

CONTRACT NO. SC-HPD-2200028

THIS AGREEMENT (or "Agreement"), made and entered into on DEC 29 2021, by and between the CITY AND COUNTY OF HONOLULU, a municipal corporation existing under and by virtue of the laws of the State of Hawaii, with offices at Honolulu Hale, 530 South King Street, Honolulu, Hawaii 96813, hereinafter called the "CITY" (or "City"), and PSI SERVICES LLC, whose principal place of business is 300 South Burrowes Street, State College, Pennsylvania 16801, hereinafter called the "CONSULTANT" (or "Consultant").

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the CONSULTANT to assist with the Examination and Assessment of Psychological Competency and Other Characteristics for the Selection of Chief of Police; and

WHEREAS, the services required are technical and professional in nature and CITY personnel are not able to provide these services;

WHEREAS, the CONSULTANT was selected pursuant to section 103D-304, Hawaii Revised Statutes ("HRS") and the related Hawaii Administrative Rules ("HAR"), relating to the procurement of professional services; and

WHEREAS, the CONSULTANT is willing and able to provide the services set forth in this AGREEMENT;

NOW, THEREFORE, the CITY and CONSULTANT, in consideration of the foregoing and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound, hereby mutually agree as follows:

1. This Contract and the following documents, appendices and exhibits collectively form the "AGREEMENT" or "Contract Documents", all of which are attached hereto and incorporated herein:

This Contract

Appendix A: Scope of Work

Appendix B: Term/Schedule of Work

Appendix C: Pricing/Certifications

Appendix D: Special Provisions

Appendix E: General Terms and Conditions

The Contract Documents as listed hereinabove are in the order of controlling preference should there be any conflict in the terms of the Contract Documents.

2. The CONSULTANT shall perform and complete in a professional manner all of the services required under Appendix A: Scope of Work and this AGREEMENT. The CONSULTANT shall furnish all services, labor, goods, materials, supplies, equipment and other incidentals reasonably necessary for the successful completion of the work contemplated under Appendix A: Scope of Work and this AGREEMENT.

3. The CONSULTANT agrees to perform all services indicated in the AGREEMENT until completed to the CITY's satisfaction.

It is hereby agreed by and between the parties hereto that the sum of ONE HUNDRED FORTY FIVE THOUSAND SEVEN HUNDRED SEVENTY SEVEN AND 50/100 DOLLARS (\$145,777.50) is established as the maximum payable under this AGREEMENT and is subject to Appendix C: Pricing/Certifications, Appendix D: Special Provisions and Appendix E: General Terms and Conditions, including the provisions thereof relating to reducing or increasing the compensation of the CONSULTANT.

4. The term of the AGREEMENT shall be provided in Appendix B: Term/Schedule of Work.

5. The CONSULTANT will perform said work in an efficient manner so as entirely to complete and perform said work within the time set forth in Appendix B: Term/Schedule of Work.

6. By signing below, the CONSULTANT hereby certifies that, to the best of its knowledge and belief, cost or pricing data, as defined in Section 3-122-122, HAR, and submitted pursuant to Section 3-122-125, HAR, either actually or by specific identification in writing to the Officer-in-Charge in support of this AGREEMENT, is accurate, complete and current as of the date of this AGREEMENT. This certification includes the cost or pricing data supporting any advance agreement(s) between the CONSULTANT and the CITY which are part of the CONSULTANT's proposal.

7. When notice is to be given to the CITY it shall be mailed or delivered to:

Mr. James K. S. Yuen
Executive Officer
City and County of Honolulu
Honolulu Police Commission
1060 Richards Street
Honolulu, Hawaii 96813

8. When notice is to be given to the CONSULTANT it shall be mailed or delivered to:

Mr. Joe Hinish
PSI Services LLC
300 South Burrowes Street
State College, Pennsylvania 16801

From BFS - 74
(Mar. 1996)

Certificate

The attached contract for consultant services for Examination and Assessment of Psychological Competency and Other Characteristics for the Selection of Chief of Police

\$145,777.50

is hereby approved as to availability and designation of funds, and certification is hereby made that there is a valid appropriation from which expenditures to be made under said contract may be made and that sufficient unencumbered funds are available in the Treasury of the City and County of Honolulu to the credit of such appropriation to pay the amounts of such expenditures when the same become due and payable.

CONTRACT NO. SC-HPD-2200028

HONOLULU, HAWAII

FUND General Fund (110)

DATE: DEC 29 2021

ACCOUNT NO. _____

110/1375-21 (3049) \$ 120,000.00

110/1375-22 (3049) 25,777.50

\$ 145,777.50

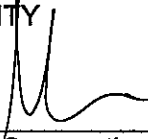
FOR *Carrie Castle*
Director of Budget & Fiscal Services *CC*

IN WITNESS WHEREOF, this AGREEMENT is executed herein by the duly authorized officers or agents of the CITY and the CONSULTANT.

CITY AND COUNTY OF HONOLULU	PSI SERVICES LLC
BY: <i>Carrie Castle</i>	BY: <i>Janet M. Echemendia</i>
PRINTED NAME: Andrew T. Kawano	PRINTED NAME: <i>Janet M. Echemendia</i>
TITLE: Director, Department of Budget and Fiscal Services <i>AKM</i>	TITLE: <i>VP: Safety Solutions</i>
DATE: DEC 29 2021	DATE: <i>12-16-21</i>

FOR

APPROVED AS TO FORM AND LEGALITY



Deputy Corporation Counsel
City and County of Honolulu

Shannon M. Lau.

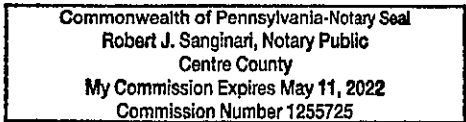
STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF Pennsylvania)
) S.S.
 COUNTY OF Centre

On this 16th day of December, 2021, before me appeared
(day) (month) (year)
Janet M. Echemendia, and N/A, to me
(name) (name)
known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are
VP Safety Solutions and N/A of
(position title) (position title)
PSI Services LLC
(name of organization)

the CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said instrument as the free act and deed of the CONTRACTOR.



(Notary Stamp or Seal)

[Signature]
(Notary's Signature)
Robert J. Sanginari
(Print Name of Notary)

Notary Public, State of Pennsylvania
My Commission Expires: May 11, 2022

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)

Document Identification or Description: _____

Undated at time
Doc. Date: of notarization No. of Pages: _____ Jurisdiction:

Signature of Notary _____ Date of Certificate _____

Printed Name of Notary _____

(Notary Stamp or Seal)

APPENDIX A: SCOPE OF WORK

I. Background/Overview

The City and County of Honolulu (City), Honolulu Police Department (Commission), is seeking a Consultant to provide professional services in accordance with Hawaii Revised Statutes (HRS) §103D-304 to assist with the examination and assessment of psychological, competency and other characteristics for the selection of Chief of Police.

II. Scope of Work

A. Services

The scope of work under this solicitation involves processing and evaluating candidates for the position of Chief of Police, City and County of Honolulu. This shall include (1) an initial on-site visit and job analysis, (2) written examination (3) an assessment center administration and reporting results to the Honolulu Police Commission, and (3) further discussion of the results of assessment center.

The CONSULTANT shall take full charge of the Work required herein and shall be responsible for the organization and management necessary for the proper and timely completion of the Work. The services to be performed by the CONSULTANT for the Project shall include, but not be limited to, the following tasks:

1. **PROJECT START-UP:** After conducting a series of start-up communications through teleconference or videoconference calls and e-mails, the Consultant shall conduct a face-to-face kickoff meeting with the Commission during the Job Analysis trip.
 - a. to finalize the plan for the project and the responsibilities of the Consultant, the Commission and other entities involved in the administration of the project, and
 - b. to gather important background information about the Police Department and City and County of Honolulu to serve as a foundation for the development of the Chief selection process.
2. **JOB ANALYSIS:** To enable the Consultant's understanding of the current climate and challenges in the City and County of Honolulu and also within the Honolulu Police Department, the Consultant shall conduct meetings with various stakeholder groups. The purpose of each meeting would be to not only gain an appreciation for the viewpoint of each group, but also to solicit ideas regarding the critical capabilities and characteristics needed in the next Chief of Police.
3. **ONLINE SURVEY FOR COMMUNITY INPUT REGARDING THE SELECTION PROCESS:** The Consultant shall work with the Commission to create a short survey on an easily accessible online

survey platform to facilitate input from the community. The survey shall be comprised of at least the following two sections:

- a. essential characteristics for the next Chief of Police; and
- b. important issues/challenges that the next Chief of Police will need to address.

The Consultant shall analyze the survey responses to create a summary document.

4. **PREPARATIONS FOR PHASE ONE TESTING:** The Consultant shall prepare for Phase One testing that shall occur in Honolulu. All candidates will be required to travel to the test site for testing.

The Commission shall coordinate all details to acquire the testing facilities, schedule the testing, arrange for test monitors and communicate the requirements to the candidates.

5. **PHASE ONE TESTING:** The Consultant shall provide oral instructions and monitor guidelines to the Commission for use in administering the Phase One test.

The Consultant shall be “on call” during the test administration to assist the administrator with any questions or issues that may arise.

6. **PHASE ONE SCORING:** Upon completion of the Phase One testing, the Commission will send candidate responses to the Consultant for scoring.

The Consultant will secure test scorers with high-level law enforcement experience and train them to score the essay responses.

7. **SELECTION OF PHASE TWO (ASSESSMENT CENTER) ASSESSORS:** The Police Commission shall be responsible for securing names and detailed information of potential assessors. The Commission shall submit a list of potential assessors to the Consultant. The Consultant shall review list of potential assessors provided by the Commission and assist in the selection of the final set of assessors.

8. **PREPARATION FOR PHASE TWO TESTING:** The Consultant shall work with the Commission using evaluations from the Phase One test scorers to identify candidates for Phase Two testing. Shall there be any withdrawals from candidates, the Consultant shall coordinate with the Commission on who would be potential replacements.

9. **PHASE TWO TESTING:** The Consultant shall provide two representatives to oversee the administration of the Assessment Center. The Consultant shall train the assessors who will assist with the Assessment Center and oversee the testing and scoring of candidates.

10. **PHASE TWO SCORING:**

Upon completion of Phase Two testing, the Consultant shall:

- a. Compile the scores for all exercises and combine them across exercises to determine the rank order of candidate performance;
- b. Review results with assessors; and
- c. Provide the results to the Commission with only random ID numbers.

11. **SELECTION OF FINALISTS AND PREPARATION OF CANDIDATE DOSSIERS FOR EACH FINALIST:** The Consultant shall provide a list of all Phase Two candidates with overall scores that will be presented to the Commission in rank order using only random ID numbers. The Commission shall make the final decision regarding the pass point for consideration as a finalist and eligibility for interview by the Commission.

The assessment team shall compile summaries for all finalists to be added to the individual candidate dossiers.

12. **PROJECT DOCUMENTATION:** The Consultant shall generate a report summarizing the project steps and outcomes. The report will include appendices with important project materials such as stakeholder summaries, test exercises, candidate scores, etc.

APPENDIX B: TERM/SCHEDULE OF WORK

I. PERFORMANCE OF SERVICES

Performance of services under this AGREEMENT shall commence upon the contract execution date, and shall be completed in accordance with the Project Performance Schedule listed below, exclusive of CITY review time, provided all services shall be satisfactorily completed by June 30, 2022, unless otherwise extended by an amendment.

II. PROJECT PERFORMANCE SCHEDULE

Schedule	Activity
Month 1	Project Start-up / Kick-off Meeting / Stakeholder Meetings / Community Survey Design
Month 2	Community Survey Administration and Analyzing / Phase One Test Development
Month 3	Phase One Test Administration and Scoring / Planning for Phase Two
Month 4	Phase Two Preparations, Administration and Scoring / Dossiers of Finalists Submitted
Month 5-6	Completion and Submittal of Final Report and Associated Documentation

APPENDIX C: PRICING/CERTIFICATIONS

I. COMPENSATION AND PAYMENT

This is a fixed-price contract, and subject to the provisions of this paragraph and in accordance with Section 4.5 of the General Terms and Conditions, the CITY agrees to pay the CONSULTANT, for the satisfactory performance and completion of the Work, the payments in accordance with the schedule of payments, all as set forth in the Special Provisions. The aggregate amount of these fixed-price payments shall not exceed ONE HUNDRED FORTY-FIVE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 50/100 DOLLARS (\$145,777.50).

The fixed-price payments for services and the Work performed under this AGREEMENT are all inclusive of direct labor, overhead which includes general and administrative expenses, other direct costs, subcontractor costs, fixed fees, and all applicable taxes, including State General Excise and Use tax.

II. PROJECT PAYMENT SCHEDULE

Proposed Project Activity	Project Phase	Estimated Hours	Proposed Cost
1. Project Start-up	Start-up and Job Analysis	165	\$36,500
2. Job Analysis			
3. Online Community Survey			
4. Preparation for Phase One Testing	Phase One	180	\$36,000
5. Phase One Testing			
6. Phase One Scoring			
7. Selection of Phase Two Assessors	Phase Two	245	\$59,000
8. Preparation for Phase Two Testing			
9. Phase Two Testing			
10. Phase Two Scoring			
11. Selection of Finalists and Preparation of Dossiers			

12. Project Documentation	Documentation	40	\$8,000
SUBTOTAL – PROJECT ACTIVITY		\$139,500	
HAWAII GENERAL EXCISE TAX (4.5%)		\$6,277.50	
GRAND TOTAL		\$145,777.50	

APPENDIX D: SPECIAL PROVISIONS

I. CONTRACTOR

In this AGREEMENT, "CONSULTANT" is the same as "CONTRACTOR" as defined in Section 2.1 of the General Terms and Conditions for the City and County of Honolulu dated 2/1/15, referenced in Appendix E.

II. AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS FOR THE CITY AND COUNTY OF HONOLULU dated 02/01/2015

A. The following sections are not applicable to this AGREEMENT and are deleted in their entirety:

1. Section 2.16
2. Section 2.23
3. Section 3.18
4. Chapter 5 – Construction Contract Provisions Supplement; and
5. Exhibits A through G and J through P.

B. Indemnity for Willful or Intentional Misconduct

Delete Section 2.10 Indemnity of the General Terms and Conditions dated 02/01/2015 in its entirety and replace with the following:

"2.10 Indemnity

The contractor shall perform the work as an independent contractor and shall indemnify and hold harmless the City, its departments, and all of their officers, employees or agents, from any and all deaths, injuries, losses and damages to persons or property, and any and all substantiated claims, demands, suits, action and liability therefor including reasonable attorney fees and cost of defense, caused by error, omissions, negligence or willful or intentional misconduct in the performance of the contract by the contractor or the contractor's subcontractors, agents and employees, and this requirement shall survive the termination of contract."

C. Copyright

Delete Section 2.18 Copyright of the General Terms and Conditions dated 02/01/2015 in its entirety and replace with the following:

" 2.18 Copyright

The City shall have ownership of the work product that is produced by the Contractor in the performance of work under contract with the City, including an unrestricted, royalty-free, nonexclusive and irrevocable license to reproduce, publish, translate or otherwise use and to authorize others to publish and use all

materials obtained or produced in connection with the work hereunder, which may be copyrighted by the City.

This clause does not apply to Contractor's preexisting proprietary materials ("Preexisting Material") used in the performance of work under Contract with the City. Contractor retains intellectual property rights to its Preexisting Material. This material includes, but is not limited to, job analysis data collection material, candidate preparatory material, assessor training material, and candidate score and feedback templates and will be labeled as proprietary with the Contractor's copyright.

- D. Delete Section 3.17, Termination for Convenience of Goods and Services Contracts, item (1) in its entirety and replace with the following:

"(1) Termination for Convenience. The procurement officer may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The procurement officer shall give a thirty (30) day written notice of the termination to the contractor, specifying the part of the contract terminated and when termination becomes effective."

- E. Delete Section 4.5, Payments, item (a) in its entirety and replace with the following:

"(a) Payments will be authorized by the Director after completion of performance or delivery and acceptance by the Director of all materials, goods, and services stipulated in the contract or Purchase Order and after the invoices, in triplicate, are received by the using agency, Attention: Fiscal Officer. The invoices must list the following information: contract and confirmation purchase order numbers (if any), item numbers, description of items, quantities, unit prices, and extended totals.

Payments will be computed in accordance with any applicable unit prices bid. Payments will be made as soon thereafter as the regular course of business will allow; provided, however, that payments shall be made no later than thirty (30) calendar days following receipt of the statement for goods received and services completed."

III. PAYMENTS AND FINAL PAYMENT

Proof of compliance with HRS 103D-328 and HRS 103D-310 may be through Hawaii Compliance Express (HCE) or by written clearance issued by the Hawaii Department of Taxation, Internal Revenue Service, Hawaii Department of Labor, and Hawaii Department of Commerce and Consumer Affairs.

IV. CONSULTANT PERFORMANCE RECORDS

The CITY may maintain records pertaining to the CONSULTANT's performance on contracts with the CITY. The CONSULTANT may be required to participate in performance assessment activities in accordance with a performance assessment plan that may be prescribed by the CITY during the performance of the contract. CONSULTANT performance records may be used to determine consultant's

responsibility, qualifications, and eligibility for the award of future contracts with the CITY.

V. INSURANCE REQUIREMENTS

See Chapter 2.26 of the General Terms and Conditions for the City and County of Honolulu dated 02/01/2015 for the insurance requirements.

APPENDIX E: GENERAL TERMS AND CONDITIONS

General Terms and Conditions for the City and County of Honolulu dated 2/1/15

The General Terms and Conditions (GTC) for the City and County of Honolulu dated 2/1/15 shall apply. If not physically attached, it shall be incorporated by reference herein and referred to as the "General Conditions." Copies may be obtained online at www.honolulu.gov/pur ; click on the link titled: " Instructions, Terms & Conditions".