

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

Cover Page

1a. Intentionally Omitted **1b.** AC Contract No.: OC-001741

2. Approved Service Order No. 1

3. Consultant's Name: Change Agents Training LLC

4. Project Name: The Innovation Academy

5. Project Location: Virtual

6. The Consultant and the City will implement this Approved Service Order in accordance with the Master Agreement, this cover page and Attachments "A" (Tasks), "B" (Terms and Conditions), and "C" (Compensation Table), which are incorporated herein by references.

7. Budget/Fiscal:

a. Current unencumbered amount in Master Agreement:	\$	320,000
b. Maximum Service Order Compensation for this Approved Service Order:	\$	90,000
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	230,000

d. Appropriation Certification: I certify that an unexpended appropriation in the amount of the Maximum Service Order Compensation is available in the following fund(s) and that such fund(s) from **001-48-400120-4052** will be encumbered to pay for this Approved Service Order.

Fund: 001	Appn: 216S	RC: 400120	Amount: \$90,000
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____

Authorized Signature:

Date: _____

Carrie Rank

Email: carrie.rank@sanjoseca.gov
Date: 07/28/2022 GMT

8. Departmental Analyst Approval:

Date: _____

Janet Medlin

Email: janet.medlin@sanjoseca.gov
Date: 07/27/2022 GMT

Date: _____

9. Consultant Approval:



Email: brian@changeagentstraining.com
Date: 07/27/2022 GMT

10. Approval as to Form (City Attorney):

Service Order Form Approved by the Office of the City Attorney

(Maximum Service Order Compensation is \$100,000 or less, and the provisions of the service order form are not altered.)

Approved as to Form: _____

Date: _____

(Sr.) Deputy City Attorney

11. City Director Approval:

Date: _____



Email: jennifer.schembri@sanjoseca.gov
Date: 07/28/2022 GMT

Attachment A: Tasks

The Consultant shall provide the services and deliverables set forth in this **Attachment A**. The Consultant shall provide all services and deliverables required by this **Attachment A** to the satisfaction of the City's contract manager.

General Description of Project for which Consultant will Provide Services: Change Agents Training LLC will support the City with consulting services for City employees by offering a unique innovation training program through the Contractor's proven innovation and performance improvement methodology designed by governments, known as the Innovation Academy. Using the Innovation Academy approach draws on industry best practices, leverages process improvement, and empowers employees to make meaningful and impactful change throughout the government. This proposal is submitted under the **Master Agreement, Section 1.1.1 Training and Organizational Development Services**.

Task No. 1 of 3: Practical Problem Solving and Innovation not to exceed 8 cohorts at \$6,000 per cohort

- A. Services:** The consultant will support the City with a Practical and Problem Solving and Innovation course as the first part in the Innovation Academy. The consultant will also provide an evaluation of the program to identify areas for improvement.
- B. Deliverable:** The consultant will:
- Conduct coaching sessions of the introduction training. Training can accommodate up to 35 employees per session.
 - The City will recruit participants from the City's Executive Staff and employees new to the City in the past three years.
 - Provide access to City employees where participants will learn techniques on how to see problems in their workspace and techniques to solve those problems. The tools will focus on the innovation methodology, "See It, Say It, Solve It."
 - Teach skills to "see" a problem and skills to "solve" a problem.
 - Require three one-hour video conferences per session and access to a virtual three-hour self-paced Innovation and Problem-Solving course
 - Expect each participant to present an innovation at the end of the course
- C. Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:
- On or before the following date: _____ June 30, 2023 _____.
- On or before ____ Business Days from _____. [Fill in the second box if completion time for the task is contingent on completion of the prior task or an event.]

Task No. 2 of 3: Advanced Innovation Training (Full-Length Academy) not to exceed 1 cohort at \$18,000 per cohort

- A. Services:** The consultant will support the City with an Advanced Innovation Training (Full-Length Academy) as the second part in the Innovation Academy. The consultant will also provide an evaluation of the program to identify areas for improvement.
- B. Deliverable:** The consultant will:
- Conduct a 35-hour virtual workshop over the course of several weeks. Each Advanced Innovation Training can accommodate up to 15 employees who participated in the introductory course of the academy (Practical Problem Solving and Innovation).
 - Teach City employees techniques on how to see problems in their workspace and techniques to solve these problems. The tools will focus on the innovation methodology, “See It, Say It, Solve It.”
 - Focus on how to deliver value to the customer on demand and without waste by helping employees identify their customers in each part of a process.
 - Work through five skills to “see” a problem and five skills to “solve” a problem.
 - Discuss the “widgets” (services) each team makes and help them understand where value is captured.
 - Allow City employees to apply innovation methodology to not only solve work-related issues, but also optimize their time management and interactivity skills.
- C. Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:
- On or before the following date: _____ June 30, 2023 _____.
- On or before ____ Business Days from _____. [Fill in the second box if completion time for the task is contingent on completion of the prior task or an event.]

Task No. 3 of 3: Consulting hours not to exceed \$24,000 at \$300 per hour

- A. Services:** The consultant will support the City by providing consulting services and provide an evaluation of the program to identify areas for improvement.
- B. Deliverable:** The consultant will:
- Provide City of San Jose expertise in change management, innovation, and process improvement to help:
 - Facilitate its change initiatives and creation of ROI.
 - Identify ideas and best practices in local government innovation throughout the country.
 - Support employees and leadership with counsel and expertise in performance programs.
 - Help Client transition leadership and staff in an enhanced direction.
 - Provide advice and support for setting up Innovation programming
- C. Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:
- On or before the following date: _____ June 30, 2023 _____.
- On or before ____ Business Days from _____. [Fill in the second box if completion time for the task is contingent on completion of the prior task or an event.]

Attachment B: Terms and Conditions

1. **City's Contract Manager:** The City's contract manager for this Approved Service Order is:

Name: Randi Perry	Phone No.: (408) 535-1285
Department: HR	E-mail: randi.perry@sanjoseca.gov
Address: 200 E. Santa Clara Street, 4 th Floor San Jose, CA 95113	

2. **Consultant's Contract Manager and Other Staffing:** Identified below are the following: (a) the Consultant's contract manager for this Approved Service Order, and (b) the Consultant(s) and/or employee(s) of the Consultant who will be principally responsible for providing the services and deliverables. ***If an individual identified below does not have a current Form 700 on file with the City Clerk for a separate agreement with the City, and is required to file a Form 700, the Consultant must comply with the requirements of Subsection 17.2 of the Master Agreement, entitled "Filing Form 700."***

		<u>Required to File Form 700?</u>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
<u>Consultant's Contract Manager</u>				
Name: Brian Elms	Phone No.: (303) 619-7353			X
Address: 3429 Julian Street, Denver, CO 80211	E-mail: brian@changeagentstraining.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			

1.				
2.				
3.				

3. **Subconsultants:** Whichever of the following is marked applies to this Approved Service Order:

- The Consultant can **not** use any subconsultants.
- The Consultant can use the following subconsultants to assist in providing the required services and deliverables:

<u>Subconsultant's Name</u>	<u>Area of Work</u>
1.	
2.	
3.	

4. **Reimbursable Expenses:** If the Compensation Table set forth in **Attachment C** of this Approved Service Order states that the City will reimburse the Consultant for expenses, then only the expenses identified in Subsection 10.5.3 of the Master Agreement are Reimbursable Expenses unless the following box is marked and additional reimbursable expenses are set forth:

- In addition to the expenses identified in Subsection 10.5.3 of the Master Agreement, the following expenses are Reimbursable Expenses:

<u>Additional Reimbursable Expense(s)</u>	<u>Mark-up</u>
1. _____	_____
2. _____	_____
3. _____	_____

Notwithstanding the foregoing, any additional reimbursable expense(s) set forth in the above table will be disregarded if the Compensation Table states that the City will *not* reimburse the Consultant for any expenses.

Attachment C: Compensation Table

The City will compensate the Consultant for providing the services and deliverables set forth in **Attachment A** in accordance with this Compensation Table. This Compensation Table is subject to the terms and conditions set forth in the Master Agreement, including without limitation Section 10 of the Master Agreement.

Part 1 – Compensation for Services and Deliverables			
Column 1	Column 2	Column 3	Column 4
Task Nos. from Attachment A	Basis of Compensation	Invoice Period	Compensation
1	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$48,000
2	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$18,000
3	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$24,000
Part 2 – Reimbursable Expenses			
<input checked="" type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.		<input type="checkbox"/> Expenses are separately reimbursable in the maximum amount of:	
Part 3 – Subconsultant Costs			
<input checked="" type="checkbox"/> Subconsultant costs are not separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.		<input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of:	
Maximum Service Order Compensation (sum of Parts 1 through 3):			
			\$90,000