of any of the provisions of this Contract or a waiver of any other default of Contractor.

27. **ASSIGNMENT**

Contractor may not assign this Contract without the prior written consent of the City, except that Contractor may assign its right to any money due or to become due hereunder.

28. **EFFECT ON SUCCESSORS AND ASSIGNS**

This Contract shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

29. **CONSULTANTS TO SUBMIT STATEMENTS OF ECONOMIC INTEREST**

The City's Conflict of Interest Code, Resolution No. 60,788-N.S., as amended, requires consultants who make a governmental decision or act in a staff capacity as defined in 2 Cal. Code of Regs. §18700, as amended from time to time, to disclose conflicts of interest by filing a Statement of Economic Interest (Form 700). Consultants agree to file such statements with the City Clerk at the beginning of the contract period and upon termination of the Contractor's service.

30. **SECTION HEADINGS**

The sections and other headings of this Contract are for convenience of reference only and shall be disregarded in the interpretation of this Contract.

31. **CITY BUSINESS LICENSE, PAYMENT OF TAXES, TAX I.D. NUMBER**

Contractor has obtained a City business license as required by B.M.C. Chapter 9.04, and its license number is written below; or, Contractor is exempt from the provisions of

B.M.C. Chapter 9.04 and has written below the specific B.M.C. section under which it is exempt. Contractor shall pay all state and federal income taxes and any other taxes due. **Contractor certifies under penalty of perjury that the taxpayer identification number written below is correct.**

Business License Number BL-013708

B.M.C. § N/A

Taxpayer ID Number 46-2988366

IN WITNESS WHEREOF, Board and Contractor have executed this Contract as of the date first mentioned above.

CITY OF BERKELEY

By: _____
Matt Brown, Acting Executive Director

Approved as to form
By Board's Legal Unit

Registered on behalf
of the City Auditor by: _____
Finance Department

Lynn Wu, Staff Attorney

Attest by: _____
City Clerk

CONTRACTOR

Printed Name: _____

By: _____

Title: _____

Tax Identification # _____

Berkeley Business License # _____

Incorporated: Yes No

Certified Woman Business Enterprise: Yes No

Certified Minority Business Enterprise: Yes No

If yes, state ethnicity: _____

Certified Disadvantaged Business Enterprise: Yes No

EXHIBIT A

SCOPE OF SERVICES

To provide recruitment services for the placement of a new Executive Director. The recruitment will commence within two weeks of the execution of the contract. The tentative timeline for recruitment will be as follows:

To provide recruitment services for the placement of a new Executive Director. The recruitment will commence within two weeks of the execution of the contract. The tentative timeline for recruitment will be as follows:

Activity	Conducted By	Date
Initial Phone Call	It's Personnel	July 26, 2021
Candidate Profile	It's Personnel	July 26, 2021
Client Review	Board	July 30, 2021
Brochures to Print	It's Personnel	August 4, 2021
Ad Placement and Outreach	It's Personnel	August 4, 2021-August 27, 2021
Recruitment Close	It's Personnel	Continuous/first review August 28
Review Resumes	It's Personnel	August 28-August 31, 2021
Phone Interviews	It's Personnel	August 30-Sept. 3, 2021
Recommended Finalist meetings	It's Personnel	September 8, 2021
Panel Interviews	It's Personnel	September 15, 2021
Board Finalist Interviews	Board	September 23, 2021
Job Offer	TBD	September 24, 2021
Reference Check	It's Personnel	September 30 – October 1, 2021
Candidate Appointment	City	October 2021

EXHIBIT B

PAYMENT

For services referred to in this Contract, the Board will pay Contractor a total amount not to exceed \$30,000.

Contractor will submit invoices monthly or bi-monthly depending upon the amount of work that was done during that period of time.

Invoices: Invoices must be fully itemized and provide sufficient information for approving payment and audit. Any reimbursement for expenses for conducting the recruitment, such as photocopying, printing, mileage, supplies for oral board, food for oral board, etc., will be accompanied by receipt for these services and will be itemized on the invoice.

Invoices shall reference contract number and project title and shall be sent to (via mail or electronically)

City of Berkeley
Rent Stabilization Board
Attn: Aimee Mueller
2001 Center Street
Berkeley, CA 94704

amueller@cityofberkeley.info

Contractor will to charge for these services will be invoiced on an hourly basis as follows:

Rebecca Burnside	\$275/hour
Barbara Hanna	\$125/hour
HR Analyst	\$125/hour

The Board will cover all expenses for conducting the recruitment, such as photocopying, printing, mileage, supplies for oral board, food for oral board, etc.

December 9, 2021

Matt Brown
General Counsel
Rent Stabilization Board
2001 Center Street
Berkeley, CA 94704

IT'S PERSONNEL
Strategic Human Resources Services
www.itspersonnel.com

Dear Matt:

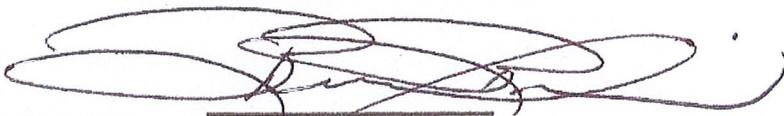
You asked me to provide further detail as to why the professional services agreement exceeded our initial estimate of \$30,000. Now that the matter has concluded, the total expenditures for the contract totalled \$40,978.75.

This overage was the result of some factors that were not expected at the time of the contract. These factors are not typical for a recruitment for this type of position, but I think the more engaged process translated into a better process for the organization. For example, the recruitment required several meetings with the employees and managers to glean their interests and engage them in the process. Second, I attended several meetings with the Personnel Committee and the entire Board. Third, the position required more intense outreach, due the limited pool, and it required a statewide and even national outreach. Fourth, I conducted work on phases that are often outside of the more process, such as shepherding the final interview process, involvement in negotiations, conducting reference checks, and engaging in other on-boarding processes. Fifth, I also drafted the oral board and the final interview assessments and scorecards. The recruitment's dimensions were more typical in what I see in City Manager or Police Chief recruitments, which normally incur higher fees in the \$40,000-\$50,000 range. Some recruitments of that size and nature can be higher than that.

I truly believe these extra efforts translated into a process that gleaned the best candidate pool we could. I also think the employee engagement will pay dividends in helping the new Executive Director be successful in her role.

I thoroughly enjoyed working with you, the employees, and the Board in this process. I am so thrilled with the results of the recruitment. I am obviously happy to answer any questions that you have and provide any further insights you feel necessary.

Very truly yours,



Rebecca Burnside
IT'S PERSONNEL CONSULTING

RESOLUTION 21-32

**AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT
MODIFICATION WITH IT'S PERSONNEL CONSULTING THROUGH JUNE 30, 2022,
IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$10,980**

BE IT RESOLVED by the Rent Stabilization Board of the City of Berkeley as follows:

WHEREAS, in July of 2021, the Board hired Rebecca Burnside of It's Personnel Consulting ("Contractor") to provide recruitment services for the placement of a new Executive Director for an amount not to exceed \$30,000; and

WHEREAS, Contractor faithfully executed her duties pursuant to the contract and the Board subsequently hired DeSeana Williams as the new Executive Director; and

WHEREAS, Contractor subsequently provided invoices that exceeded the original contract of \$30,000; and

WHEREAS, Contractor provided a letter to Board's General Counsel indicating the reasons she exceeded the original amount; namely: 1. Several meetings with employees and managers to engage them in the process; 2. Meetings with the Personnel Committee and full Board; 3. More intense statewide and national outreach; 4. More focus on shepherding final interview process, involvement with negotiations, conducting reference checks, and other on-boarding issues; and 5. Drafting oral board and final interview assessments and scorecards; and

WHEREAS, Contractor relayed that this search more closely approximated one for a City Manager or Police Chief which normally incur fees in the \$40,000 - \$50,000 range; and

WHEREAS, the Board's General Counsel conferred with the former HR Director who assisted with bringing Contractor in for services, and she confirmed that these searches frequently go over the amount initially budgeted; and

WHEREAS, the Board's General Counsel has reviewed all invoices and trusts that Contractor fairly billed for the work performed.

RESOLUTION 21-32

**AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT
MODIFICATION WITH IT'S PERSONNEL CONSULTING THROUGH JUNE 30, 2022,
IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$10,980 (Page 2)**

NOW, THEREFORE, BE IT RESOLVED that the City of Berkeley Rent Stabilization Board hereby authorizes the executive director to execute a contract modification with It's Personnel Consulting through June 30, 2022, in an amount not to exceed \$10,980 (total contract amount not to exceed \$40,980).

Dated: December 16, 2021

Adopted by the Rent Stabilization Board of the City of Berkeley by the following vote:

YES:

NO:

ABSTAIN:

ABSENT:

Leah Simon-Weisberg, Chair
Rent Stabilization Board

Attest: _____
Matt Brown, General Counsel