

# CPS HR CONSULTING

## STATEMENT OF WORK NO. 2

### Fire and Emergency Services Promotional Processes

This Statement of Work ("SOW"), effective May 1, 2015 ("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 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 1, 2015
4. **COMPLETION DATE:** November 30, 2015
5. **CPS HR PROJECT MANAGER:** Niki Polk Phone Number: (916) 263-3600
6. **CLIENT PROEJCT REPRESENTATIVE:** Dan James Phone Number: (859) 258-3954
7. **BUSINESS EXPENSES:** Not to exceed \$10,280
8. **SERVICE FEES:** Not to exceed \$31,000
  - 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. The first invoice will be issued prior to June 30, 2015 in the amount of \$13,000. Remainder of the services will be billed upon project completion. Incidental expenses such as lodging, parking, meals, mailing costs, etc., will be billed at actual cost and are not to exceed \$10,280. Mileage will be billed at the current U.S. Internal Revenue Services approved rate.
  - c. Client will pay CPS HR within thirty (30) calendar 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: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment A**

**Scope of Services and Fees**

<b>Fire Major</b>	
<b>Deliverable</b>	<b>Fee</b>
<b>Project Planning and Exam Plan Development</b>	\$1,000
<b>Written Examination Development and Final Scoring</b>	\$5,000
<b>Written Examination Administration, On-Site Preliminary Scoring, and Oversight of Appeals</b>	\$2,000
<b>Assessment Center Development &amp; Administration (includes assessor recruitment)</b>	\$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
<b>Project Outcomes (i.e., scores, feedback, and final report)</b>	\$2,000
<b>Assessor Expenses (billed at cost)</b>	\$10,280 (maximum)
1 – 10 candidates	\$7,200
11 – 20 candidates	\$7,970
21 – 30 candidates	\$8,740
31 – 40 candidates	\$9,510
41 – 50 candidates	\$10,280
<b>TOTAL AMOUNT (NOT-TO-EXCEED)</b>	<b>\$33,200 – \$41,280</b>

***Fee Assumptions***

CPS HR will provide all printing and supplies, with the exception of pens, pencils, or other regular office essentials available from Client.

- While CPS HR will partner with Client to secure facilities for administration and scoring, Client will ultimately be responsible for the procurement of those facilities.

- 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.
- Face-to-face debrief sessions will be provided, if requested, for an additional \$150/candidate.
- CPS HR will assist Client and the Division in responding to questions and inquiries regarding the promotional process at no cost. CPS HR will provide, without charge, four hours of consulting time in defense of the process if it is 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.
- Client will be responsible for providing videographer services, if required, for the assessment center.
- Assessor expenses will be billed to Client at cost. These costs includes 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/per day.
- A range was provided for the not-to-exceed total amount to reflect the cost differences based on candidate counts.