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

Cover Page

1a.	Intentionally Omitted		1b . AC C	Contract No.: 665291			
2.	Approved Service Order No. 7						
3.	Consultant's Name: KENNETH HARGIS						
4.	Project Name: FIRE ENGINE	ER SWORN PROMOT	IONAL EXAMI	NATION – FIRE DEPA	RTMENT		
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 ar	nount in Master Agreen	nent:	\$	211,950		
	b. Maximum Service Order	Compensation for this	Approved Se	rvice Order: \$	9,800		
	c. New unencumbered balance	ce in Master Agreement	(7.a – 7.b):	\$	202,150		
	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	ppn: 0542	RC: 570000	Amount: \$	6,800		
	Fund: 001	Fund: 001 Appn: 0542 RC: 360111 An					
	Authorized Signature:	Laura B(iil: laura.black@sanjoseca.gov o3/08/2023 GMT		Date:			
8.	Division Analyst Approval:	'Email: cyrus.castillo@sanjoseca.g	ov	Date:			
9.	Consultant Approval: Consultant Approval:			Date:	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:	N/A		Date:			
11.	City Director Approval:	Tennifer schembligsanjose Date: 03/09/2023 GMT		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. <u>Services</u>: 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.	<u>Completion Time</u> : 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 3/8/2023 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

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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.

<u>Completion Time</u> : The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:						
\boxtimes	On or before the following date: 6/25/2023					
	On or before Business Days from					

Task No. 3: Written Examination

A. <u>Services</u>: 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 jobrelated 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.

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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:						
	⊠ for the	On or before the duration of order.	•	3 for Written Exam and other tasks listed as on going			
	the sec		Business Days from _	[Fill in contingent on completion of the prior task or an event.]			

Attachment B: Terms and Conditions

1. <u>City's Contract Manager</u>: The City's contract manager for this Approved Service Order is:

Name: Cyrus Castillo	Phone No.: 408-535-5631
Department: Human Resources	E-mail: Cyrus.Castillo@sanjoseca.gov
Address: 200 E. Santa Clara St., 4 th 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."

	Required to File Form 700?			
Consultant's Contract	Yes Already Filed (Date Filed)	Yes Need to File	No	
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			
Other Staffing				
<u>Name</u> :	Assignment:			

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N/A									
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	Subcon	sultants: Whichever of the	ne following is marked applic	es to this Approve	d Service Orde	r:			
	\boxtimes	The Consultant can <i>not</i> us	se any subconsultants.						
	☐ The Consultant can use the following subconsultants to assist in providing the required servic and deliverables:								
		Subconsu	Itant's Name	Area of \	<u>Work</u>				
		1. n/a							
		2.							
		3.							
	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 expense 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:								
		Additional Re	eimbursable Expense(s)		<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.

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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	olumn 1 Column 2		Column 3			Column 4		
Task Nos. from Attachment A	Basis of Compe	ensation		Invoice Period				
1-2	☐ Time & Materials		☐ Monthly		☐ Completion of Work	\$1,000		
3	☐ Time & Materials		☐ Monthly		☐ Completion of Work	\$8,800		
	☐ Time & Materials		☐ Monthly		☐ Completion of Work			
	☐ Time & Materials		☐ Monthly		☐ Completion of Work			
	☐ Time & Materials		☐ Monthly		☐ Completion of Work			
Part 2 – Reimbursable Expenses								
	are separately reimbursable. Part 1 include(s) payment for a		penses are separately reimbursable in the maximum amount of:		\$0			
Part 3 – Subconsultant Costs								
	nt costs are <i>not</i> separately con Column 4 of Part 1 include(s)		Subconsultant costs are separately compensable in the maximum amount of:			\$0		
Maximum Service Order Compensation (sum of Parts 1 through 3): \$								

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