



## LETTER OF AGREEMENT

This agreement covers all services related to the development and administration of the 2020 Police Promotional Examinations for the City of Broken Arrow (the *City*) by Jack Clancy Associates (*JCA*). It is understood that the City is the client for whom services will be performed and that JCA will bill the City for said services. It is further understood that employees of JCA are not employees of the City. JCA is responsible for all compensation, taxes, benefits, and insurance of such employees. The terms of the agreement are as follows:

- A. Services performed by JCA will be in response to the City's recent request for proposal (see attached for breakdown).
- B. The current total cost of the Scope of Work shall not exceed \$42,500.00; it is broken down as follows:

| Description                                                | Total Cost   |
|------------------------------------------------------------|--------------|
| Police Major, Captain and Sergeant/Corporal Exam Processes | \$ 34,500.00 |
| Project Expenses                                           | \$ 8,000.00  |

Any additional work beyond the identified examination project or outside the current scope of said project will be determined by mutual agreement and billed in accordance with pricing listed in the original JCA proposal and amended in writing to this Letter of Agreement.

- C. This agreement shall commence upon signing this Letter of Agreement and shall remain in effect for one (1) calendar year. This agreement may be terminated by either party upon giving the other party thirty (30) days written notice of termination. In the event the project is terminated early, JCA 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.

D. Billing shall be submitted in accordance with the following project milestones:

- Invoice #1: Exam Planning & Development (\$30,000.00)
- Invoice #2: Exam Administration & Follow-up (\$12,500.00)

The City will pay JCA within thirty (30) days after receipt of all invoices; all invoices not paid within thirty (30) days shall incur a 10% late payment penalty/fee. Invoices should be sent to:

|                  |                                           |
|------------------|-------------------------------------------|
| Attn:            | <u>Brandon Berryhill, Chief of Police</u> |
| Address:         | <u>1101 N. 6<sup>th</sup> Street</u>      |
| City, State, Zip |                                           |
| Code:            | <u>Broken Arrow, OK 74012</u>             |
| Contact Phone    |                                           |
| No.:             | <u>(918) 451-8211</u>                     |

E. This Letter of Agreement contains the complete terms agreed to by the parties. If additional services not encompassed within the scope of this agreement are requested of JCA, this agreement shall be suitably amended in writing by mutual agreement of the parties.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## ***PROJECT COSTS***

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As an active supporter of the law enforcement community we are very aware of the financial pressures faced by agencies throughout the country and will cooperate with the City to ensure that each assessment process is conducted in the most efficient and cost effective manner possible. Project cost estimates are listed below along with the assumptions upon which they are based:

- The City will provide the time of Subject Matter Experts (SMEs) to assist JCA during both the job analysis review and exam development phases of the project. The City will also provide a site for the administration of project activities, recruit the necessary assessors, and directly provide them with any expense reimbursement necessary.
- JCA will provide all examination materials as identified in this proposal. JCA will also assist the City in responding to any protests with regard to the assessment processes and provide four hours of consulting time without charge in defense of the processes if they are legally challenged and/or litigated. Additional consulting services would be invoiced at the rate of \$250.00 per hour, plus expenses.

|                                                               |                     |
|---------------------------------------------------------------|---------------------|
| <b>I. Major, Captain and Sergeant/Corporal Exam Processes</b> | <b>\$ 34,500.00</b> |
|---------------------------------------------------------------|---------------------|

- Project planning and oversight
- Job analysis review
- Design of exam plan
- Written exam development and scoring
- Assessment exercise design and development
- Training of assessors
- Facilitation of assessment process
- Finalization of scores
- Support and assistance to the City
- Candidate feedback

|                             |                    |
|-----------------------------|--------------------|
| <b>II. Project Expenses</b> | <b>\$ 8,000.00</b> |
|-----------------------------|--------------------|