

ADMINISTRATIVE ACTION FORM

Contact Person: Stephen WadeDate: 2/14/2023Department/Division: Administration - ADMNDocument #: 51034Document Type: Contract/Agreement

Council Approval Required? Result of Bid Event? No

C&P No

Legal No

Category/Subcategory: 007 Contracts and Amendments / 005 Professional ServicesSubject: Path to Innovations Methodology to Addresses Challenges with HomelessnessSecond Party: Sylver Consulting, LLCStart Date: _____ CIP Project: No IT Impact: NoEnd Date: 09/30/2023 Project #: _____Requested Action: Approve and Execute Document Open Record Exception: No

Financial Implications

Financial Impact: Yes Included in Budget: Yes Bond Funded: NoTotal Contract Cost: 76080.00 One-Time Cost: 76080.00 On-going/Annual Cost: 0

Financial Summary

Non-departmental funded per Budget Division. Vendor to charge by the hourly rate noted in Exhibit A.

*See page 2 for accounting unit/project/activity information

Description

See the attached Prior Authorization Form regarding the City's partnership with Bloomberg Harvard Leadership Initiative and the Innovation Track. Consultant to help address homelessness in the Topeka community. City Leadership is currently using this consultant's proprietary approach to address challenges with economic development. Competitive sourcing is precluded because of the existence of this proprietary approach, which necessitates a sole source partnership between the City and the consultant.

Form Approval Routing

Department Director	<u>Stephen Wade</u>	2/14/2023
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Contracts & Procurement	<u>Kathleen Burrows</u>	2/15/2023	<u>Virginia Bockwitz</u>
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Legal	<u>Mary J M</u>	2/17/2023
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Finance	<u>Pachette Mathews</u>	2/15/2023	<u>Kristin Ready</u>
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City Clerk	<u>Brenda Younger</u>	2/20/2023	<u>Keya Downing</u>
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Funding DetailsProject# /Activity # 0Accounting Unit: 1010909105Account: 53100Funding Allocation 76080.00

Project# /Activity # _____

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Account: _____

Funding Allocation _____

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Project# /Activity # _____

Accounting Unit: _____

Account: _____

Funding Allocation _____



This agreement is entered on 2/20/2023 by and between the City of Topeka, Kansas, a municipal corporation, hereinafter referred to as the City and **Sylver Consulting, LLC**, hereinafter referred to as the Consultant.

WITNESSETH:

Whereas, the City did solicit a proposal for **addressing homelessness in the Topeka community with the Path to Innovation methodology** for the City of Topeka, and;

Whereas, the Consultant desires to provide such services, as hereinafter agreed to which proposal is the selected proposal and is attached hereto as **EXHIBIT A** and incorporated by reference as if fully set forth herein.

1. PRICE

The Consultant shall perform all work in accordance with the terms, conditions, and specifications as contained in the proposal and solicitation. The agreed price and payment terms under this Contract is shown on **EXHIBIT A**. The City will pay the Consultant the contract price upon delivery, acceptance, presentation of invoice, and compliance with all procedures of the Department of Administrative and Financial Services.

2. TERM OF AGREEMENT

This agreement shall become effective upon the date indicated above and shall remain in effect through **September 30, 2023** or until project completion and the City's acceptance of the deliverables identified in Exhibit A, whichever comes first. This agreement may be amended by written agreement of both parties.

3. TIME OF ESSENCE

It is agreed by and between the parties that time and punctuality are essential elements of this contract and that the parties will perform the obligations assumed by them as and when provided by the terms of the proposal.

4. AGREEMENT WITH KANSAS LAW

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

5. INDEMNIFICATION

Contractor hereby agrees to fully indemnify and hold harmless Owner and any of its departments, divisions, agencies, officers, employees and elected officials from all loss, damage, cost, or expenses specifically including attorneys' fees and other expenses of litigation incurred by or on behalf of the Owner and any of its officers, employees or elected officials arising out of Contractor's negligent performance of Services under this Agreement. Contractor specifically agrees that this duty to indemnify and hold harmless will apply to the following:

- A. Claims, suits, or action of every kind and description when such suits or actions arise from the alleged negligent acts, errors, or omissions of the Contractor, its employees, agents, or subcontractors.
- B. Injury or damages received or sustained by any party because of the negligent acts, errors, or omissions of the Contractor, its employees, agents, or subcontractors.

6. TERMINATION DUE TO LACK OF FUNDING APPROPRIATION

If, in the judgment of the City Manager, sufficient funds will not be available to continue the functions performed in this agreement and for the payment of the charges hereunder, the City may terminate this agreement at the end of its current fiscal year. City agrees to give written notice of termination to Consultant at least 30 days prior to the end of its current fiscal year. City will pay to the Consultant all regular contractual payments incurred through the end of such fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the City or the Consultant.

7. TERMINATION FOR CONVENIENCE

The Director of Contracts & Procurement or designee may terminate performance of work under this contract in whole or in part whenever the Director determines that the termination is in the best interest of the City. In the event of termination, the Director or designee shall provide the Consultant written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Consultant shall continue to perform any part of the work that may not have been terminated by the notice.

8. TERMINATION FOR CAUSE

This Agreement may be terminated for cause by either party upon thirty (30) days written notice. Notice of termination for cause shall only occur after the breaching party has been notified of the breach in writing and has failed to cure such defect within thirty (30) days. The Consultant shall only be entitled to compensation to the extent of actual work performed. In the event Consultant terminates the Agreement prior to having earned all monies paid in the initial progress payment, the Consultant within thirty (30) days refund the balance of said progress payment to the City.

9. TERMINATION FOR PERFORMANCE

If Consultant materially defaults in the performance of any of its duties or obligations under this Agreement which default is not substantially cured within thirty (30) days after written notice is given to the Consultant specifying the default, or, with respect to those defaults which cannot reasonably be cured within thirty (30) days, if the Consultant fails to proceed within thirty (30) days to commence curing said default and to proceed with all due diligence substantially to cure the default, but in any event does not substantially cure the default within ninety (90) days, then the City may, by giving written notice of termination to the defaulting Consultant, terminate this Agreement as of a date specified in the notice of termination (the "Termination Date") such Termination Date being subsequent to the date of the notice of termination.

10. DISCLAIMER OF LIABILITY

No provision of this contract will be given effect that attempts to require the City to defend, hold harmless, or indemnify any Consultant or third party for the City's acts or omissions. The City's liability is limited to the liability established in the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.

11. DISCLOSURE; LITIGATION.

The Contractor agrees to disclose on an annual basis any litigation the Contractor is or was involved in in the previous year.

12. NOTICES. All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be in writing and shall be made by personal delivery or sent by United States certified mail, postage prepaid, return receipt requested, or by overnight delivery, prepaid, addressed as follows or to any other persons or addresses as may be designated by notice from one party to the other:

City of Topeka

City Clerk

215 SE 7th St

Topeka, KS 66603

(785) 368-3749

cclerk@topeka.org

Consultant

Sylver Consulting, LLC

2115 Dewey Ave, Suite B

Evanston, IL 60201

(312) 651-6039

brianna@sylverconsulting.com

13. **RELATIONSHIP OF PARTIES**. It is understood by the parties that the Contractor is an independent contractor with respect to the City, and not an employee of the City.
14. **COMPLIANCE WITH LAWS**. This agreement shall be governed by the laws of the State of Kansas and the Codes of the City of Topeka, Kansas.
15. **ASSIGNMENT**. Neither the City nor the Contractor shall assign any rights or duties under this agreement without the prior written consent of the other party. Nothing contained herein shall prevent the Contractor from employing independent contractors, associates, or subcontractors; however, in such case, the Contractor shall be responsible for the performance of the services.
16. **INSURANCE**. City shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), and the claims provisions of the Code of the City of Topeka (TMC Chap. 3.35), Consultant shall bear the risk of any loss or damage to Consultant's personal property.
 - A. General Liability: The Consultant shall maintain a policy of comprehensive general liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence. The City of Topeka shall be named as an additional insured.
17. **ANTI-DISCRIMINATION CLAUSE**
The Consultant agrees: (a) to comply with all federal, state, and local laws and ordinances prohibiting unlawful discrimination and to not unlawfully discriminate against any person because of age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status, or any other classification protected by law in the admission or access to, or treatment, or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer;" and (c) to include those provisions in every subcontract or purchase order so that they are binding upon such sub-Consultant or vendor. The Consultant understands and agrees that the failure to comply with the requirements of this paragraph may constitute a breach of contract, and the contract may be cancelled, terminated, or suspended, in whole or in part, by the City of Topeka.
18. **ACCEPTANCE OF CONTRACT**
This contract shall not be considered accepted, approved or otherwise effective until the legally required approvals and certifications have been given.
19. **ARBITRATION, DAMAGES, WARRANTIES**
Notwithstanding any language to the contrary, no interpretation shall be allowed to find the City, or any department or division thereof, subject to binding arbitration. Further, the City of Topeka shall not be subject to attorney fees and no provision will be given effect, which attempts to exclude, modify, disclaim, or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
20. **REPRESENTATIVE AUTHORITY TO CONTRACT**
By signing this contract, the representative of the Consultant thereby represents that such person is duly authorized by the Consultant to execute this contract on behalf of the Consultant and that the Consultant agrees to be bound by the provisions thereof.
21. **RESPONSIBILITY FOR TAXES**
The City of Topeka shall not be responsible for, nor indemnify a Consultant for, any federal, state or local taxes, which may be imposed or levied upon the subject matter of this contract.

22. **ENTIRE AGREEMENT.** The terms and conditions set forth herein constitute the final written expression of all the terms of this transaction and is a complete and exclusive statement of those terms. This agreement supersedes any prior or contemporaneous oral or written agreement, proposed agreements, negotiations, and discussions with respect to the subject matter hereof. Any representations, promises, warranties or statements by any employee or agent of the Contractor that differ in any way from the terms of this written agreement shall be given no force or effect.
23. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.
24. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this agreement shall prevail and control over the terms of any conflicting provision in any Attachment or Exhibit incorporated into this agreement.
25. **SEVERABILITY.** If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
26. **EXECUTION IN COUNTERPARTS**
This contract may be signed by fax or electronic signature, which will be deemed to be an original signature. This contract may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.
27. **EFFECTIVE DATE**
The effective date is the date identified on Page 1 which is the date the Contract was executed by the City Manager.

CITY OF TOPEKA, KANSAS

Stephen Wade
Stephen Wade, City Manager

ATTEST:

Brenda Younger
Brenda Younger, City Clerk

SYLVER CONSULTING, LLC

Brianna Sylver
Brianna Sylver, President

APPROVED AS TO FORM AND LEGALITY	
DATE	2/17/2023
BY	<u>mf</u>

C&P DIRECTOR
<u>KB</u>





February 10, 2023

To: Steve Wade, City Manager

Re: Addressing Homelessness in the Topeka Community

Dear Steve,

I'm grateful that you've reached out to assess how Sylver Consulting might support the City of Topeka to apply the Path to Innovation curriculum to a new pressing problem of your community — homelessness.

Based on our recent conversation, this is what I understand to be true about your initiative and where your group needs support to make traction on addressing homelessness in a proactive and humane way in your community.

- Homelessness in the Topeka community is steadily getting worse and is becoming more visible.
- Extreme temperatures experienced just before the Dec. 2022 holiday season demonstrated the challenges that the community currently experiences in being able to efficiently respond to the needs of Topeka's unsheltered population. Most notably, in that circumstance, emergency response actions were delayed due to resourcing challenges.
- Emerging from that situation, it has become clear to the City of Topeka, and other groups working in support of the unsheltered population of your community, that deeper partnership is needed if the community is going to achieve its goal of supporting the unsheltered population in a more proactive and humane way.
- Simultaneously, the scale of the homelessness challenge is becoming more tangible for the average Topeka resident, as trash produced by this population is becoming more visible in and around the community.
- Bottom line, things are coming to a head in the community in such a way that the collective mind is this: How we are currently dealing with the unsheltered population of Topeka is not working — for the members of that unsheltered population, other residents of the City, or for groups in the community established to support the unsheltered community. We need to take a step back and ask ourselves, "What can we do differently to yield a different outcome and, more specifically, to get to a place where we are more proactive (vs. reactive) and more humane in a response to how our community supports its unsheltered population?"
- Currently the City of Topeka is participating in the Innovation Track of the Bloomberg Harvard Leadership Initiative. As part of that initiative, a core team of City leaders are learning the Path to Innovation methodology and are applying that methodology to tackle a challenge around economic development for the Topeka community.

- There is a desire, in this initiative, to apply the Path to Innovation methodology to this new challenge around homelessness.
- This proposal lays out what the cost and process would look like to have Brianna Sylver coach the City of Topeka and other community partners through applying the Path to Innovation to the topic of homelessness in the Topeka community.

27 touchpoints, paced over 8 months, will structure the engagement

Brianna Sylver of Sylver Consulting assumes the role of “design coach” in this engagement, meaning that I lead a team of individuals staffed to this initiative through how to apply the Path to Innovation methodology to the topic of homelessness. I shepherd your group through the Path to Innovation process, supporting you to find the different outcome that you seek when addressing this challenge in your community.

The City of Topeka brings the resources to do the work. And, given the nature of the problem and the community effort surrounding its response, I’d recommend that the team established to support the work include City, County and non-profit team members — each who hold responsibilities and accountability to supporting the unsheltered population of Topeka. It’s recommended that 8 - 12 team members be recruited to support the weekly efforts of this program.

Team members engaged in the initiative can expect to spend ~5 hours a week working on the initiative. Cadence of connection with Brianna, the team’s design coach, will be nearly weekly.

27 touchpoints, over 8 months (March 2023 – October 2023), will pace our engagement together — comprised of 3 in-person connections and 24 remote, virtual connections. Please note: it is likely that teams will need to connect with one another outside of the workshop engagement hours specified in the table. In addition, four sponsor check-ins with you, Steve, will be paced to occur throughout the timeline.

27 Touchpoints Structure the Engagement			
Touchpoint #	Type of Connection	Workshop Title + Activity	Workshop Engagement Hours for the Team
1	Remote	<i>Welcome Webinar + Activation of a Path to Innovation Sprint (to create the mental blueprint of what is to come in the program)</i>	4 hours
2	In-Person	<i>Site Visit (Equity, Project Framing, Stakeholder Mapping)</i>	12 hour (1.5 days)
3	Remote	<i>Research Planning + Interview Guide Workshop</i>	3 hours
Sponsor check-in of an hour occurs			
4 - 9	Remote	<i>Discovery Research Sprint</i>	2 hours for 5 weeks
10	Remote	<i>Themes Workshop</i>	3 hours
11	Remote	<i>Insights Workshop</i>	3 hours

27 Touchpoints Structure the Engagement			
Touchpoint #	Type of Connection	Workshop Title + Activity	Workshop Engagement Hours for the Team
12	Remote	<i>Insight Refinement + Prioritization Workshop</i>	3 hours
13	Remote	<i>Reframe, HMW, Design Criteria Workshop</i>	3 hours
Sponsor check-in of an hour occurs			
14	Remote	<i>Ideation Preparation</i>	3 hours
15	In-Person	<i>Site Visit: Ideation/Co-Creation Sessions in the Topeka Community</i>	12 hours (1.5 days)
16	Remote	<i>Idea Prioritization</i>	3 hours
17	Remote	<i>Defining Prototype Assumptions</i>	3 hours
Sponsor check-in of an hour occurs			
18	Remote	<i>Test Planning</i>	3 hours
19 – 25	Remote + In-Person for the first tests of the team	<i>Will split into two testing teams at this point. Each team will meet with Brianna for 1.5 hours each week</i> <i>Brianna will be onsite to support the execution of the first community tests facilitated at ~ week 3 – 4 of testing sprint</i>	Each team member will be assigned to a testing team and will meet with Brianna ~1.5 hours weekly An onsite visit of ~1.5 days will also be scheduled at some point in this window of time
26	Remote	<i>Portfolio Confirmation + Impact Measurement</i>	3 hours
27	Remote	<i>Deliver + Implementation Planning</i>	3 hours
Sponsor check-in of an hour occurs			

Who should be on the team?

Core Team members should be chosen wisely. Historically, we have found that the following types of people make good team members:

- Passionate optimists — Individuals who are enthusiastic about customer-centric innovation. They operate in life with a can-do, motivated, and positive energy that is infectious to those around them.
- Critical challengers — Individuals who demonstrate an ongoing commitment to challenging the status quo and are driven to explore the bigger picture.
- Entrepreneurial thinkers — Individuals who know how to deal with ambiguity and complexity and are comfortable with the fuzzy front ends of innovation. They operate in life with a bias towards action.

- Empathetic networkers — Individuals who know how to navigate the City and community of Topeka, are well trusted among colleagues and community members, and know how to facilitate effective collaboration.
- Proactive communicators — Individuals who are open, proactive, and effective communicators with strong interpersonal skills.
- Persistent achievers — Individuals who know how to get things done despite all the obstacles that might threaten to derail them in the process.

Within the team, we also recommend delineating a project manager leadership role. This individual will work closely with Brianna on scheduling meetings for the team and managing any logistics associated with getting the work done among the team.

At the conclusion of this work scope, City of Topeka will have:

- Identified a portfolio of solutions for addressing the challenge of homelessness in the Topeka community.
- Prototyped and tested two of those solutions with members of their community.
- Developed an impact measurement and next step implementation plan for two solutions of their portfolio of ideas.

Set up to succeed in this initiative should be intentional

Before we dive into scheduling all the touchpoints, purposeful pre-planning must be done. Among the items that need to be addressed are the following:

- Core Team.
 - Who is on the Core Team?
 - How is the Core Team picked — by application, nomination, etc.?
 - How does the Core Team get supported in this work (i.e., is it above and beyond existing work, with other work transitioned so that focus can be put here, etc.?)
- Miro License.
 - Knowing that the City of Topeka has a Miro license, it's recommended that we establish the digital whiteboard to support this work using Topeka's license. This will ensure that, post-program, you remain in ownership of all the material created throughout this engagement.

How do I know Sylver Consulting can be successful in supporting you in this capacity?

Brianna Sylver, Sylver Consulting's founder and President, has supported the development of the design coaching curriculum for city governments, in partnership with [Bloomberg Philanthropies](#) since 2018.

Design coaches teach city teams — over the duration of 4 months to 1 year — how to use Human-Centered Design methodologies to address the root cause issues underpinning pressing challenges of cities worldwide.

In 2018, this design coaching support began to enhance the outcomes of the 2018 Bloomberg Mayor's Challenge. It has since expanded beyond the Mayor's Challenge to be the core curriculum underpinning the Innovation Track certification opportunities

through the [Bloomberg Harvard Leadership Initiative](#) and the [Bloomberg Center for Public Innovation](#), an institute part of Johns Hopkins University.

To date, Brianna has personally coached 19 city teams through the various Bloomberg programs mentioned above and is currently coaching the City of Topeka in using the Path to Innovation curriculum to unlock new economic development opportunities for the City.

In the past, Brianna has applied the Path to Innovation curriculum to address the needs of unsheltered populations — both in Reno, NV and Paterson, NJ.

The work in Paterson, resulted in the City becoming one of 15, \$1M winners in the [2021 Global Mayor's Challenge](#) — out of over 500 initial city applications.

Brianna worked with the Paterson team to prototype and test a new service delivery innovation for opioid treatment over a 4-month period.

Each year, more than 1,700 opioid-related overdoses take place in Paterson, and residents experiencing opioid-use disorder face barriers to proper support, particularly individuals who are insured by Medicaid and/or who are homeless. Among those barriers are the following: Treatment is available only at limited times each day and, while medically assisted treatment (MAT) is recommended, it's offered less than 30 percent of the time.

In response, the city — under Brianna's guidance — created RealFix, a new program that will provide MAT onboarding and prescriptions to appropriate patients within 90 minutes, no matter the time or day.

There are two paths of support through RealFix — a telemedicine path for individuals who are housed and insured by Medicaid, and a hospital-to-outpatient clinic support path for homeless individuals.

Coached by Brianna, this team went through three rounds of prototyping and testing for their service delivery innovation.

- Test & learn cycle 1 focused on co-creating the service journey of RealFix in partnership with all community groups engaged in delivering RealFix (i.e., telemedicine docs, 911 service operators, outreach coordinators, pharmacists, EMS, hospital providers, outpatient clinic staff, etc.).
- Test & learn cycle 2 was a role play of the two paths of this service journey (the housed and homeless pathways) to ensure that all hand-offs that occur throughout the process are streamlined and working together cohesively.
- Test & learn cycle 3 was a mini-pilot of both pathways in which the team serviced 15 individuals in gaining access to MAT within 90-min.

The team is currently working to implement this program throughout the broader community of Paterson and hopes to scale it to all of NJ with the support of the Challenge money they have won.

Beyond all the design coaching examples shared above, Sylver Consulting has been integrating Human-Centered Design/Design Thinking methods into projects with high visibility and transformative goals as part of the core work of Sylver Consulting for the past 19 years.

It would be a great honor and joy to support the City of Topeka in leveraging the Path to Innovation methodology to address homelessness in a proactive and humane way in your community.

What investment is required to receive this support?

Costs for engaging in this scope of work with Sylver are \$76,080 Please see the breakdown of these fees below.

Line Item	\$ Amount
Teaching and coaching support	\$64,260
Administrative/project fees	\$6,750
Other project expenses for executing on the program (i.e., travel expenses for site visits, lunch catering for onsite meetings throughout the program)	\$5,070
TOTAL ESTIMATE COST	\$76,080

Please note, not included in the fees above are the following:

- Fees for renting space for meetings, should they be needed for onsite touchpoint connections.
- Fees for the Miro license. Expectation is that the City of Topeka Miro license will be used for this initiative.

Also, at each of the first three sponsor check-ins, Topeka's City Manager, Steve Wade, will have the opportunity assess if he'd like to continue to move forward in the project or exit it. Those sponsor check-ins will occur:

- Early April 2023
- Early June 2023
- Late July 2023
- Early to mid-October 2023

Please note, these sponsor check-ins are estimate dates and may shift based on the final timeline designed for the project.

Next Steps

Assuming you're ready to move forward with this scope of work, the immediate next step is to formalize a SOW around this scope of work with the following payment terms:

- At the end of each month, from March 2023 to October 2023, Topeka will pay for the hours expended to the project for each month, plus any project expenses accrued to the project — up to the estimate fee of \$76,080.
- Each hour of Sylver's time invested to the project will be charged at the hourly rate of \$270/hour.
- All invoices are due within 30 days of submission.
- If at any point the project is discontinued, the City of Topeka is responsible for all fees expended to the project to date.

I'm very excited about the opportunity to support the City of Topeka in answering its pressing question of "What can we do differently to yield a different outcome and, more specifically, to get to a place where we are more proactive (vs. reactive) and more humane in a response to how our community supports its unsheltered population?"

I look forward to further regrouping for a discussion about this proposal once you've had the opportunity to process it.



Brianna Sylver
T: 312-651-6039
E: brianna@sylverconsulting.com

Sylver Consulting and the City of Topeka agree to collaborate on the afore-mentioned study per the specifications in this proposal and any services agreement signed by all parties.

SYLVER CONSULTING, LLC

CITY OF TOPEKA

By: 

Name: Brianna Sylver

Title: President

Date: 02.10.23

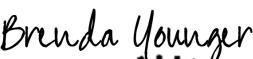
By: Stephen Wade

Name: Stephen Wade

Title: City Manager

Date: 2/17/2023

ATTEST



PURCHASE AUTHORIZATION FORM

INSTRUCTIONS: Complete the form, obtain the Department Director's signature, and submit the form to the Contracts and Procurement Division. All fields are mandatory and forms will be rejected if not complete. Fields must contain descriptive information that satisfies the selection definition by policy. Suppliers must have provided a W-9 and received a vendor number prior to form submission unless the selection below is emergency. One of the following selections must be made:

Sole Source Standardization: Where City operations have conformed to the established use of a product, service, or equipment from a single manufacturer and are dependent on conformity (with current City systems); and to which it assures consistency, efficiency, and best value procurement to reduce working capital, and minimize overall operating expenses to the City. Purchase of goods or services classified and approved under this selection may be valid for multiple purchases.

✓ **Sole Source:** Where after research, only one supplier is determined to be reasonably available; multiple distributors do not qualify; selection valid when a used item becomes available and is subject to immediate sale to the City after inspection and approval.

Emergency: Where any delay would jeopardize the public health, safety, or welfare of City residents; or a significant City operation.

Acquisition in the amount of \$ 76,080.00 Acquisition is Federally Funded Yes No ✓

Vendor Number 12974 Vendor Name, City, and State Sylver Consulting, LLC

1. Must describe why the City requires the requested good or service.

The City requires these services of the consultant to help address homelessness in the Topeka community. City Leadership is currently using this consultant's proprietary approach to address challenges with economic development. Competitive sourcing is precluded because of the existence of this proprietary approach, which necessitates a sole source partnership between the City and the consultant.

2. Must fully explain how it meets the definition of the selection provided above. How it is a sole source standardization good or service? (Is a current system dependent on a specific manufacturer's part or software provided by a single supplier? Or is this a simple sole source because there is only one eligible supplier of the good or service? Or how does a delay in purchasing the good or service jeopardize the health, safety, or welfare of residents, or a significant City operation?)

Path to Innovation methodology is a proprietary approach developed by the consultant for the Bloomberg Harvard Leadership Initiative. The City is currently participating in the Innovation Track of the Bloomberg Harvard Leadership Initiative. As part of this initiative, City Leadership is learning the Path to Innovation methodology and applying it to address economic development challenges in the Topeka community. City Leadership is also wanting to deploy the Path to Innovation methodology to address the challenges with homelessness because it directly correlates to challenges surrounding economic development in the Topeka community.

3. Must explain why the supplier is the only eligible supplier for good or service at the exclusion of all others. Must provide all research and responses from all suppliers that were solicited (this must include information such as calls to other government entities for the supplier information, emails or calls to other suppliers, or online research. Letters from suppliers must be accompanied by additional staff research and cannot be used alone; and does not justify on its own that a supplier is a sole source supplier).

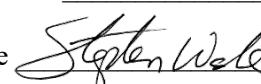
The City is a member and participating in the initiative. The City and community partners are already partnering with this consultant to deploy this methodology and address challenges with economic development. Homelessness directly correlates to economic development challenges. There are no other consultants that are eligible because of the proprietary development of the program methodology. With the City and community partners already deploying the methodology for economic development challenges, the City will directly partner with the consultant to address challenges with homelessness.

By submitting this form, the requester and signers attest and certify the following:

1. There is no employee or employer relationship in existence with vendor;
2. The payment for the commodity is within the range of the current competitive market;
3. The price to be paid to the vendor is fair, reasonable, and provides the best value to the City of Topeka; and
4. The request is not the result of inadequate advance planning or for purposes of securing the commodity from a preferred vendor.

The above statements are true and correct and no other material fact or consideration offered or given has influenced this recommendation for a sole source standardization, sole source, or emergency purchase.

Department Name City Manager's Office Requester Name Stephen Wade Signature 

Department Director Stephen Wade Signature  Approval Date 01/27/2023

CONTRACTS AND PROCUREMENT SECTION Insurance Y N KS Project Exempt Certificate (PEC) Y N

Director of Contracts and Procurement Approval  Date of Approval 01.30.2023 Expiration Date 01.30.2023

PO Number(s)  V.01.2023



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

January 31, 2023

The City of Topeka
215 SE 7TH ST
TOPEKA KS 66603

Account Information:

Policy Holder Details :	SYLVER CONSULTING LLC
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Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
01/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BARBARY INSURANCE BROKERAGE/PHS 57556527 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No):
	E-MAIL ADDRESS:	INSURER(S) AFFORDING COVERAGE NAIC#
INSURED SYLVER CONSULTING LLC 2115 DEWEY AVE EVANSTON IL 60201-3076	INSURER A : Hartford Casualty Insurance Company	29424
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGE**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS					
A	COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR X General Liability	X	X	57 SBA RH4807	04/19/2022	04/19/2023	EACH OCCURRENCE	\$2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000				
							MED EXP (Any one person)	\$10,000				
							PERSONAL & ADV INJURY	\$2,000,000				
							GENERAL AGGREGATE	\$4,000,000				
							PRODUCTS - COMP/OP AGG	\$4,000,000				
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS	X	X	57 SBA RH4807	04/19/2022	04/19/2023	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000				
	SCHEDULED AUTOS						BODILY INJURY (Per person)					
	NON-OWNED AUTOS						BODILY INJURY (Per accident)					
							PROPERTY DAMAGE (Per accident)					
	UMBRELLA LIAB EXCESS LIAB	X	X				EACH OCCURRENCE					
	OCCUR CLAIMS-MADE						AGGREGATE					
	DED RETENTION \$											
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						Y/N N/A				PER STATUTE	OTH-ER
											E.L. EACH ACCIDENT	
											E.L. DISEASE -EA EMPLOYEE	
	E.L. DISEASE - POLICY LIMIT											
A EMPLOYMENT PRACTICES LIABILITY				57 SBA RH4807	04/19/2022	04/19/2023					Each Claim Limit Aggregate Limit	\$5,000 \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

The City of Topeka
215 SE 7TH ST
TOPEKA KS 66603

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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Certificate Of Completion

Envelope Id: 912DF3D86C85411F9DA1B018F6EA4382

Status: Completed

Subject: RUSH City Manager, Sylver Consulting, LLC Path the Innovation Homelessness Challenges Resubmittal

Department: Other

Document Type: Contract/Agreement/Addendums/Renewals/Change Order

Source Envelope:

Document Pages: 16

Signatures: 13

Envelope Originator:

Certificate Pages: 7

Initials: 4

Kathleen Burrows

AutoNav: Enabled

Stamps: 2

kburrows@topeka.org

EnvelopeD Stamping: Enabled

IP Address: 184.179.98.72

Time Zone: (UTC-06:00) Central Time (US & Canada)

Record Tracking

Status: Original

Holder: Kathleen Burrows

Location: DocuSign

2/14/2023 11:19:26 AM

kburrows@topeka.org

Signer Events**Signature****Timestamp**

Kathleen Burrows

Completed

Sent: 2/14/2023 11:41:19 AM

kburrows@topeka.org

Viewed: 2/14/2023 11:41:53 AM

Business Services Manager

Signed: 2/14/2023 11:41:59 AM

City of Topeka

Using IP Address: 184.179.98.72

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Stephen Wade



Sent: 2/14/2023 11:42:05 AM

swade@topeka.org

Viewed: 2/14/2023 6:12:03 PM

City Manager

Signed: 2/14/2023 6:12:11 PM

City of Topeka

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 184.179.98.72

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Virginia Bockwitz



Sent: 2/15/2023 9:29:40 AM

vjbockwitz@topeka.org

Viewed: 2/15/2023 9:30:21 AM

Signing Group: AA - C&P Review

Signed: 2/15/2023 9:30:46 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 184.179.98.72

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kristin Ready



Sent: 2/15/2023 9:30:56 AM

kready@Topeka.org

Viewed: 2/15/2023 10:50:47 AM

Accountant II

Signed: 2/15/2023 10:50:59 AM

City of Topeka

Signing Group: AA - Finance Review

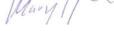
Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 184.179.98.72

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Kathleen Burrows kburrows@topeka.org Business Services Manager City of Topeka Signing Group: AA - C&P Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		<p>Sent: 2/15/2023 10:51:10 AM Viewed: 2/15/2023 11:26:51 AM Signed: 2/15/2023 11:27:04 AM</p>
<p>Rachelle Mathews rmatthews@topeka.org Manager of Accounting Operations City of Topeka Signing Group: AA - Finance Director Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		<p>Sent: 2/15/2023 11:27:13 AM Viewed: 2/15/2023 11:32:31 AM Signed: 2/15/2023 11:32:45 AM</p>
<p>Brianna Sylver brianna@sylverconsulting.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/15/2023 6:49:29 PM ID: 740dfeff-30ee-495b-a993-9b75dc69f76f</p>		<p>Sent: 2/15/2023 11:32:55 AM Viewed: 2/15/2023 6:49:29 PM Signed: 2/15/2023 6:51:51 PM</p>
<p>Mary Feighny mfeighny@Topeka.org Deputy City Attorney City of Topeka Signing Group: AA - Legal Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 6/25/2021 10:59:11 AM ID: 9d631941-2a56-4864-bd21-5b6e7a8ce151</p>		<p>Sent: 2/16/2023 2:32:06 PM Viewed: 2/17/2023 9:12:51 AM Signed: 2/17/2023 9:16:25 AM</p>
<p>Keya Downing kdowning@Topeka.org Signing Group: AA - City Clerk Review Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		<p>Sent: 2/17/2023 4:36:14 PM Viewed: 2/17/2023 4:36:42 PM Signed: 2/17/2023 4:36:52 PM</p>
<p>Stephen Wade swade@topeka.org City Manager City of Topeka Signing Group: AA - City Manager Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		<p>Sent: 2/17/2023 4:37:02 PM Viewed: 2/17/2023 4:37:47 PM Signed: 2/17/2023 4:37:58 PM</p>

Signer Events	Signature	Timestamp
Brenda Younger BYounger@topeka.org City Clerk City of Topeka Signing Group: AA - City Clerk Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 184.179.98.72	Sent: 2/20/2023 10:11:56 AM Viewed: 2/20/2023 10:15:05 AM Signed: 2/20/2023 10:15:24 AM
Electronic Record and Signature Disclosure:		
Accepted: 8/17/2021 1:09:56 PM ID: 807f097e-c1b5-4b33-ab43-eedb09cd7ef1		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Virginia Bockwitz vjbockwitz@topeka.org Signing Group: AA - C&P Review Security Level: Email, Account Authentication (None)	 Using IP Address: 184.179.98.72	Sent: 2/14/2023 6:12:27 PM Viewed: 2/15/2023 9:27:52 AM Completed: 2/15/2023 9:29:39 AM
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Virginia Bockwitz vjbockwitz@topeka.org Signing Group: AA - C&P Review Security Level: Email, Account Authentication (None)	 Using IP Address: 184.179.98.72	Sent: 2/15/2023 6:52:00 PM Viewed: 2/16/2023 2:31:47 PM Completed: 2/16/2023 2:31:56 PM
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Keya Downing kdowning@Topeka.org Signing Group: AA - City Clerk Review Security Level: Email, Account Authentication (None)	 Using IP Address: 184.179.98.72	Sent: 2/17/2023 9:16:43 AM Viewed: 2/17/2023 4:34:24 PM Completed: 2/17/2023 4:36:13 PM
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Brenda Younger BYounger@topeka.org City Clerk City of Topeka Signing Group: AA - City Clerk Security Level: Email, Account Authentication (None)	 Using IP Address: 184.179.98.72	Sent: 2/17/2023 4:38:10 PM Viewed: 2/20/2023 10:10:59 AM Completed: 2/20/2023 10:11:55 AM
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Dawn Lacy dlacy@topeka.org Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/20/2023 10:11:56 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events		
Notary Events		
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/14/2023 11:41:19 AM
Envelope Updated	Security Checked	2/14/2023 6:12:25 PM
Envelope Updated	Security Checked	2/16/2023 2:31:56 PM
Envelope Updated	Security Checked	2/16/2023 2:31:56 PM
Envelope Updated	Security Checked	2/16/2023 2:32:04 PM
Envelope Updated	Security Checked	2/17/2023 9:16:42 AM
Envelope Updated	Security Checked	2/17/2023 4:36:13 PM
Envelope Updated	Security Checked	2/17/2023 4:36:13 PM
Certified Delivered	Security Checked	2/20/2023 10:15:05 AM
Signing Complete	Security Checked	2/20/2023 10:15:24 AM
Completed	Security Checked	2/20/2023 10:15:24 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		