RESOLUTION NUMBER 7882

A resolution authorizing the Mayor and City Clerk to execute a Test Rental and Use Agreement with Cooperative Personnel Services, dba CPS HR Consulting ("CPS HR") for the purpose of renting, administering, and using test materials necessary for civil service testing.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the Test Rental and Use Agreement with Cooperative Personnel Services, dba CPS HR Consulting ("CPS HR") for the purpose of renting, administering, and using test materials necessary for civil service testing. A copy of the said Agreement, marked as Exhibit "A", is attached hereto and incorporated by reference.

SECTION 2. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 2nd day of November, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Michael McLain, Mayor

Exhibit "A"

CPS HR CONSULTING

TEST RENTAL AND USE AGREEMENT

This Test Rental and Use Agreement ("Agreement") is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority ("CPS HR") and the Agency or Organization named in the signature block at the end of the Agreement ("Client").

A. **Purpose.** This Agreement 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) **SLPP:** CPS HR does not offer review copies of the Spanish Language Proficiency Program (SLPP) tests. However, for new clients, CPS HR can provide a sample written test booklet showing the different components of the test.
   (c) **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. Billing, Pricing, and Payment.

1. CPS HR shall bill Client at the billing address provided in Exhibit A, unless notified in writing of a new billing address.
2. The bill shall be derived from the most current applicable Rate Sheet (s): Exhibit B for Test Rental, Exhibit C for Special Services and Exhibit D for Personality. Client acknowledges and understands that the Test Price List(s) are only effective as of the date shown each of them and are subject to change.
3. Client shall be billed for any work done on a canceled or postponed test up to the time CPS HR is notified of such cancellation or postponement. Under certain circumstances, and in CPS HR's sole discretion, credit may be given for work already performed if the test is rescheduled.
4. CPS HR may charge Client for lost or compromised tests if Test Materials are not returned according to E.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.
5. Client agrees to and shall pay all invoices within thirty (30) days of receipt of invoice.
6. Credits. For each unopened package of stock exams that is returned, a $35.00 credit will be generated that can be applied towards the current or future test order. Credit has no cash value and will expire 12 months after the issue date.

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.
3. CPS HR retains score reports for 60 days after each test administration date. Test users must maintain the appropriate documentation of score report information for agency record purposes.
4. Client is responsible for making determinations regarding the merit of candidate appeals. CPS HR can assist with researching candidate appeals at the specified hourly rate.

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 as soon as possible, 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. Term and Termination of Agreement.

1. Term. This Agreement is effective beginning the date it is signed by both parties and continuing for two years thereafter unless earlier terminated by either party as stated below.
2. Immediate Termination upon Material Breach. Either party may terminate this Agreement immediately

upon any material breach by the other party. For purposes of this Agreement, but without limiting the meaning of material breach, any breach of the test security provisions, however minor, shall be considered a material breach. Client understands and acknowledges that immediate termination by CPS HR may result in the withholding or recall of Test Materials.

3. Termination Without Cause. CPS HR and Client may terminate the Agreement without cause upon thirty days written notice to the other party.
4. Return of Test Materials. Upon termination of the Agreement, Client shall immediately return to CPS HR any Test Materials that it possesses.

K. Miscellaneous.

1. **Notices**. Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to Client at the address provided for the Principal Signer and to CPS HR at 2450 Del Paso Rd., Ste. 160, Sacramento, CA 95834.
2. **Dispute Resolution; Remedies.**
   - **(a)** In the event of a dispute, the parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.
   - **(b)** Client acknowledges that breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, in the event of a breach, in addition to its rights and remedies otherwise available by law, CPS HR shall be entitled to seek equitable relief, including injunction.
3. **Attorneys Fees**. If any legal action or arbitration or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.
4. **Waiver.** The failure of any party at any time or times to require performance of any provisions of this Agreement shall in no manner affect its right to enforce such provision at a later time. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the party granting the waiver.
5. **Entire Agreement; Modifications.** This Agreement, The RFP, response and purchase order, constitutes the entire Agreement between the parties regarding the subject matter hereof and supersedes all other Agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.
6. **Counterparts; Facsimile Signature; Electronic Signature**. This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or e-mailed copy bearing the signature shall be as good as the original wet-ink signed copy for all intents and purposes.
7. **Interpretation; Jurisdiction.** This Agreement shall be interpreted and enforced under the laws of the State of California and jurisdiction shall be in Sacramento County, California. The Agreement shall be interpreted in a fair and balanced manner to best preserve its intent, and without bias against the drafter.
8. **Authority to Sign.** The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

Principal Signer By signing below, I represent that the persons(s) listed in Exhibit A and on any attached sheets is/are authorized to handle CPS HR Test Materials on Clients behalf. I affirm that I will handle all CPS HR Test Materials in accordance with the terms of the CPS HR Test Rental Agreement then in effect, and that I will ensure all individuals handling and/or administering tests are properly trained.

Cooperative Personnel Services dba
CPS HR Consulting,
A California Joint Powers Authority

By: _____
Authorized Signature

Name: Ana Costa

Title: Manager • Client Services

Date: _____

Client

By: _____
Authorized Signature (Head of Agency)

Name: Erin Saathoff

Title: City Clerk

Phone: 402.228.5200

Email: esaathoff@beatrice.ne.gov

Date: 11-2-26

Exhibit A

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 Agreement then in effect.

Name, Title	Signature
Erin Saathoff, City Clerk	
E-mail Address	Phone Number
esaathoff@beatrice.ne.gov	402.228.520

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

II. Billing Contact

Contact Name and Title		
Erin Saathoff, City Clerk		
Agency		
City of Beatrice		
Street Address, City, State, Zip	402.228.5228	
400 Ella Street, Beatrice, NE 68310		
E-Mail	Phone Number	Fax Number
esaathoff@beatrice.ne.gov		

III. Physical Address

Agency / Department Name
City of Beatrice
Street Address, City, State, Zip
400 Ella Street, Beatrice, NE 68310

Exhibit B

CPS HR Test Rental Division Rates
Effective April 2026 - Subject to Change

	STOCK TESTS*	SEMI-STOCK TESTS	CUSTOM TESTS	AGENCY TESTS
Base Fee (per order) ‡	$295.00	$595.00	$1295.00	$350.00
Per Candidate	$10.50	$14.50	$15.50	$11.50
New Item Writing/Entry	N/A	N/A	$40 per item	N/A
Pick Up/Handling	5%	5%	5%	5%
Standard Shipping/Handling **	12%	12%	12%	12%
Expedited Shipping/Handling **	17%	17%	17%	17%
Rush Shipping/Handling **	22%	22%	22%	22%
Shipping outside contiguous U.S./Int'l ***	25%	25%	25%	25%

Entry-Level Law, Entry-Level Fire and Entry-Level Clerical Candidate Materials (available online through Candidate Resource Center)	
Online Preparation Manuals	***Online Practice Test***
$4.00 if purchased by client $7.50 if purchased by candidate	$11.00 if purchased by client $17.50 if purchased by candidate

*CPS HR will apply a credit of $35.00 for each **UNOPENED package of Stock Exams** of test booklets on the current or future **STOCK test orde**r (see additional terms listed on F.6.).

**Standard shipping applies to orders placed at least 10 business days prior to test date. Expedited shipping applies to orders placed less than 10 business days prior to test date. Rush shipping applies to orders placed less than 5 business days prior to test date.

***Applies to orders placed at least 10 business days prior to test date. A quote will be provided for any rush shipping requests.

‡ Base fee includes the following at no additional charge: Proctor's Manual, Scoring Manual, CPS HR Scoring, CPS HR answer sheets and a scoring report.

Online Testing with Agency Proctoring						
	Stock Tests	Semi-Stock Tests	Agency Tests	Custom Tests	Unproctored Tests	eSkill Tests*
Administrative Set Up Fee (per order)	$115.00	$115.00	$115.00	$115.00	$115.00	$115.00
One Time Exam Set Up Fee**	N/A	$595.00	$350.00	$1295.00	N/A	N/A
Per Candidate Fee	$15.50	$15.50	$15.50	$15.50	$15.50	$15.50
Title Change (optional)	$25.00	N/A	N/A	N/A	N/A	N/A
Additional Supplement (optional)	$50.00	N/A	N/A	N/A	N/A	N/A

**Can be administered in a proctored or unproctored setting.*

*** The one-time set-up fee will be applied for the first online administration of a semi-stock, agency, or custom test.*

Exhibit C

CPS HR Special Services

Effective April 2026 - Subject to Change

Online Testing With Remote Proctor Services	
	Agency Price
Administrative Set Up Fee (per order)	$205.00
1 hour test (per candidate)	$40.00
1 – 2 hour test (per candidate)	$47.50
2 – 3 hour test (per candidate)	$56.25
Over 3 hour test (per candidate)	$65.00

An additional one-time set-up fee will be applied for the first online administration of a semi-stock, agency, or custom test.

SPECIAL SERVICES	
Candidate Appeals Support	$150.00 per hour
Cover Change – Stock Exams Only	$100.00 base fee (unopened returned books will NOT qualify for a credit)
Re-Scoring/Hand-Scoring of Answer Sheet	$30.00 (Requested directly by Agency)
Review Copies (Hardcopies sent via FedEx)	$35.00 per copy (online review copies are provided at no charge)
Scoring Keys	$25.00 per Overlay, $10.00 per Key Sheet
Spanish Language Proficiency Oral Exam	$295.00 Base Fee + $120.00 per candidate (Professional Scoring Included)
Stock Supplements	$4.00 per book when ordered with a Stock test
Supplemental Orders	$50.00 base fee, candidate count fee, and shipping/handling
Writing Proficiency Exam	$350.00 Base Fee + $ 20.00 per candidate (Professional Scoring included)
Candidate Pay of Remote Proctor Fees	CALL FOR DETAILS
Non-specified special Services	CALL FOR DETAILS - Billed at the following rates Consultant Time $150/hour Technician Time $ 95/hour

Exhibit D

CPS HR On-line Personality Test Pricing Schedule
Effective April 2026 - Subject to Change

PERSONALITY TEST	
Report Option	**Price Per Candidate**
General Employability Report	$12
Express Report	$63

Test Rental Contact Information:

CPS HR Consulting
Attn: Test Rental Division
2450 Del Paso Rd., Ste. 160, Sacramento CA 95834

Telephone: 916.263.1800 / Toll Free 866.867.5272
Fax: 916.921.6240 / E-mail: testrental@cpshr.us