

Master City of San José Consultant Agreement

(Non-Capital Projects)

Amendment to Approved Service Order - Cover Page

1a. Intentionally Omitted. **1b. Master Agreement AC No.:** OC-002528

2. First Second Third Amendment to Approved Service Order No. 01

3. Consultant’s Name: The Billions Institute LLC (“Consultant”)

4. The above-referenced Approved Service Order is amended as follows:

4a. **Budget/Fiscal:** The original Budget/Fiscal information in Section 7 of the Approved Service Order First Revised Budget/Fiscal Attachment Second Revised Budget/Fiscal Attachment is amended to read as set forth in the attached First Second Third Revised Budget/Fiscal Attachment.

4b. **Tasks - Attachment A:** The original First Revised Second Revised Attachment A is amended to read as set forth in the attached First Second Third Revised Attachment A.

4c. **Compensation Table - Attachment C:** The original First Revised Second Revised Attachment C is amended to read as set forth in the attached First Second Third Revised Attachment C.

5. Each of the attachments to this amendment is incorporated herein by reference.

6. Consultant Approval: *Rebecca Kanis Margiotta*

Email: becky@billionsinstitute.com
Date: 06/30/2023 GMT

7. Approval as to Form (City Attorney):

Form Approved by the Office of the City Attorney

(The Maximum Service Order Compensation of the Approved Service Order, as amended, is \$100,000 or less, and the provisions of the form are not altered.)

Approved as to Form:
Deputy City Attorney:

8. City Director Approval: *Kelli Parmley*

Email: kelli.parmley@sanjoseca.gov
Date: 06/30/2023 GMT

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

First Second Third **Revised Attachment A: Tasks**

This Revised Attachment A is attached to the First Second Third amendment to Approved Service Order No. 01 issued pursuant to the Master Agreement.

The tasks set forth in the original Attachment A, or in any previous amendment to the original Attachment A, are amended as set forth herein. All other tasks shall remain unchanged.

Task No. 1: Create, administer, collect, and evaluate survey results at \$375 per hour not to exceed 37.5 hours (\$14,062.5)

A. Services: The consultant will support the City with the design, administration, collection, and evaluation of an electronic survey for the purpose of a needs assessment. The survey will help the consultant to design and administer a trauma-informed executive forum.

B. Deliverable: The Consultant will:

- Review and summarize all relevant prior surveys, slides, ect.
- Conduct an Equity-Systemic based structural assessment for the purposes of survey development.
- Conduct a Trauma-Informed Assessment for the purpose of survey development.
- Design an online survey for executives to capture their needs and priorities.
- Compose and send an email invitation inviting Executive Staff to take the survey.
- Analyze the relevant survey results.
- Based on survey results, craft an initial draft of learning objectives for the Executive Forum.

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 _____.

Task No. 2: Conduct dialogue interviews and listening forums with senior leadership at \$375 per hour not to exceed 18 hours (\$6,750)

- A. **Services:** The consultant will support the City by conducting DEI focused one on one interviews, and two listening forums.
- B. **Deliverable:** The Consultant will:
- Conduct up to ten, one on one interview sessions, and two 90 minute listening forums. The lengths of sessions will be up to 45 minutes.
 - Craft and Design one on one conversational interviews and listening forums with Executive Staff.
 - Coordinate and schedule one on one conversational interviews and listening forums with executive staff.
- 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: Analyze and review findings from listening forums and one on one coaching sessions at \$375 per hour not to exceed 3 hours (\$1,125)

- A. **Services:** The consultant will support the City by reviewing information collected in listening forums, as well as coaching session, and provide the City with written recommendations on areas of improvement.
- B. **Deliverable:** The Consultant will:
- Analyze and review findings from listening forums and one on one interviews.
 - Review findings from one-on-one listening forums and interviews
 - Make recommendations to the City regarding what should be included in Executive Forum based on findings.
- 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. 4: Design and develop a trauma-informed based course after collecting the necessary data from interviews, survey results, listening forums, and other sources of gathered data at \$375 per hour not to exceed 30 hours (\$11,250)

A. Services: The consultant will support the City by using collected data to develop a trauma-informed based training program.

B. Deliverable: The Consultant will:

- Revise learning objectives accordingly and design Executive Forum proposal/options.
- Design Executive Forum Course in alignment with the needs of Executive Staff.
- Attend virtual meetings related to course design.

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. 5: Conduct in person “Kickoff” meeting with senior leadership at \$375 per hour not to exceed 3 hours (\$1,125)

A. Services: The consultant will support the City by conducting a 90-minute “Kickoff” event with City executive leaders with up to two trainers.

B. Deliverable: The Consultant will:

- Travel to and attend in person kickoff meeting with up to two trainers.
- Attend all meetings related to course design.

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. 6: Design and facilitate in person group training session number one with a focus on facing toxic organizational dynamics at \$750 per hour not to exceed 20 hours (\$15,000)

is amended as follow: Design and facilitate in person group training session number one with a focus on facing toxic organizational dynamics at is amended as follows: \$750 per hour not to exceed (20.0524) hours (\$15,039.3).

A. Services: The Consultant will support the City with an initial in person training focused on facing toxic organizational dynamics with up to two trainers.

B. Deliverable: The consultant will:

- Travel to a pre-selected location in the City of San Jose to perform an in-person training event.
- Host an initial in person training session geared at providing City leaders the necessary knowledge and skills to move forward in the training process with up to four trainers.
- Collect leadership feedback at the end of the session, and incorporate feedback as necessary.

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. 7: Facilitate virtual training sessions numbers two, three, and four using a cohort-based approach at \$750 per hour not to exceed 27 hours (\$20,250)

is amended as follows: Facilitate virtual training sessions numbers two, three, and four using a cohort-based approach at \$750 per hour not to exceed (24) hours (\$18,000)

- A. Services:** The Consultant will support the City by conducting three total cohort-based virtual training sessions. These training sessions will focus on six leadership competencies including trauma-informed communication, inclusive leadership, mindfulness and reflection, complexity, radical and critical inquiry, and relationship leadership.
- B. Deliverable:** The consultant will:
- Host three virtual cohort-based training sessions.
 - Training sessions are designed by theme based on “Impact with Integrity Curriculum” and training material.
 - Collect leadership feedback at the end of each session and incorporate feedback going into each session as necessary.
- 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. 8: Facilitate in person training session number five at \$750 per hour not to exceed 9 hours (\$6,750)

- A. Services:** The Consultant will support the City by conducting an in-person three-hour training session conducted by up to three trainers.
- B. Deliverable:** The consultant will:
- Travel to a pre-selected location in the City of San Jose to perform an in-person training event.
 - Host a final in-person training session focused on deepening the skills learned throughout the leadership forum, strengthening connections between leaders, and integrating learned concepts into the workplace.
 - Collect leadership feedback at the end of this session.
- 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. 9: Administer virtual group coaching sessions with each individual cohort at \$375 per hour not to exceed 44 hours (\$5,250)

is amended as follows: Administer virtual group coaching sessions with each individual cohort at \$375 per hour not to exceed (18) hours (\$6,750)

- A. **Services:** The consultant will support the City in providing 60-minute monthly group coaching sessions with senior leadership cohorts.
- B. **Deliverable:** The Consultant will:
- Provide 60-minute coaching sessions to each individual cohort with the goal of aiding City leaders to adapt what they have learned during training sessions to real life scenarios.
 - Automate calendar sign ups for members of each cohort regarding group coaching sessions.
- 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. 10: Administer one-on-one coaching to City leadership at \$375 per hour not to exceed 22 hours (\$8,250)

is amended as follows: Administer one-on-one coaching to City leadership at \$375 per hour not to exceed (29.473) hours (11,052.5)

- A. **Services:** The consultant will support the City to provide 30-minute virtual coaching sessions.
- B. **Deliverable:** The Consultant will:
- Provide access to one-on-one coaching services for City leaders. Individual coaching sessions will be administered in 30-minute increments.
 - Automate calendar sign-ups with all available coaches to ensure City leaders have unrestricted access to individual coaching sessions, and to ensure individual coaching hours do not exceed a total of 29.473 hours.
- 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. 11: Perform regular check ins with the Learning and Development team, as well as conduct cross over meetings with expert consultants at \$375 per hour not to exceed 14 hours (\$5,250)

A. Services: Regular process check ins, as well as cross over meetings will be conducted with the Learning and Development team.

B. Deliverable: The Consultant will:

- Provide the Learning and Development team with regular verbal progress report updates.
- Provide the Learning and Development team with any changes or developments to forum design.
- Hold cross-over meetings with expert consultants in the field of Diversity, Equity, and Inclusion.

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. 12: Present evaluation and recommendation based on the collection of qualitative and quantitative training data at \$375 per hour not to exceed 6.5 hours (~~\$2,427.5~~)

is amended as follows: Task No. 12: Present evaluation and recommendation based on the collection of qualitative and quantitative training data at \$375 per hour not to exceed (7) hours (\$2,625)

A. Services: Following the completion of the training program, the Consultant will provide the City with a written evaluation and recommendation based on collected qualitative and quantitative data.

B. Deliverable: The Consultant will:

- Provide the City with a feedback report based on survey and feedback results.
- Provide the City with a set of best practices to further develop and implement.
- Present findings to City leadership.

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.]

First Second Third **Revised Attachment C: Compensation Table**

This Revised Attachment C is an attachment to the First Second Third amendment to Approved Service Order No. 01 issued pursuant to the Master Agreement.

Part 1 – Compensation for Services			
Column 1	Column 2	Column 3	Column 4
Task Nos.	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	\$14,062.5
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	\$6,750
3	<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	\$1,125
4	<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	\$11,250
5	<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	\$1,125
6	<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	\$45,000 \$15,039.3
7	<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	\$20,250 \$18,000
8	<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	\$6,750
9	<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	\$5,250 \$6,750
10	<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	\$8,250 \$11,052.5
11	<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	\$5,250

12	<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	\$2,427.5 \$2,625	
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.						\$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) sub-consultant costs.						\$0
Maximum Service Order Compensation (sum of Parts 1 through 3):							
						\$99,779.3	