

**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. **23**
- 3.** Consultant's Name: **CPS HR Consulting**

- 4.** Project Name: **Executive Recruitment for Deputy Director- CMO**
- 5.** Project Location: **San Jose, 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: | \$ | 62,000 |
| b. Maximum Service Order Compensation for this Approved Service Order: | \$ | 24,000 |
| c. New unencumbered balance in Master Agreement (7.a – 7.b): | \$ | 38,000 |
- 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) will be encumbered to pay for this Approved Service Order. **001-41000306-4052**

Authorized Signature: _____

Jessica Lowry

Date: _____

Email: jessica.lowry@sanjoseca.gov
Date: 03/10/2023 GMT

8. Division Analyst Approval: _____

Manjit Atwal

Date: _____

Email: manjit.atwal@sanjoseca.gov
Date: 03/10/2023 GMT

9. Consultant Approval: _____

Melissa Asher

Date: _____

Email: masher@cpshr.us
Date: 03/10/2023 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: N/A Date: _____

11. City Director Approval: _____

Jennifer Schembri

Date: _____

Email: jennifer.schembri@sanjoseca.gov
Date: 03/10/2023 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:

Executive Recruitment for Deputy Director- City Manager's Office

Task No. 1: Development of Candidate Profile and Recruitment Strategy

A. Services: Consultant conducts and facilitates meetings with CMO staff, Human Resources (HR) staff and other stakeholders as identified by the City to obtain detailed understanding of the positions, key goals, challenges, and organizational cultures to develop the recruitment brochure. In addition identify specific competencies, experiences and personal attributes needed for this position.

Consultant will distribute and advertise the final, approved brochure including in magazines, journals, newsletters, job bulletins and websites.

B. Deliverable:

- Consultant compiles input from meetings with CMO staff, HR staff and/or other stakeholders to develop recruitment profile or brochure including but not limited to:
 - Issues and challenges facing the department/position.
 - Desired training, experience, leadership style and other personal characteristics of the candidates.
 - Relevant information about the department such as budgets, organization charts, etc.
 - Consultant submits draft brochures to City for modification and approval.
- Upon approval of the final brochure, Consultant shall distribute the brochure in a wide and varied manner including placing advertisements for publication in magazines, journals, newsletters, websites, job bulletins, key professional associations, and other resources as deemed appropriate by Consultant to develop a diverse and qualified candidate pool.

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: March 6, 2023.
- On or before ___ Business Days from _____.

Task No. 2: Recruitment and Outreach

A. Services:

Consultant will, after having distributed and advertised the final, approved brochure, develop a diverse and qualified candidate pool by conducting robust outreach.

B. Deliverable:

- Consultant shall outreach targeted individuals in comparable organizations at the appropriate levels to advertise the recruitment and gauge interest. Targeted outreach can include but not limited to direct phone calls, emails, and/or direct mail campaign. Conduct personal outreach to ensure that competitive candidates from diverse backgrounds apply for the position.
- Consultant shall outreach to any potential qualified candidates from Consultant's past searches.
- Consultant shall use the brochure to provide information about the position to potential candidates.

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: April 7, 2023.

Task No. 3: Candidate Assessment

A. Services: Consultant will review applications/resumes, conduct preliminary screenings, and/or conduct preliminary interviews to identify potential, qualified candidates, and verification of credentials, qualifications and ranking recommendations. Consultant will develop a client report containing the results of the preliminary assessment. Consultant will present the client report to City staff to identify and recommend the top five (5) to ten (10) candidates for each recruitment's subsequent assessment.

B. Deliverable:

- Consultant will acknowledge, review, and evaluate all applications, resumes, supporting materials received from all candidates concurrent with Task #2.
- Consultant will provide City with weekly progress report (concurrent with Task #2) on the applications received to include the applicants' names, their current positions and organizations.
- Consultant will conduct preliminary screening interviews with candidates. To the extent possible, Consultant will conduct preliminary screening interviews in person.
- Consultant will identify the most qualified candidates based on the position profile.
- Consultant will prepare a client summary report containing the results of the preliminary screening and recommend the candidates whose backgrounds and experiences closely match the requirements of the position. This will include creating a profile of the candidate's experience, skills assessment, and analysis of strengths and weaknesses for each candidate to be reviewed. If video is used for the preliminary interviews, this should be a part of the profile packet.
- Consultant will present the final client summary report to City staff and assist City staff to select five (5) to ten (10) top candidates for subsequent assessment. However, as the Consultant is assessing the candidates, concurrently with Task #2, the Consultant will review candidate summaries as part of their weekly progress report.
- Consultant will verify academic degrees/licenses/certifications for top candidates recommended for the interviews.

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: ___ April 14, 2023 _____.
- On or before ___ Business Days from _____.

Task No. 4: Final Interviews

A. Services: Consultant will support the final interview process to ensure a final candidate is selected.

B. Deliverable:

- Consultant will develop interview packets in coordination with CMO.
- Consultant will coordinate the scheduling of final interviews with candidates in coordination with the CMO.
- Consultant will facilitate final interview process in coordination with the CMO.
- Consultant will communicate outcome of interviews to final candidates.

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: May 5, 2023 _____.
- 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: Manjit Atwal	Phone No.: 408.975-1402
Department: Human Resources	E-mail: Manjit.atwal@sanjoseca.gov
Address: 200 E. Santa Clara St., 4th Floor, Tower, SJ, 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: Melissa Asher	Phone No.: (916) 471-3358			X
Address: 2450 Del Paso Road, Ste. 220, Sacramento, CA 95834	E-mail: masher@cpsshr.us			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
1. Andrew Nelson	Recruiter			X
anelson@cpsshr.us 916-471-3329				
2. Joanne Peterson	Recruiter			X
jpeterson@cpsshr.us 916-471-3350				

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. n/a	
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
1-4	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$8,000.00 /a month – 3 months
	<input type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	
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 <i>not</i> 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):			\$24,000.00

One-Year Service Guarantee

If the employment of the candidate selected and appointed by the City as a result of a full executive recruitment (*Phases I, II, and III*) comes to an end before the completion of the first year of service, CPS HR will provide the City with professional services to appoint a replacement. Professional consulting services will be provided at no cost. The City would be responsible only for expenses such as re-advertising, consultant travel, additional background checks, etc. **This guarantee does not apply to situations in which the successful candidate is promoted or re-assigned within the organization during**

the one-year period. Additionally, should the initial recruitment efforts not result in a successful appointment, CPS HR will extend the aggressive recruiting efforts and screen qualified candidates until an offer is made and accepted. CPS HR does not provide a guarantee for candidates placed as a result of a partial recruitment effort.