

STATEMENT OF WORK NO. 5

Police Sergeant and Police Lieutenant Promotional Processes

This Statement of Work ("SOW"), effective May 26, 2014 ("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 241 Lathrop Way, Sacramento, CA 95815 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: The services to be provided are identified 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: May 26, 2014

4. COMPLETION DATE: January 31, 2015

5. CPS HR PROJECT MANAGER: Niki Polk Phone Number: (916) 263-3600

6. CLIENT PROEJCT REPRESENTATIVE: Paula Williams Phone Number: (859) 258-3055

7. BUSINESS EXPENSES: \$22,000.00

8. SERVICE FEES: \$30,500.00

- 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 estimated at \$22,000.00. 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) days following receipt of consultant invoice.

- 9. 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.
- 10. 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: Jun Gran	
Authorized Signature	Authorized Signature	
Name: Gerald Greenwell	Name: JIM GRAY	
Title: Chief Executive Officer	Title: MAYOC	
Date: 7-9-14	Date: 7.14.14	

Attachment A

Scope of Services and Fees

Description for Sergeant Process (maximum of 30 candidates)	Price
Job Analysis Review	Included
Candidate Orientation Session	Included
Development and Administration of Assessment Center Process/ Assessor Recruitment and Training	\$14,000.00
Candidate Feedback Reports	Included
Candidate Feedback Sessions	\$150/candidate
Consultant Expenses (travel, hotel, meals, shipping, printing, etc.)	Not to exceed \$3,500.00
Assessor Expenses (travel, hotel, meals, etc.)	Not to exceed \$8,000.00
MAXIMUM TOTAL FEES	\$30,000.00

Description for Lieutenant Process (maximum of 10 candidates)	Price
Job Analysis Review	Included
Candidate Orientation Session	Included
Development and Administration of Assessment Center Process/ Assessor Recruitment and Training	\$10,500.00
Candidate Feedback Reports	Included
Candidate Feedback Sessions	\$150/candidate
Consultant Expenses (travel, hotel, meals, shipping, printing, etc.)	Not to exceed \$3,500.00
Assessor Expenses (travel, hotel, meals, etc.)	Not to exceed \$7,000.00
MAXIMUM TOTAL FEES	\$22,500.00

- Testing facilities and time of LFUCG/Division personnel assisting in the development of the assessment process will be the responsibility of LFUCG.
- LFUCG will provide a site for assessor training, candidate orientation, and the development and administration of examination components.
- CPS HR will obtain the assessors needed for the assessment processes and pay the associated expenses.
- Expenses will be billed at cost.
- Besides assisting the LFUCG/the Division in responding to questions and/or inquiries regarding the assessment processes, we will provide four hours of consulting time without charge in defense of the assessment processes if they are legally challenged and/or litigated. Additional consulting services will be invoiced at the rate of \$400.00 per hour for general consultant time and/or actual testimony before any governing bodies or courts of law, plus expenses.