



STATEMENT OF WORK NO. 5

Fire and Emergency Services Promotional Processes

This Statement of Work ("SOW"), effective February 28, 2020 ("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 March 1, 2014 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" or "LFUCG") 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 with written examinations and assessment centers for the ranks of Fire Lieutenant, Fire Captain, and Fire Major within the Lexington Division of Fire and Emergency. Services are 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:** February 28, 2020
4. **COMPLETION DATE:** December 31, 2020
5. **CPS HR PROJECT MANAGER:** Matthew Christoffersen Phone Number: (916) 471-3380
6. **CLIENT PROEJCT REPRESENTATIVE:** Dan James Phone Number: (859) 258-3954
7. **SERVICE FEES and BUSINESS EXPENSES:**
 - 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 rates per deliverable as detailed in the tables for each rank in Attachment A. Incidental expenses will be billed at actual cost. Mileage will be billed at the current U.S. Internal Revenue Services approved rate. Pricing is based on the following assumptions:
 - CPS HR will provide all printing and supplies, with the exception of pens, pencils, or other regular office essentials available from LFUCG.

- While CPS HR will partner with LFUCG to secure facilities for administration and scoring, LFUCG will ultimately be responsible for the procurement of those facilities.
- Candidate orientation sessions will be held at LFUCG facilities.
- Testing facilities and time of LFUCG/Division personnel assisting in the development of the promotional process will be the responsibility of LFUCG/the Division.
- Face-to-face debrief sessions will be provided, if requested, for an additional \$150/candidate.
- CPS HR will assist LFUCG 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 LFUCG/the Division.
- LFUCG will be responsible for providing videographer services, if required, for the assessment center.
- Assessor expenses will be billed to LFUCG at cost. These costs include assessor travel expenses (e.g., airfare, hotel, per diem) and assessor stipends, if applicable.
- CPS HR consultant expenses are included in the costs.
- If there is an Incident Command exercise, CPS HR recommends utilizing one of our trained consultants to act as Dispatch, responding units, and fire simulator operator. The cost for this option is \$400/day, plus expenses. We anticipate testing approximately 10 candidates/day.
- A range was provided for the not-to-exceed total amount to reflect the cost differences based on candidate counts.

c. 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: 
Authorized Signature

Name: Sandy MacDonal-Hopp

Title: Chief Financial Officer

By: 
Authorized Signature

Name: Linda Gorton

Title: Mayor

Attachment A

Scope of Services and Fees

Fire Lieutenant	
Deliverable	Fee
Project Planning and Exam Plan Development	\$1,000
Written Examination Development and Final Scoring	\$5,000
Written Examination Administration, On-Site Preliminary Scoring, and Oversight of Appeals	\$2,000
Assessment Center Development & Administration (includes assessor recruitment)	\$21,000 (maximum)
1 – 10 candidates	\$16,000
11 – 20 candidates	\$17,250
21 – 30 candidates	\$18,500
31 – 40 candidates	\$19,750
41 – 50 candidates	\$21,000
Project Outcomes (i.e., scores, feedback, and final report)	\$2,000
Assessor Expenses (billed at cost)	\$16,500 (maximum)
1 – 10 candidates	\$12,500
11 – 20 candidates	\$13,500
21 – 30 candidates	\$14,500
31 – 40 candidates	\$15,500
41 – 50 candidates	\$16,500
TOTAL AMOUNT (NOT-TO-EXCEED)	\$38,500 – \$47,500

Fire Captain	
Deliverable	Fee
Project Planning and Exam Plan Development	\$1,000
Written Examination Development and Final Scoring	\$5,000
Written Examination Administration, On-Site Preliminary Scoring, and Oversight of Appeals	\$2,000
Assessment Center Development & Administration (includes assessor recruitment)	\$21,000 (maximum)
1 – 10 candidates	\$16,000
11 – 20 candidates	\$17,250
21 – 30 candidates	\$18,500
31 – 40 candidates	\$19,750
41 – 50 candidates	\$21,000
Project Outcomes (i.e., scores, feedback, and final report)	\$2,000
Assessor Expenses (billed at cost)	\$16,500 (maximum)
1 – 10 candidates	\$12,500
11 – 20 candidates	\$13,500
21 – 30 candidates	\$14,500
31 – 40 candidates	\$15,500
41 – 50 candidates	\$16,500
TOTAL AMOUNT (NOT-TO-EXCEED)	\$38,500 – \$47,500

Fire Major	
Deliverable	Fee
Project Planning and Exam Plan Development	\$1,000
Written Examination Development and Final Scoring	\$5,000
Written Examination Administration, On-Site Preliminary Scoring, and Oversight of Appeals	\$2,000
Assessment Center Development & Administration (includes assessor recruitment)	\$21,000 (maximum)
1 – 10 candidates	\$16,000
11 – 20 candidates	\$17,250
21 – 30 candidates	\$18,500
31 – 40 candidates	\$19,750
41 – 50 candidates	\$21,000
Project Outcomes (i.e., scores, feedback, and final report)	\$2,000
Assessor Expenses (billed at cost)	\$16,500 (maximum)
1 – 10 candidates	\$12,500
11 – 20 candidates	\$13,500
21 – 30 candidates	\$14,500
31 – 40 candidates	\$15,500
41 – 50 candidates	\$16,500
TOTAL AMOUNT (NOT-TO-EXCEED)	\$38,500 – \$47,500