



STATEMENT OF WORK NO. 8

2026 Fire and Emergency Services Promotional Processes

This Statement of Work ("SOW"), effective January 1, 2026 ("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 District Chief (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:** January 2, 2026
4. **COMPLETION DATE:** December 31, 2026
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 \$350/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 \$550/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. Client will also adhere to the Additional Test Rental and Assessment terms included as Attached B for the use of CPS HR's testing materials.
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: Sandy MacDonald-Hopp
Authorized Signature

By: _____
Authorized Signature

Name: Sandy MacDonald-Hopp

Name: _____

Title: Chief Financial Officer

Title: _____

Attachment A

Scope of Services and Fees

Fire Lieutenant	
Deliverable	Fee
Project Planning and Exam Plan Development	\$1,500
Written Examination Development and Final Scoring	\$5,500
Written Examination Administration, On-Site Preliminary Scoring, and Oversight of Appeals	\$2,500
Assessment Center Development & Administration (includes assessor recruitment)	\$21,500 (maximum)
1 – 10 candidates	\$16,500
11 – 20 candidates	\$17,750
21 – 30 candidates	\$19,000
31 – 40 candidates	\$20,250
41 – 50 candidates	\$21,500
Project Outcomes (i.e., scores, feedback, and final report)	\$2,250
Assessor Expenses (billed at cost)	\$18,500 (maximum)
1 – 10 candidates	\$14,500
11 – 20 candidates	\$15,500
21 – 30 candidates	\$16,500
31 – 40 candidates	\$17,500
41 – 50 candidates	\$18,500
TOTAL AMOUNT (NOT-TO-EXCEED)	\$42,750 – \$51,750

Fire Captain	
Deliverable	Fee
Project Planning and Exam Plan Development	\$1,500
Written Examination Development and Final Scoring	\$5,500
Written Examination Administration, On-Site Preliminary Scoring, and Oversight of Appeals	\$2,500
Assessment Center Development & Administration (includes assessor recruitment)	\$21,500 (maximum)
1 – 10 candidates	\$16,500
11 – 20 candidates	\$17,750
21 – 30 candidates	\$19,000
31 – 40 candidates	\$20,250
41 – 50 candidates	\$21,500
Project Outcomes (i.e., scores, feedback, and final report)	\$2,250
Assessor Expenses (billed at cost)	\$18,500 (maximum)
1 – 10 candidates	\$14,500
11 – 20 candidates	\$15,500
21 – 30 candidates	\$16,500
31 – 40 candidates	\$17,500
41 – 50 candidates	\$18,500
TOTAL AMOUNT (NOT-TO-EXCEED)	\$42,750 – \$51,750

Fire District Chief (Major)	
Deliverable	Fee
Project Planning and Exam Plan Development	\$1,500
Written Examination Development and Final Scoring	\$5,500
Written Examination Administration, On-Site Preliminary Scoring, and Oversight of Appeals	\$2,500
Assessment Center Development & Administration (includes assessor recruitment)	\$21,500 (maximum)
1 – 10 candidates	\$16,500
11 – 20 candidates	\$17,750
21 – 30 candidates	\$19,000
31 – 40 candidates	\$20,250
41 – 50 candidates	\$21,500
Project Outcomes (i.e., scores, feedback, and final report)	\$2,250
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TOTAL AMOUNT (NOT-TO-EXCEED)	\$42,750 – \$51,750

Attachment B
Additional Test Rental / Assessment Terms

A. Purpose. This Attachment B defines CPS HR test rental, use and security policies and procedures. CPS HR develops and rents tests for a number of purposes and in a number of formats (including but not limited to print and electronic media). For that reason, some of the below paragraphs apply under certain circumstances. But, unless specifically limited, each paragraph applies to all testing purposes and formats.

B. Ownership of CPS HR Tests.

1. CPS HR owns all rights, title and interest, including copyrights, in all tests provided under this Agreement. They are the property of CPS HR and shall remain the property of CPS HR, even while in the custody of Client.
2. Additionally, tests that have been constructed or modified based on information provided by the client shall not be considered works made for hire, as that term is defined under U.S. Copyright Law. CPS HR shall own all rights, title and interest, including the copyright, in any test it creates for the Client.
3. Ownership of tests specifically developed for a client and of individual test questions supplied by Client, if any, shall be governed by a separate Agreement between CPS HR and Client.

C. Test Materials. Test Materials consist of all used and unused test booklets, proctors instructions, proctors manuals, scoring instructions, key sheets, key overlays, keyed booklets, scoring keys, instructions, CDs (for oral tests), and any other materials generated at the test administration, such as completed answer sheets (if applicable), scratch paper, note paper and the like.

D. Test Security. CPS HR security standards are designed to protect the mutual interests of all Clients that use Test Materials as well as the interests of applicants who take CPS HR tests. In order that no person may gain special advantage by having improper access to the material, all users must sign this Agreement and agree to fulfill its terms, before the Agreement is effective.

1. Client agrees to take all reasonable and diligent steps to keep CPS HR tests, sample tests, and testing processes confidential and free from unauthorized access and use. This includes, but is not limited to, client agreeing not to divulge, convey, copy in whole or part, duplicate, convert to another format or medium, or otherwise disseminate tests, portions of tests, or test materials.
2. For on-line tests, client further agrees to take all reasonable and diligent steps to prevent any modification to or reverse engineering of the testing software, and any transfer, storage or dissemination of tests or testing software and data on any storage medium or computer server other than those specifically authorized by CPS HR.
3. Should Client suspect any breach of test security, Client agrees to immediately notify CPS HR and immediately take all steps necessary to preserve evidence of or related to the breach, whether physical or electronic.

E. Test Review, Ordering and Administration.

1. Review Copies. Review of CPS HR tests, regardless of format, is subject to the test security standards.

(a) Test Rental Division: To help in deciding whether to rent exams, Client may review CPS HR stock tests and other stock test materials free of charge (e.g., stock supplements, structured interview packages, and specialized item sets).

(b) On-line Testing: To help in deciding whether to utilize on-line testing, Client may review sample on-line tests free of charge.

2. Ordering Testing Materials and Scheduling of Examinations.

(a) Test Rental Division:

(i) To ensure materials are received in time, Client must notify CPS HR at least 10 business days prior to the test date of the total number of candidates in each job classification to be tested. If orders are placed less than 10-business-days prior to the test date, rush shipment charges may apply and timely delivery cannot be guaranteed.

(ii) Client shall rent one test booklet per candidate to be tested. CPS HR shall provide Client with Test Materials including instructions for administering the test, sufficient test booklets and any other material CPS HR deems necessary.

(b) On-line Testing:

(i) To ensure Client equipment is functioning and capable of administering on-line testing, Client must request testing from CPS HR at least 10 business days prior to the test date on the first time Client utilizes on-line testing. After Client has successfully used on-line testing, 5 working days notice is normally sufficient for subsequent testing.

(ii) Client recognizes that CPS HR has no control over the functioning of the internet, and any problems with on-line testing due to the failure thereof are not attributable to CPS HR.

3. After the test date.

(a) Test Rental Division:

- (i) Within 10 business days of the test date, Client shall return to CPS HR all Test Materials including all materials provided by CPS HR for the test administration.
- (ii) Client shall not reuse printed tests on the test date or on any other date but shall return Test Materials to CPS HR, whether or not the test was administered.

(b) On-line Testing:

- (i) After the scheduled test date(s), CPS HR will suspend access to the on-line test site.
- (ii) Within 10 business days of the test date, Client shall destroy all CPS HR Test Materials including scratch paper and note paper in a way that make the materials unrecoverable.

F. Additional Pricing.

- 1. CPS HR may charge Client for lost or compromised tests if Test Materials are not returned according to 3(a) above. Client shall be liable for the actual cost associated with the creation of a substantially similar replacement test up to a maximum of \$15,000.

G. Candidate Inspections

1. Test Materials.

CANDIDATE INSPECTION OF TEST MATERIALS SHALL NOT BE ALLOWED EXCEPT IN CASE OF ANSWER SHEETS AS DESCRIBED BELOW.

2. Answer Sheets.

- (a) If a candidate files a protest regarding the scoring of his or her test, inspection of a candidate's own answer sheet(s) for the purpose of detecting whether any clerical or other error has been made in the scoring of the answer sheets shall be allowed, upon request by the Client, for a 10-business-day period immediately following the notification to the candidate of test results.
- (b) Candidates are not allowed to review the question booklet during this inspection period.
- (c) Not more than one hour will normally be allowed for answer sheet(s) review. A representative of Client's Personnel or Administrative office shall be present to assure that no changes or marks of any kind are made by the candidate on the answer sheet(s) or keyed answer sheet.

H. Client Responsibilities.

- 1. Client shall perform all parts of the testing process which are not performed by CPS HR. Client has the responsibility for assuring that the testing process performed by Client conforms to any applicable laws, rules or ordinances, and for the test as a whole. Under the federal Uniform Guidelines on Employee Selection Procedures, the Client as test user is responsible for local validation efforts (e.g., SME review, job analysis studies) and the results of the selection process, and Client understands and acknowledges that it must be prepared to demonstrate that the process is valid and meets other testing standards if it adversely affects groups protected by fair employment laws.
- 2. Client is responsible for insuring that all persons who handle or have access to Test Materials in any capacity for Client shall do so in compliance with this Agreement, and are trained to handle Test Materials and administer tests before they do so.

I. Legal Proceedings Involving Test Materials.

- 1. If Client receives notice of any administrative or court proceeding involving a CPS HR test, or a request for disclosure of Test Materials, such as a subpoena, or a public records or freedom of information request, Client shall notify CPS HR of such request immediately and well before a response is due.
- 2. Upon CPS HR request, Client shall maintain the confidentiality of the Test Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested Test Materials must be disclosed under the applicable public records statute.
- 3. Client shall cooperate with CPS HR in seeking any relief necessary to maintain the confidentiality of the Test Materials.
- 4. Client shall indemnify and hold CPS HR harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorney fees and costs) arising out of or in connection with administration of a test, or with maintaining confidentiality of Test Materials.

J. Return of Test Materials.

- 1. Upon termination of the Agreement, Client shall immediately return to CPS HR any Test Materials that it possesses.

Attachment B-1

Authorized Representative(s) *(use an additional page if needed)* By signing as an Authorized Representative, I affirm that I will handle all CPS HR Test Materials in accordance with the terms of the CPS HR Test Rental terms listed in Attachment B.

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number