

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

Cover Page

- 1a.** Intentionally Omitted **1b.** AC Contract No.: OC-002528
- 2.** Approved Service Order No. 03
- 3.** Consultant's Name: The Billions Institute, LLC ("Consultant")

- 4.** Project Name: Executive Leadership Coaching ("Project")
- 5.** Project Location: Virtual and City Hall (200 E Santa Clara St, San Jose, 95113)
- 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: | \$ | 222,510 |
| b. Maximum Service Order Compensation for this Approved Service Order: | \$ | 9,875 |
| c. New unencumbered balance in Master Agreement (7.a – 7.b): | \$ | 212,635 |

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) will be encumbered to pay for this Approved Service Order.

Fund: 001	Appn: 0482	RC: 400100	Amount: \$9,875
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____

Authorized Signature: _____

Carrie Rank

Email: carrie.rank@sanjoseca.gov
Date: 06/05/2023 GMT

Date: _____

8. Division Analyst Approval: _____

Alan Barner

Email: alan.barner@sanjoseca.gov
Date: 06/05/2023 GMT

9. Consultant Approval: _____

Rebe *Rebecca Kanis Margiotta*

Email: becky@billionsinstitute.com
Date: 06/05/2023 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:

Je

Jennifer Schembri

Email: jenniferschembri@sanjoseca.gov
Date: 06/07/2023 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: The Billions Institute, LLC will support the City by implementing coaching sessions to City staff. These coaching sessions are at the request of City staff, and are aimed at building a community of practice, as well as building upon the work conducted in the Executive Leadership Forum. The Billions Institute LLC will use their proven, trauma informed methodology to help coach City executive staff on principals including diversity, equity, and inclusion, emotional intelligence, body intelligence, and strategic leadership principles.

Task No. 1: Administer coaching to City staff at \$375 per hour not to exceed 25.5 hours

- A. Services:** The consultant will support the City to provide coaching services.
- B. Deliverable:** The Consultant will:
- Provide virtual coaching services for City staff.
 - Provide coaching aimed at addressing the roadblocks and challenges City staff are facing in their individual professional experiences.
- 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 _____.

Task No. 2: Perform all administrative tasks associated with managing coaching sessions at \$125 per hour not to exceed 2.5 hours

- A. Services:** The consultant will support the City in conducting any administrative tasks associated with individual coaching sessions.
- B. Deliverable:** The Consultant will:
- Automate calendar sign-ups with all available coaches to ensure City staff have access to individual coaching sessions
 - Track coaching session sign ups, sessions, and cancellations accordingly to ensure service order total is not exceeded.
 - Provide the City with biweekly updates on how many coaching sessions have been held, are currently booked, and have been cancelled.
- 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 _____.

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.: 408-525-1285
Department: HR	Email:
Address:200 E. Santa Clara St, 4 th Floor, San Jose, CA, 95113	randi.perry@sanjoseca.gov

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>
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<u>Consultant's Contract Manager</u>			Yes Already Filed (Date Filed)	Yes Need to File	No
Name: Becky Margiotta	Phone No.: (213) 219-9806				X
Address: 624 Scripps Drive, Claremont, CA, 91711	Email: becky@billionsinstitute.com				
<u>Other Staffing</u>					
<u>Name:</u>	<u>Assignment:</u>	<u>Email:</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. _____	_____

Master Agreement AC No.: OC-002528
Consultant: The Billions Institute, LLC
Service Order No.: 01

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 checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$9,562.5
2	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$312.5
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):			\$9,875