



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Execute an Agreement with Cooperative Personnel Services to Develop Performance Examinations for the Positions of Firefighter and Fire Engineer

MEETING DATE: Wednesday, May 15, 2002

SUBMITTED BY: Human Resources Director

RECOMMENDED ACTION: That City Council adopt the attached resolution authorizing the City Manager to execute an agreement with Cooperative Personnel Services to develop performance examinations for the positions of Firefighter and Fire Engineer.

BACKGROUND INFORMATION:

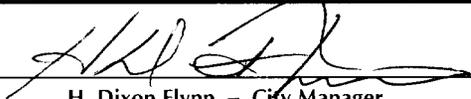
Currently the City of Lodi uses a Firefighter physical agility examination dating back to 1975 - it is time to re-evaluate this test. The need to ensure that the City is using valid examinations is a legal requirement.

The examinations for both positions incorporate a complex series of exercises designed to test several required physical or performance dimensions. These examinations will ensure that candidates possess the ability to do the job, protect employees from on-the-job injuries, protect the City from workers compensation losses, and provide valuable information for use during pre-employment medical evaluations.

The development of performance examinations is a major undertaking that requires specialized expertise and staff not currently available in the Human Resources Department. Cooperative Personnel Services (CPS), a public sector testing consultant, has reviewed the City's current examination methods. They have prepared a proposal to develop new performance examinations for the City at a cost of \$24,000.

Originally a state agency, and now a non-profit Joint Powers Agency, CPS has provided testing and human resource management services to public agencies for over 60 years. They offer a full range of human resource services with an emphasis on occupational and licensing/certification testing. Over 1,200 public agencies are CPS clients. Their network of consultants includes former state and local government human resource executives with extensive expertise and hands-on experience. They also offer highly skilled psychometricians with doctorates in related fields and extensive experience in assessment such as occupational analysis and test development.

APPROVED: _____


H. Dixon Flynn - City Manager



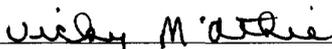
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At the present time there are no eligibility lists for the positions of Firefighter or Fire Engineer. The development of these performance examinations is being done in anticipation of new recruitments which will be performed soon. This work should be completed before the end of the current fiscal year.

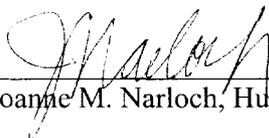
COST: \$ 24,000

FUNDING: Contingency Fund



Vicky McAthie, Finance Director

Respectfully submitted,



Joanne M. Narloch, Human Resources Director

cc: City Attorney
Fire Chief
Finance Director

APPROVED: _____

H. Dixon Flynn – City Manager



Human Resource Services for Public Agencies

241 Lathrop Way • Sacramento, California 95815 • (916)263-3600 • (800)822-4277 (Outside CA) • Fax (916)263-3613

May 6, 2002

LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES

1.0 Parties

This agreement covers professional services performed by CPS Human Resource Services (CPS) on behalf of the City of Lodi. It is understood that the City of Lodi is the client for which services will be performed and that CPS will bill the City of Lodi Human Resources Department for said services. It is further understood that employees of CPS are not employees of the City of Lodi. CPS is responsible for all compensation, taxes, benefits, and insurance of such employees.

2.0 Scope

CPS agrees to collect validity evidence for the CPS Firefighter Work Sample Test for the City of Lodi, as set forth herein.

The City of Lodi Human Resources Department shall be responsible for activities listed in Section 2.1 hereof. CPS shall be responsible for activities listed in Section 2.2 hereof.

2.1 The City of Lodi Human Resources Department shall ensure, coordinate and be responsible for the following:

- Attending information and job analysis training meetings.
- Administering and ensuring the completion of the Job Analysis Questionnaires and Linkage Questionnaires by incumbent firefighters and immediate supervisors (fire captains) in a timely and accurate manner.
- Providing CPS with documentation of the demographic composition of all fire suppression/EMS staff.
- Ensuring firefighters in the City of Lodi Fire Department perform the Work Sample test through the incumbent norming session.
- Documenting firefighters who did not participate in the norming session, but were selected to participate.
- Establishing a passing score on the test.
- Payment of appropriate fees following the payment schedule in Section 3.0 below.

2.2 CPS shall be responsible for the following:

- Coordinating and facilitating the meetings as identified in Section 2.3 below.
- Developing and printing the Job Analysis Questionnaires.
- Statistical analysis of all Job Analysis data collected.
- Statistical analysis of all incumbent norming data collected.
- Creating a Job Analysis results report that summarizes all Job Analysis data.

- Coordination of the incumbent norming session.
- Training of up to 10 staff in the administration of the test.
- Providing information to assist the City of Lodi Human Resources Department to determine a passing score.

2.3 Work Plan Activities - Dates to be established

- Information Meeting (CPS): May 7, 2002
- Distribution and Administration of Job Analysis Questionnaires (Clients): May 7, 2002
- Analysis of Job Analysis data (CPS): TBD
- Development of Job Analysis report (CPS): TBD
- Test Development (CPS and Client to be held at CPS): TBD
- Incumbent Norming Session (CPS and Client): TBD
- Analysis of Incumbent Norming Times (CPS): TBD
- Distribution and Administration of Linkage Forms (CPS and Client): TBD

3.0 Fees

3.1 Participant Fees

Phase I

Informational Meeting/Job Analysis Training \$ 2,000

Phase II

Test Development \$ 2,800*

Phase III

Norming \$ 3,000

Phase IV

**Analyze norming data
Provide passpoint information and
Validity Documentation Report** \$ 6,600

Project Management Costs \$ 2,460

Total Costs \$ 16,860

***Test Development meeting to be hosted by CPS at our offices in Sacramento.**

Note: The above costs include all CPS staff travel expenses and travel time.

3.2 Scope of Fees

These fees do not include time or costs needed due to labor problems, agency-caused delays, pre-existing legal problems, administrative differences at different levels causing additional work, other extra meetings, additional data analysis due to poor incumbent response on the job analysis, or the like. Additional consultant time necessary beyond what is included in the fees or defined under Section 2.2 will be billed at the rate of \$90 per hour for the consultant's fee, plus travel time and expenses.

3.3 Expert testimony

CPS will provide consultant assistance if the test is challenged. Consultant time will be billed at the rate of \$150 per hour for the consultant's time for preparation and \$250 per hour for actual testimony plus expenses.

3.4 Payment terms

The City of Lodi Human Resources Department will be billed as each project phase is completed. Other payment options may be available by written agreement between both parties.

3.5 Additional Tests

The client is permitted unlimited test use. If the client wishes to conduct any future incumbent norming sessions, the charge will be at the Consultant hourly billing rate in place at that time in addition to travel costs and travel time.

4.0 Miscellaneous Information

The City of Lodi Human Resources Department agrees not to share or provide the test design or other designated confidential information to others without permission from CPS.

If additional services, not encompassed within the scope of this agreement are requested of CPS, this agreement shall be suitably amended in writing by mutual agreement of the parties. The terms of this agreement shall commence upon signature of CPS and the City of Lodi and shall terminate upon completion of the contract. This agreement may be terminated by either party upon giving the other party fifteen days written notice of termination.

In the event of termination, CPS shall be paid for all work completed under this contract up to and including the effective date of termination.

_____	5/15/02	_____	_____
Signature	Date	Signature	Date
_____		_____	
H. Dixon Flynn		Name	
Name		Name	
_____		_____	
City Manager		Title	
Title		Title	

Approved as to form  City Attorney



Human Resource Services for Public Agencies

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May 8, 2002

LETTER OF AGREEMENT

1.0 Parties

This agreement is to cover consulting services performed by CPS Human Resource Services (CPS) on behalf of the City of Lodi (“the City”). It is understood that the City is the client for which services will be performed, and that CPS will bill the City for said services. It is further understood that employees of CPS are not employees of the City, and CPS is responsible for all compensation, taxes, benefits, and insurance of such employees.

2.0 Scope

CPS agrees to assist the City of Lodi in developing and validating a performance examination for Fire Engineer, as set forth herein. The City of Lodi shall be responsible for all activities contained in Section 2.1, and CPS shall be responsible for all activities contained in Section 2.2 hereof.

2.1 The City of Lodi shall be responsible for:

- a. Providing the time of subject matter experts (SMEs) and other city employees to assist with project activities.
- b. Providing the site, materials, and equipment needed for project activities.
- c. Obtaining the exam raters and covering their expenses.

2.2 CPS shall be responsible for:

- a. Conducting a Fire Engineer job analysis.
- b. Working with the city’s SMEs to design and develop the examination components.
- c. Rater training.
- d. Exam facilitation and oversight.

2.3 Workplan activities - - dates to be established:

- a. Review of Job Info
- b. Distribution of job analysis questionnaires.
- c. Analysis of job analysis data.

- d. SME Meeting – Review JA info, administer linkage questionnaire, and design exam activities.
- e. SME Meeting – Review and finalize exam activities.
- f. Exam facilitation and oversight.

3.0 Fees

Project costs are divided into two types: 1) Fixed costs associated with the conduct of a Fire Engineer job analysis, and the design, development, and facilitation of a job-related performance examination, and 2) Variable costs associated with out-of-pocket project expenses for items such as printing, shipping, and travel.

- a. Fire Engineer Performance Examination: \$ 7500.00
- b. Travel & Expenses \$ 500.00

Total Costs \$ 8,000.00

3.1 Expert Testimony

CPS will provide consultant assistance if the test is challenged. Consultant time will be billed at the rate of \$150.00 per hour for general consultant time, and \$250.00 per hour for court preparation and/or testimony (plus expenses).

4.0 Miscellaneous Information

This Letter of Agreement contains the complete terms agreed to by the parties. If additional services, not encompassed within the scope of this agreement are requested of CPS, this agreement shall be suitably amended in writing by mutual agreement of the parties.

This agreement shall commence upon signing this Letter of Agreement and shall remain in effect until completion of the project. This agreement may be terminated by either party upon giving the other party thirty (30) days written notice of termination. In the event the project is terminated early, CPS will be paid such amount as is due for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination.

City of Lodi

Matt Gruver, Mgr., Assess Services
CPS Human Resource Services

Approved as to form



City Attorney

RESOLUTION NO. 2002-95

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE
CITY MANAGER TO EXECUTE AN AGREEMENT WITH
COOPERATIVE PERSONNEL SERVICES TO DEVELOP
PERFORMANCE EXAMINATIONS FOR THE POSITIONS
OF FIREFIGHTER AND FIRE ENGINEER

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NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council does hereby authorize the City Manager to execute an agreement with Cooperative Personnel Services to develop performance examinations for the positions of Firefighter and Fire Engineer.

Dated: May 15, 2002

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I hereby certify that Resolution No. 2002-95 was passed and adopted by the Lodi City Council in a regular meeting held May 15, 2002 by the following vote:

AYES: COUNCIL MEMBERS – Howard, Land, Nakanishi, and Mayor Pennino

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Hitchcock

ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON
City Clerk