

STATEMENT OF WORK NO. 8

Police Sergeant and Police Lieutenant Promotional Processes

This Statement of Work ("SOW"), effective January 29, 2018 ("Effective Date") is issued under and subject to all of the terms and conditions of the Master Consulting Services Agreement, (the "Agreement"), dated as of June 23, 2008 by and between Cooperative Personnel Services, dba **CPS HR Consulting**, a California Joint Powers Authority ("CPS HR") with offices at 2450 Del Paso Road, Suite 220, Sacramento, CA 95834 and **Lexington-Fayette Urban County Government** ("Client") with offices at 200 East Main Street, Lexington, KY 40507.

Any modifications specified in this SOW shall be applicable only to the parties hereto and shall not affect the Agreement or any other agreement. All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW.

Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. SERVICES: CPS HR will provide Client and the Lexington Division of Police ("Division") with promotional assessment centers for the ranks of Sergeant and Lieutenant as detailed in Attachment "A."

2. CLIENT RESPONSIBILITIES:

- a. Client must timely perform all those Client roles and responsibilities set forth in this SOW. Successful completion of this project within the time specified depends largely upon an effective working relationship between Client and CPS HR project staff. For this reason, CPS HR requests that Client designate an individual to coordinate communication, meetings, schedules, and all other activities on behalf of the client's agency as outlined in CPS HR' cost proposal.
- b. Any work products developed during the activities described above will be submitted to Client's Project Representative for review, comment and/or approval. This is a critical step to ensure accurate, reliable, and valid products.
- 3. START DATE: January 29, 2018
- 4. COMPLETION DATE: January 31, 2019

5. CPS HR PROJECT MANAGER: Niki Polk Phone Number: (916) 471-3371

6. CLIENT PROEJCT REPRESENTATIVE: Dan James Phone Number: (859) 258-3055

7. SERVICE FEES and BUSINESS EXPENSES: Not to Exceed \$85,000

- a. All Services provided to Client by CPS HR hereunder are priced on a FIXED PRICE basis. All amounts are based upon the following assumptions. Any deviations from the following assumptions may result in an increase in the Fees: (i) Client will timely perform its responsibilities as set forth in this SOW; and (ii) Services will normally be performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding CPS HR holidays ("Normal Business Hours").
- b. CPS HR will invoice Client at the fixed fee rate per the schedule detailed in Attachment A. Incidental expenses such as lodging, parking, meals, mailing costs, etc., will be billed at actual cost and are not to exceed \$32,000. Mileage will be billed at the current U.S. Internal Revenue Services approved rate.
- c. Invoices will be submitted for payment upon completion of each deliverable. Client will pay CPS HR within thirty (30) calendar days following receipt of consultant invoice.

- 8. In the event the project is terminated early, CPS HR 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.
- 9. This SOW covers work requested and performed prior to the commencement of this SOW.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS SOW, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Cooperative Personnel Services dba CPS HR Consulting	Lexington-Fayette Urban County Government
By:	By: Sin Australia
Authorized Signature Name: Gerald Greenwell	Authorized Signature Name: Jim Gray
Title: Chief Executive Officer	Title: Mayor

Attachment A

Scope of Services and Fees

Description for Sergeant Process (maximum of 30 candidates)	Price
Job Analysis Review	Included
Candidate Orientation Session	Included
Written Examination Development, Administration, and Scoring and Oversight of Appeals	\$7,000.00
Development and Administration of Assessment Center Process/ Assessor Recruitment and Training	\$17,000.00
Candidate Feedback Reports	Included
Candidate Feedback Sessions	\$150/candidate
Consultant Expenses (travel, hotel, meals, shipping, printing, etc.)	Not to exceed \$6,000.00
Assessor Expenses (travel, hotel, meals, etc.)	Not to exceed \$10,000.00
MAXIMUM TOTAL FEES	\$44,500.00

Description for Lieutenant Process (maximum of 15 candidates)	Price
Job Analysis Review	Included
Candidate Orientation Session	Included
Written Examination Development, Administration, and Scoring and Oversight of Appeals	\$7,000.00
Development and Administration of Assessment Center Process/ Assessor Recruitment and Training	\$15,250.00
Candidate Feedback Reports	Included
Candidate Feedback Sessions	\$150/candidate
Consultant Expenses (travel, hotel, meals, shipping, printing, etc.)	Not to exceed \$6,000.00
Assessor Expenses (travel, hotel, meals, etc.)	Not to exceed \$10,000.00
MAXIMUM TOTAL FEES	\$40,500.00

Fee Assumptions

- CPS HR will provide all printing and supplies, with the exception of pens, pencils, or other regular office essentials available from Client.
- Candidate orientation sessions will be held at Client facilities.
- Testing facilities and time of Client/Division personnel assisting in the development of the promotional process will be the responsibility of Client/the Division.
- CPS HR will assist Client and the Division in responding to questions and inquiries regarding the promotional processes at no cost. CPS HR will provide, without charge, four hours of consulting time in defense of the processes if they are legally challenged and/or litigated within six months of administration. Additional hours will be at a rate of \$275/hour, plus expenses. CPS HR will provide litigation support as requested by Client/the Division.
- Assessor expenses will be billed to Client at cost. These costs include assessor travel expenses (e.g., airfare, hotel, per diem) and assessor stipends, if applicable.
- CPS HR consultant expenses will be billed to Client at cost.