

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

Cover Page

-
- 1a. Intentionally Omitted
- 1b. AC Contract No.: **OC-004917**
2. Approved Service Order No. **03**
3. Consultant's Name: **MGT of America Consulting LLC (Previously GOVHR USA)** ("Consultant")
-
4. Project Name: **Assistant Director (Overstrength) – Parks, Recreation, and Neighborhood Services Department ("Project")**
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: | \$ | 325,500 |
| b. Maximum Service Order Compensation for this Approved Service Order: | \$ | 38,000 |
| c. New unencumbered balance in Master Agreement (7.a – 7.b): | \$ | 287,500 |
- 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 64 001010 4050

Fund: _____	Appn: _____	RC: _____	Amount: \$38,000
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____

Authorized Signer:

David DeLong

Email: david.delong@sanjoseca.gov
Date: 02/26/2024 PST

David DeLong

8. Division Analyst Approval:

Myphuong Truong

Email: myphuong.truong@sanjoseca.gov
Date: 02/22/2024 PST

Myphuong Truong

9. Consultant Approval:

A. Tre

[Signature]

Email: contracts@mgtconsulting.com
Date: 02/20/2024 PST

A. Trey Traviesa

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

(Sr.) Deputy City Attorney

11. City Director Approval:

Jennifer Schembri

Email: jennifer.schembri@sanjoseca.gov
Date: 02/26/2024 PST

Jennifer Schembri

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: Conduct a full-cycle recruitment to fill an overstrength Assistant Director position in the Parks, Recreation, and Neighborhood Services Department (PRNS).

Task No. 1: Recruitment Brochure Development and Outreach

- A. **Services:** Consultant conducts and facilitates meetings with Parks, Recreation & Neighborhood Services Department (PRNS) 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 perform outreach.

Consultant shall develop, distribute and advertise the final, approved brochure to create a diverse and qualified candidate pool.

B. **Deliverable:**

- Consultant compiles input from meetings with PRNS staff, HR staff and/or other stakeholders to develop recruitment profile or brochure including but not limited to:
 - Issues and challenges facing PRNS.
 - Desired training, experience, leadership style and other personal characteristics of the candidates.
 - Relevant information about PRNS 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, newsletters, websites, job bulletins, key professional associations, social media (Twitter, Facebook, LinkedIn, Instagram, etc.), and other resources as deemed appropriate by Consultant to develop a diverse and qualified candidate pool.
- Consultant shall outreach targeted individuals in comparable organizations at the appropriate levels to advertise the recruitment and gauge interest. Targeted outreach can include but is not limited to direct phone calls, emails, and/or direct mail campaign.
- 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 times is marked:

- ☒ On or before the following date: **April 15, 2024**
- ☐ On or before ____ Business Days from _____.

Task No. 2: **Candidate Assessment**

A. **Services:** Consultant will review applications/resumes, conduct preliminary screenings to identify potential, qualified candidates. Consultant will develop a client report (recruitment report) containing the results of the preliminary assessment. Consultant will present the client report (recruitment report) to City staff to identify and select the top five (5) to ten (10) candidates for interviews.

B. **Deliverable:**

- Consultant will acknowledge, review, and evaluate all applications, resumes, supporting materials received from all candidates.
- Consultant will provide City with weekly progress report on the applications received to include the applicants' names, their current positions and organizations.
- Consultant will identify the most qualified candidates based on the position profile. (Review of each candidate's qualifications against key position requirements and presentation of client report or recruitment report.)
- Consultant will review/screen candidates' applications to ensure that top candidates' meet academic degrees/licenses/certifications requirements as listed on the brochure.
- Consultant will conduct preliminary screening interviews with candidates.
- Consultant will prepare a client report (recruitment report) containing the results of the preliminary screening and recommend the candidates whose backgrounds and experiences closely match the requirements of the position. (Preparation of client report or recruitment report for client review and approval that identifies key position requirements with which to evaluate candidates.)
- Consultant will present the client report or recruitment report to City staff to select top candidates for interviews.

C. **Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following times is marked:

- ☒ On or before the following date: **May 15, 2024**
- ☐ On or before ____ Business Days from _____

Task No. 3: Selection Process

- A. **Services:** Consultant will design a selection process for the top candidates identified. Consultant will provide City with all materials needed to conduct interviews and facilitate the interviews to identify the finalists.
- B. **Deliverable:**
- Consultant will design a selection process for the recommended top candidates from the preliminary screening including but not limited to interview questions, rating forms, written exercises, selection tips.
 - Consultant will prepare all materials needed to conduct interviews and provide them to City prior to interview day for review and approval.
 - Consultant will invite candidates for interview and provide candidates with all necessary instructions to prepare for the interview day.
 - Consultant will attend and facilitate all interview 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: **June 15, 2024**
- ☐ On or before ____ Business Days from _____.

Task No. 4: Recruitment Closure and Follow Up

- A. **Services:** Upon City's selection of the finalists, Consultant will conduct reference check, background check, credit history check, social media check and credential verification for the finalists. Consultant will also assist City staff to formulate the appropriate compensation and other employment arrangements for the selected candidate.
- B. **Deliverable:**
- Consultant will conduct all checks as listed in Task No. 4/section A for the top candidates as identified and confirmed by the City through the final interviews.
 - Consultant will assist City in formulating the appropriate compensation and other employment arrangements for the selected 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: **July 15, 2024**
- ☐ 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: Myphuong Truong	Phone No.: 408.975.1459
Department: HR	Email: myphuong.truong@sanjoseca.gov
Address: 200 E. Santa Clara St., 4 th floor Tower, San Jose, 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>		
<u>Consultant's Contract Manager</u>			Yes Already Filed (Date Filed)	Yes Need to File	No
Name: Laurie Pederson	Phone No.: 847.380.3240				X
Address: 630 Dundee Road, Suite 225, Northbrook, IL 60062	Email: lpederson@govhrusa.com				
<u>Other Staffing</u>					
<u>Name:</u>	<u>Assignment:</u>	<u>Email:</u>			
1. Chuck Balling	Recruiter	cballing@govhrusa.com 847-542-2512			X
2.					
3.					

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	<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	\$8750.00
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	\$8750.00
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	\$8750.00
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	\$8750.00
Part 2 – Reimbursable Expenses						
<input type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.			<input checked="" type="checkbox"/> Expenses are separately reimbursable in the maximum amount of:			\$3,000.00 (advertising)
Part 3 – Subconsultant Costs						
<input checked="" type="checkbox"/> Subconsultant costs are not 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):						\$38,000