

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

Cover Page

- 1a. Intentionally Omitted
1b. AC Contract No.: 665291
2. Approved Service Order No. 4
3. Consultant's Name: Kenneth Hargis

- 4. Project Name: Fire Engineer Sworn Promotional Examination
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:

Table with 2 columns: Description and Amount. Row 1: Current unencumbered amount in Master Agreement: \$ 255,400. Row 2: Maximum Service Order Compensation for this Approved Service Order: \$ 9,800. Row 3: New unencumbered balance in Master Agreement (7.a - 7.b): \$ 245,600.

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: 001-54-360000-4052

Fund: 001 Appn: 0542 RC: 360111-4052 Amount: \$9,800

Authorized Signature: Carrie Rank (12/7/2021) Date: \_\_\_\_\_

Fire Department Signature: Laura Black (12/8/2021) Date: \_\_\_\_\_

8. Division Analyst Approval: Daniel Mendoza (12/8/2021) Date: \_\_\_\_\_

9. Consultant Approval: Kenneth Hargis (12/9/2021) Date: \_\_\_\_\_

10. Approval as to Form (City Attorney):

[X] 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: \_\_\_\_\_ (Sr.) Deputy City Attorney

11. City Director Approval: Jennifer Schembri (12/9/2021) Date: \_\_\_\_\_

## 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:

Provide promotional testing services for the Fire Engineer classification.

### Task No. 1: Project Management and Communication

- A. **Services:** Consultant to work with HR and Fire to identify the project team and subject matter experts (SMEs); and develop a project timeline.
- B. **Deliverable:**
  - Identify project team members, including identifying a small group of highly trustworthy and competent SJFD staff to serve as Subject Matter Experts (SMEs).
  - Maintain security of the test.
  - Minimize time requirements for City of San Jose staff by making every effort to accommodate work schedules while meeting exam timelines and adhere to the timelines specified in the job announcements.
  - Establish a project timeline.
  - Coordinate with HR and Fire to identify locations for exam administration, candidate orientation, and appeal meetings.
  - Report and resolve any developments or changes that may affect the process or timeline.
- 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: Ongoing from 1/7/2022 throughout the completion of all tasks listed in this service order.
  - On or before \_\_\_ Business Days from \_\_\_\_\_.

### Task No. 2: Job Analysis Review/Update, and Examination Plan Development

- A. **Services:** Consultant to work with project team to conduct job analysis and develop examination plan.
- B. **Deliverable:**
  - Schedule and conduct meetings in conjunction with HR and Fire Department subject matter experts to determine specific areas of emphasis and focus of the written, oral or practical phases of the examination process.
  - Review and confirm reading list materials.

- Conduct job analyses, including meeting with SMEs to identify tasks, KSAs, and linkages and to provide a new scale rating and weights. Provide documentation of the meetings required for the job analysis review or update and specify in writing that the job analysis is current, including providing a job analysis report.
- The job analysis must also determine the appropriate weighting for each dimension being tested.
- Create an examination plan for written examination that reflects the job analysis results.

**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: 4/25/2022
- On or before \_\_\_\_ Business Days from \_\_\_\_\_.

### **Task No. 3: Written Examination**

**A. Services: Develop Written Examination**

**B. Deliverable:**

- Develop exam that will meet all current legal standards for content validation and be consistent with current SJFD testing practices.
- Based upon the knowledge, skills, and abilities as identified by the job analyses and consultation with the Fire Chief, develop written examinations as appropriate for the above described position that are job-related and meet current Uniform Guidelines on Employee Selection Procedures for content validation.
- The exams shall be consistent with past practices regarding the Fire Department's promotional assessments, including but not limited to exam weighting, exam review and the exam protest process.
- Complete test development and department validation in accordance with time frames to be developed and agreed upon by the City and Consultant.

- Develop assessment processes that minimize the amount of development and administration time spent by City employees.
- Meet with HR & SMEs to review questions and verify keyed answers.
- Develop oral or practical rating criteria based on job analysis and testing methodology.
- Assist the Director of Human Resources in establishing an appropriate pass point for the written examinations. Recommend a pass point by using accepted statistical measures and validation criteria, include being based on SMEs taking the exams and completing Angoff exercises, and based on statistically defensible procedures.
- Represent the City as a subject matter expert at protest meetings and if necessary before the Civil Service Commission.
- Assist the City in defending against any disputes relating to promotional assessments.
- Provide proctor's instructions and keyed and unkeyed master test booklets.
- Each exam or test will be a minimum of 100 items or more. Each exam will be reviewed with the SMEs to ensure accuracy and job relatedness. All test items will be referenced to the reading list source materials.
- Provide Human Resources with a hard copy of the multiple-choice test materials in advance of test administration.
- Assist City Staff in scoring the exam using the City's Scantron system.
- Submit a final report which includes a description of the entire test development, administration and scoring process.
- Research protests, respond and prepare recommended responses and final decisions for approval by the Director of HR, represent the City as a subject matter expert at protest meeting and, if necessary, before the Civil Service Commission.
- Assist the City in defending against any legal challenge, EEOC challenge, etc.

**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: 6/10/2022 for Written Exam and other tasks listed as on going for the duration of order.

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: Carrie Rank	Phone No.: 975-1486
Department: HR	E-mail: carrie.rank@sanjoseca.gov
Address: 200 E. Santa Clara St., 4 <sup>th</sup> 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
<b><u>Consultant's Contract Manager</u></b>				
Name: Kenneth Hargis	Phone No.: 650-968-3788			<u>X</u>
Address: 1865 Grant Park Lane Los Altos, CA 94024	E-mail: kenhargis@sbcglobal.net			
<b><u>Other Staffing</u></b>				
<u>Name:</u>	<u>Assignment:</u>			
N/A				

**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. <i>n/a</i>	
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
1-2	<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	\$1,000
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	\$8,800
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 <b>not</b> 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
<b>Maximum Service Order Compensation (sum of Parts 1 through 3):</b>			<b>\$9,800</b>

# City of San José Contract/Agreement Transmittal Form

## Route Order

## Attached / Completed

## Electronically Signed

TO:  City Attorney

Insurance Certificates / Waivers  Electronically Signed: Select one

City Manager

Business Tax Certificate

Audit Trail Attached (if applicable)

City Clerk **OR** Return to

Contacted Clerk re: Form 700

Scanned Signature Authorization

Dept. (circle one)

Supplemental Memorandums  
(if applicable): Select One

Type of Document: Service Order

Type of Contract: Consulting Services

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### **REQUIRED INFORMATION FOR ALL CONTRACTS:**

Existing GILES # 665291

Contractor: KENNETH HARGIS

Address: 1865 GRANT PARK LN LOS ALTOS CA 94024

Phone: 650-400-6993

Email: KENHARGIS@SBCGLOBAL.NET

Contract Description: Fire Engineer Service Order #4 from Master Service Agreement for Fire Battalion Chief Sworn Promotional Examination

Term Start Date: upon execution

Term End Date: 6/30/2022

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: \$320,000

Amount of Increase/Decrease: 9,800

Option #: \_\_\_\_\_ of \_\_\_\_\_ Option Amount: \_\_\_\_\_

NTE/Updated Contract Amount: 245,600

Fund/Appropriation: 001-54-360111-4052 /0542

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

Revenue Agreement: Select one

Tax Certificate No.: 2351612210

Expiration Date: 9/15/2021

Department: HR (48)

Department Contact: Carrie Rank

Carrie Rank  
Carrie Rank (12/7/2021)  
Email: [carrie.rank@sanjoseca.gov](mailto:carrie.rank@sanjoseca.gov)

Customer (Finance Only): \_\_\_\_\_

Notes:

Department Director Signature: \_\_\_\_\_

Jennifer Schembri  
Jennifer Schembri (12/9/2021)  
Email: [jennifer.schembri@sanjoseca.gov](mailto:jennifer.schembri@sanjoseca.gov)

Date

Office of the City Manager Signature: \_\_\_\_\_

Date