

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

Cover Page

- 1a.** Intentionally Omitted **1b.** AC Contract No.: 664243
- 2.** Approved Service Order No. 16
- 3.** Consultant’s Name: CPS HR Consulting

- 4.** Project Name: CPS HR Consulting for one (1) Deputy Fire Chief Executive Recruitment position for the Fire Department (Full Recruitment).
- 5.** Project Location: City of San José (City Hall), San José, CA
- 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:	\$	237,000.00
b. Maximum Service Order Compensation for this Approved Service Order:	\$	25,000
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	212,000.00

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. **001-54-420000-4052 (50%)/240-54-485400-4052 (50%)**

Fund:	Appn:	RC:	Amount:
240	54	54-485400-4052	\$12,500(50%)
001	54	54-420000-4052	\$12,500 (50%)

Authorized Signature: *Carrie Rank*
Carrie Rank (10/14/2021)
 Email: carrie.rank@sanjoseca.gov Date: _____

Fire Department Analyst: *Laura Jean Black*
Laura Black (10/14/2021)
 Email: laura.black@sanjoseca.gov Date: _____

8. Division Analyst Approval: *Daniel Mendoza*
Daniel Mendoza (10/14/2021)
 Email: daniel.mendoza@sanjoseca.gov Date: _____

9. Consultant Approval: *Pam Derby*
pderby@cpsshr.us (10/20/2021)
 Email: pderby@cpsshr.us Date: _____

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: *Jennifer Schembri*
Jennifer Schembri (10/20/2021)
 Email: jennifer.schembri@sanjoseca.gov

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: Service Order #16: CPS HR Consulting for one (1) Deputy Fire Chief Executive Recruitment position for the Fire Department (Full Recruitment).

Task No. 1: Recruitment

A. Services:

- a. CONSULTANT shall:
 - i. Develop a candidate profile, position description and applicant qualifications based on interviews with stakeholders as determined by the assigned Executive Recruitment Manager including a representative group of the members of the department and/or CITY executive staff.
 - ii. The candidate profile, position description, and applicant qualifications will be used as the basis for the solicitation of potential candidates.
- b. CONSULTANT shall:
 - i. Prepare a recruitment brochure for the position and present the draft to CITY for review and approval prior to printing; and
 - ii. Develop advertisements and place the advertisements for publication in magazines, journals, newsletters, websites, job bulletins, and resources deemed appropriate by CONSULTANT.
- c. CONSULTANT shall:
 - i. Send Invites to Target list of individuals.
 - ii. Make direct contact with targeted individuals in comparable organizations at the appropriate level. These invitations will be followed up with direct phone calls to potential candidates to gauge interest.
 - iii. Attract top candidates both locally and nationwide who best satisfy the requirements and qualifications of the position through fair and effective solicitations.
 - iv. Advertise and provide outreach to engage a diverse candidate pool.
 - v. Execute a direct mail campaign for the position by distributing copies of the recruitment brochure to a targeted audience and key professional associations.
 - vi. Select quality candidates for consideration from past CONSULTANT searches.

B. Deliverable: Consultant will prepare a recruitment brochure, place advertisements, and send invites to target list of individuals.

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:
- On or before 7 business day from execution of service order

Master Agreement AC No.: 664243
 Consultant: CPS HR Consulting
 Service Order No.: #16

Task No. 2: Candidate Evaluation

A. Services: The Consultant will complete a screening and assessment process which includes:

- a. Review, acknowledge, and evaluate all resumes and other supporting materials received from all candidates.
- b. Screen applications using standard methods, including verification of credentials, qualifications, and ranking recommendations; and evaluate candidates against the approved candidates profile, position description, and applicant qualifications.
- c. Identify the most promising candidates for the position, based on the position profile, and CONSULTANT shall conduct preliminary screening interviews and background checks with those candidates. To the extent possible, CONSULTANT shall conduct screening interviews in person.
- d. Prepare a client report for CITY that contains a summary of the results of the recruitment process and recommends the candidates whose backgrounds and experiences closely match the requirements of the position, which will include a profile of each candidate's experience, skills assessment, and analysis of strengths and weaknesses.
- e. Meet with the CITY to review the client report and assist the CITY in selecting a group of five (5) to ten (10) finalists for the positions for further evaluation.
- f. Design a selection process for the identified finalist candidates. CONSULTANT shall provide CITY with interviewing and selection tips, suggested interview questions and rating forms.
- g. Prepare all materials needed to conduct interviews and provide them to City prior to interview day for review and approval.
- h. Invite candidates for interview and provide candidates with all necessary instructions to prepare for the interview day.
- i. Attend the interviews and facilitate the interview process.
- j. Assist CITY in scheduling final candidates for interviews with the hiring manager(s).
- k. Organize and attend site visits along with designated City officials.

B. Deliverable: Weekly client progress reports will be sent to the City and a final client summary report will be provided.

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:
- On or before 7 business Days from application closings date.

Task No. 3: Completion of Reference/Background Checks and Position Closure

A. Services:

- a. CONSULTANT shall notify the CITY that the candidates have been notified to move forward with references.
- b. CONSULTANT shall conduct reference checks of the top two (2) to four (4) candidates for the position as directed by CITY and obtain background checks from a licensed firm (including credit report, court records check, driving record, academic degree confirmation, and newspaper article search), as directed by CITY.
- c. Upon CITY's final selection for the positions, CONSULTANT shall assist CITY in formulating appropriate compensation and other employment arrangements for the selected candidate.

Form Name: Master Consultant Agreement (Non-Capital Projects)
 Service Order - Attachment A: Tasks

Form/File No.: 1349220/T-32026

City Attorney Approval Date: September 2016

B. Deliverable: Consultant shall conduct Reference and Background Checks and assist in each position closure.

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:

On or before 7 Business Days from Completion of interview process.

Attachment B: Terms and Conditions

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

Name: Daniel Mendoza	Phone No.: 408-504-2596
Department: Human Resources	E-mail: Daniel.mendoza@sanjoseca.gov
Address: 200 E. Santa Clara St., 4 th fl, San José, 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: Pamela Derby	Phone No.: 916 471 3126			<u>X</u>
Address: 2450 Del Paso Road, Suite 220 Sacramento, CA 95834	E-mail: pderby@cpsshr.us			
<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 **cannot** 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.

Master Agreement AC No.: 664243
 Consultant: CPS HR Consulting
 Service Order No.:# 16

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
Due at start of first meeting	<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	\$6,250
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	\$6,250
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	\$6,250
3	<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	\$6,250
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):			\$25,000

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney

- City Manager
 City Clerk **OR** Return to
 Dept. (circle one)

Insurance Certificates / Waivers Electronically Signed: Select one

- Business Tax Certificate
 Contacted Clerk re: Form 700
 Supplemental Memorandums (if applicable): Select One
- Audit Trail Attached (if applicable)
 Scanned Signature Authorization

Type of Document: Service Order

Type of Contract: Consulting Services

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 664243-007

Contractor: CPS HR Consulting

Address: 2450 Del Paso Road, Suite 220 Sacramento, CA 95834

Phone: 916.471.3126

Email: pderby@cpsshr.us

Contract Description: Service Order #16: CPS HR Consulting for one (1) Deputy Fire Chief Executive Recruitment position for the Fire Department (Full Recruitment).

Term Start Date: upon execution

Term End Date: 1/31/2022

Extension: No

Method of Procurement: N/A

RFB, RFP or RFQ No.: _____ Date Conducted: _____

Agenda Date (if applicable): _____

Agenda Item No.: _____

Resolution No.: _____

Ordinance No.: _____

Original Contract Amount: \$540,000.00

Amount of Increase/Decrease: \$25,000

Option #: _____ of _____ Option Amount: _____

NTE/Updated Contract Amount: \$212,000

Fund/Appropriation: 001-54-420000-4052 (50%) / 240-54-485400-4052 (50%)

Revenue Agreement: Select one

Form 700 Required (Selection mandatory for processing): Select one

Tax Certificate No.: 8636958460


Expiration Date: 4/15/2022

Department: HR (48)

Department Contact: Carrie Rank


Carrie Rank (10/14/2021)
Email: carrie.rank@sanjoseca.gov

Notes:

Department Director Signature: 
Jennifer Schembri (10/20/2021)
Email: jennifer.schembri@sanjoseca.gov

Office of the City Manager Signature: _____ Date

Date