

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

**Cover Page**

**1a.** Intentionally Omitted **1b.** AC Contract No.: 665296 (Giles)  
Vendor# 18379  
AC# 30742

**2.** Approved Service Order No. **06**

**3.** Consultant's Name: **CPS Consulting**

**4.** Project Name: **San José Police Sergeant Promotional Assessment**

**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 <b>unencumbered</b> amount in Master Agreement:	\$	209,630
b. <b>Maximum Service Order Compensation for this Approved Service Order:</b>	\$	-31,980
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	177,650

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. **001-50-000230-4052**

**Fund: 001    Appn:    RC: 000230    Amount: \$31,980**

**Aut** *Lisa Perez* Date: \_\_\_\_\_  
Email: lisa.perez@sanjoseca.gov

**8. Division Analyst Approval:** *Jonathan Munoz* Date: \_\_\_\_\_  
\*Email: jonathan.munoz@sanjoseca.gov

**9. Consultant Approval:** *Victoria Quintero Brashear* Date: \_\_\_\_\_  
Email: vbrashear@cpsnr.us

**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

## 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.

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### General Description of Project for which Consultant will Provide Services:

Provide promotional testing services for the Police Sergeant classification.

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

- A. Services:** Consultant to work with the Department to ensure a focused and efficient project; identify the project team and subject matter experts (SMEs); and develop a project timeline.
- B. Deliverable:**
- Provide ongoing monitoring and control of project activities.
  - Identify project team members, including Department SMEs.
  - Establish a project timeline.
  - Report and resolve any developments or changes that may affect the process or timeline.
  - CPS will work with personnel from the City's Human Resources and Police Departments to ensure compliance with the Promotional MOA throughout the 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: \_\_\_\_\_.
- On or before **20 Business Days** from **Signing the Service Order**.

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

- A. Services:** Consultant to work with the Department to identify the important and frequently performed tasks and duties associated with the Police Sergeant classification; identify the criticality of the knowledge, skills, abilities, and other characteristics (KSAOs) required to perform the tasks; determine the linkage between the critical tasks and KSAOs; and determine where and when the KSAOs are acquired and how important they are to successful job performance for the Police Sergeant classification. Consultant will monitor and control the project, providing oversight and quality assurance.
- B. Deliverable:**
- Schedule and conduct meetings in conjunction with HR, Police Department, and subject matter experts to identify needs, obtain position information and reference materials, and discuss the project.
  - Consultant compiles a job analysis report, which includes input from meetings with PD staff, HR staff and/or other stakeholders, including but not limited to:

- Review the current job analysis data and update, as necessary
- Work with department subject matter experts to modify tasks and KSAOs, as necessary
- Construct job analysis questionnaires to solicit ratings, frequency and criticality of job tasks and KSAOs
- Distribute, collect and analyze data to establish lineage between the tasks and KSAO and appropriate weighting of each
- Create an examination plan that reflects the job analysis results. The initial criteria utilized in reviewing the job behaviors, tasks and KSAOs will include the following:
  - job behaviors, tasks and KSAOs that can be adequately and reasonably measured in the testing process
  - job behaviors, tasks and KSAOs that require specific skill training after promotion in order to be successfully performed will be avoided
  - job behaviors, tasks and KSAOs that are deemed to be difficult or impossible to standardize, or to otherwise administer in a consistent manner, will be avoided
  - job behaviors, tasks and KSAOs that would entail a prohibitively high financial outlay to simulate will be avoided
- 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: \_\_\_\_\_.
- On or before 20 Business Days from completion of Task No 1.

**Task No. 3: Development, Administration and Scoring of the Written Assessment**

**A. Services:** Consultant will develop, administer, facilitate, proctor, and score an examination process for the Police Sergeant classification, including any necessary appeals.

**B. Deliverable:**

- Consultant will develop, administer, facilitate, and proctor a written examination and assessment center based on the examination plan and required source materials.
- Consultant will provide all materials necessary for the exam, proctor's instructions, test booklets, appeal forms, and answer sheets.
- Consultant will manage an appeal process in accordance with the City's rules, policies, and past practices.
- Consultant will host a Protest Review Meeting.
- Consultant will conduct a candidate orientation session.
- Consultant will provide all materials necessary for the orientation.
- Consultant will train assessors for the assessment center.
- Consultant will proctor assessment center.
- Consultant will recommend decisions to HR and Department staff.
- Consultant will compile and provide candidate scores and ranking.
- Consultant will provide feedback reports for each candidate.
- Consultant will gather candidate feedback.

**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: \_\_\_\_\_ **1/13/2023** \_\_\_\_\_.
- 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: 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: Vicki Quintero Brashear	Phone No.: 916-471-3481			<u>X</u>
Address: 2450 Del Paso Road, Suite 220	E-mail: vbrashear@cpsshr.us			
<b><u>Other Staffing</u></b>				
<u>Name:</u>	<u>Assignment:</u>			
				<u>X</u>

**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:
- NA

<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 with 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
1-3	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee <input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee <input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee <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"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work <input type="checkbox"/> Completion of Work <input type="checkbox"/> Completion of Work <input type="checkbox"/> Completion of Work <b>\$31,980</b>
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:	
<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:	
Part 3 – Subconsultant Costs			
<b>Maximum Service Order Compensation</b> (sum of Parts 1 through 3):			<b>\$31,980</b>