

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

Cover Page

- 1a. Intentionally Omitted
1b. AC Contract No.: 30787 (GILES 665291)
2. Approved Service Order No. 6
3. Consultant's Name: Kenneth Hargis

4. Project Name: Fire Prevention Inspector Sworn Promotional Examination – Fire Department

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 a: Current unencumbered amount in Master Agreement: \$ 227,850. Row b: Maximum Service Order Compensation for this Approved Service Order: \$ 15,900. Row c: New unencumbered balance in Master Agreement (7.a – 7.b): \$ 211,950.

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

Fund: 001 Appn: 0542 RC: 420000 Amount: 15,900

Authorized Signature: Laura Black Date: \_\_\_\_\_

Email: laura.black@sanjoseca.gov
Date: 02/09/2023 GMT

8. Division Analyst Approval: Courtney Phommachack Date: \_\_\_\_\_

Email: courtney.phommachack@sanjoseca.gov
Date: 02/09/2023 GMT

9. Consultant Approval: Kenneth R. Hargis Date: \_\_\_\_\_

Email: kenhargis@sbcglobal.net
Date: 02/09/2023 GMT

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: \_\_\_\_\_

11. City Director Approval: Jennifer Schembri Date: \_\_\_\_\_

Email: jennifer.schembri@sanjoseca.gov
Date: 02/09/2023 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:

**Provide promotional testing services for the Fire Prevention Inspector 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 **2/10/2023** 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: **May 12, 2023**
- 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.
- 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: **7/21/2023** 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.]

#### **Task No. 4: Candidate Orientation**

**A. Services: Conduct a live Candidate Orientation**

**B. Deliverable:**

- Provide a candidate orientation session for candidates to gain valuable written and verbal information regarding the promotional process, up to two hours in length, that will include both information on the written exam and the assessment center.
- The orientation session will be designed to familiarize eligible candidates with a definition and overview of the testing process and specific assessment activities, the assessment dimensions that are the focus and basis of the testing process, guidance as to expected behavior and how to perform one's best during the testing process, etc.
- Candidates will have an opportunity to ask general questions during the orientation session(s).
- Candidates will be provided with a manual developed to review and study.
- This orientation session can be videotaped and or conducted on more than one occasion in order to accommodate candidate work schedules and the Department's operational needs.
- Extra copies of the manual associated with the orientation will be left with the Department to be distributed.

**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: **7/21/2023**

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: Oral/Assessment Exam**

**A. Services: Develop and conduct an assessment exam**

**B. Deliverable:**

- Develop assessment processes that minimize the amount of development and administration time spent by City employees.
- Produce promotional assessment and assessment processes that will meet the Uniform Guidelines on Employee Selection Procedures and other applicable standards for the City and will be consistent with past practices regarding Fire Departments promotional assessments, including but not limited to exam weighting, exam review, and the exam protest process.
- Develop oral or practical rating criteria based on job analysis and testing methodology.
- Work with SMEs to determine the content of which each exercise will be comprised (based on the job analysis data), and the SMEs to ensure the validity by linking each exercise to the appropriate KSAs and meet with SMEs for a final review of all exercise components for the target rank.
- Customize and administer exercises in different combinations as appropriate, of Fire Simulation/Incident Command Exercise, Role-Play Exercise, Oral Presentation Exercise, In Basket Exercise (Verbal and or Written), Structured Interview, Problem Solving Exercise, and/or Memo/Report Writing Exercise.
- Develop assessment center content; meet with HR & SMEs to review questions and rating guidelines.
- Recruit and train assessors, who have demonstrated professional, unbiased and consistent expertise, and will consist of active fire service personnel at or above the target rank being assessed with the background and expertise for the applicable target rank. Final approval of all assessors will be by mutual agreement between Kenneth Hargis and the City of San José.
- Develop and conduct a training session with all assessors and a training manual for each assessor will be provided. The training session will involve the assessment techniques developed as part of this project and ensure that the assessors are competent in observing, recording, classifying and evaluating candidate behavior. The training will include how to complete rating sheets, the operational philosophy

and procedures, practice observing and rating performance and behavior through a series of exercise, review of applicable City and Department information, review of scoring schedule and administrative procedures, including assessor responsibilities, site logistics, applicable forms, review of the KSAs/assessment dimensions to be evaluated, their operational definitions and the assessment model utilized, and behavioral observation, classification and evaluation methods.

- Coordinate with HR & Fire to confirm test administration location and administer the examination.
- Be on-hand to administer all components of each assessment center. Provide all materials needed for the administration of the exercise, including candidate instructions and materials, proctor instructions, assessor materials, exercise administration and rating materials, and any additional materials or resources deemed appropriate by the City/Department in order to maintain the security and integrity of the process. Also ensure that the shipping of all materials is secure and that only Kenneth Hargis will have access to all testing documents.
- Upon completion of the administration of each process, Kenneth Hargis will hold a debrief session discussing the overall process with Department representatives and the assessors who observed and scored the candidates, as well as review the overall averages of candidate scores for each component and provide feedback to the Department regarding areas of strength and potential areas for improvement.
- Final rating sheets will be available at the debrief session.
- Be available on brief notice to provide technical and professional assistance to the City and Department representatives and provide expert testimony to assist the City in defending against any disputes relating to promotional assessments if it is legally changed and or litigated.
- Assist City Staff in scoring the Assessment center outcome
- Submit a final report which includes a description of the entire test development, administration and scoring process.

**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: **8/28/2023**

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: Candidate Feedback**

**A. Services: Candidate Feedback of Oral/Assessment Exam**

**B. Deliverable:**

- Provide individual feedback reports to distribute to each participating candidate that will include assessment scores and information detailing each candidate's strengths and weaknesses across the testing dimensions and against the group average. Furthermore, feedback will include information on how each candidate can better his/her performance in future assessments and on the job.

**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: **9/15/2023**

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.]

## Attachment B: Terms and Conditions

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

Name: Courtney Phommachack	Phone No.: 408-975-1450
Department: Human Resources	E-mail: courtney.phommachack@sanjoseca.gov
Address: 200 E. Santa Clara St., 4 <sup>th</sup> Floor, 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>		
		<b>Yes Already Filed (Date Filed)</b>	<b>Yes Need to File</b>	<b>No</b>
<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 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. <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
4	<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	\$500
5	<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	\$4,500
6	<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	\$1,100
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>\$15,900.00</b>