

**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. 4
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.
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7. Budget/Fiscal:

- | | | |
|---|----|---------|
| a. Current unencumbered amount in Master Agreement: | \$ | 201,000 |
| b. Maximum Service Order Compensation for this Approved Service Order: | \$ | 57,000 |
| c. New unencumbered balance in Master Agreement (7.a – 7.b): | \$ | 144,000 |
- 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 **001-48-400100-4052** will be encumbered to pay for this Approved Service Order.

Fund: 001

Appn: 0482

RC: 400100

Amount: **\$57,000**

Authorized Signature:

Carrie Rank

Email: carrie.rank@sanjoseca.gov
Date: 08/03/2023 GMT

Date: _____

8. **Division Analyst Approval:**

Date: _____

Janet Medlin

Email: janet.medlin@sanjoseca.gov
Date: 08/03/2023 GMT

9. **Consultant Approval:**

Date: _____

Brian

Email: brian@changeagentstraining.com
Date: 08/03/2023 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: _____

Jennifer Schembri
Jennifer Schembri

Email: jennifer.schembri@sanjoseca.gov
Date: 08/03/2023 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 2: Introduction to Innovation and Problem-Solving not to exceed 7 cohorts at \$6,000 per cohort

- A. Services:** The consultant will support the City with an Introduction to Innovation and Problem-Solving 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:
- Provide 7 training courses to introduce the concept of process improvement to 30 employees per session. These courses are conducted virtually.
 - Each participant will be required to present a process improvement project at the end of the cohort.
 - Provide support and create surveys for each cohort to capture feedback and make changes for future cohorts.
 - Concentrate workshops on areas and employees identified by the Client.
 - Use tools that focus on the innovation methodology, "See It, Say It, Solve It," which teaches skills to "See" a problem and skills to "Solve" a problem.
 - Require three one-hour video conferences per session and access to a self-paced Innovation and Problem-Solving course for three hours, which is a total of a 6-hour commitment over a 2-week period.
- 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, 2024 _____.
- ☐ 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 2: Consulting hours not to exceed 50 hours 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 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.
 - Run process improvement projects for identified areas of concern

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, 2024 _____.
- ☐ 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 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 | \$42,000 |
| 2 | <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 | \$15,000 |
| 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: | | | \$0 |
| Part 3 – Subconsultant Costs | | | | | | |
| <input checked="" type="checkbox"/> Subconsultant costs are not separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs. | | | <input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of: | | | \$0 |
| Maximum Service Order Compensation (sum of Parts 1 through 3): | | | | | | \$57,000 |