

## AGREEMENT

THIS AGREEMENT for professional services, dated this **24<sup>th</sup> day of November 2021**, by and between **Testing for Public Safety, LLC** (hereinafter "TPS") and the **Whitestown Fire Department** (hereinafter "Public Employer"):

### **A. Basic Services**

1. Effective **November 24, 2021**, and continuing through **December 31, 2022**, TPS shall, pursuant to the terms and conditions set forth herein, provide the Public Employer with the professional consulting services set forth in **Exhibits A and B** attached hereto and made a part hereof.

### **B. Operation**

1. The relationship between TPS and the Public Employer shall be that of an independent contractor providing professional services.

2. TPS shall furnish, or make contact with other individuals or entities to furnish such professional, technical, or clerical services as are needed for the administration of the TPS programs. TPS shall provide for all salaries and the employer's share of social security, worker's compensation, and all other taxes imposed on an employer with reference to any personnel employed by TPS in relation to the performance of the terms of this Agreement.

3. All test materials developed and administered by TPS are the property of TPS. This Agreement provides for a one-time usage of test materials specifically developed for the purpose of executing this Agreement. Public Employer agrees to respect the copyright of all TPS materials and agrees not to duplicate said materials without the expressed written consent of the Director of TPS.

4. All records kept by TPS concerning the designated programs herein shall be the property of TPS provided that the Public Employer shall have the right to access and review the information contained in such records.

5. In the event an applicant or incumbent requires a reasonable accommodation in the administration of any test by TPS, the Public Employer agrees to pay a reasonable additional fee therefore.

6. The total cost to the Public Employer for services of TPS as provided for in this Agreement shall be in the amount set forth in **Exhibits A and B**. Such amount shall be remitted to TPS within thirty (30) days after completion of the agreed services. The services rendered by TPS under this Agreement shall be considered as "professional services." Upon request, TPS shall provide a fully itemized statement concerning the services rendered under this Agreement.

### **C. Additional Services**

1. The Public Employer may, from time to time, require changes in the scope of the services of TPS to be performed under this Agreement. Such changes, including any increases or decreases in the amount of compensation to TPS which are mutually agreed upon by the parties hereto, and approved by all other necessary and proper authorities, shall be incorporated in written amendments to this Agreement.

2. TPS further agrees that its personnel will appear, if necessary, to testify on behalf of the Public Employer with regard to any legal challenge involving TPS programs, and that TPS personnel shall make such appearance without compensation other than out-of-pocket expenses.

#### **D. Miscellaneous**

1. If TPS fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, the Public Employer shall thereupon have the right to terminate this Agreement by giving written notice to TPS at least thirty (30) days prior to the effective date of such termination. In the event of termination, neither party hereto shall be relieved of liability to the other for damages sustained by virtue of any breach of this Agreement, and the Public Employer may withhold payment to TPS for the purpose of setoff until such time as the exact amount of damages due the Public Employer can be determined.

2. If the Public Employer shall fail to fulfill in a timely and proper manner the obligations pursuant to this Agreement, TPS shall thereupon have the right to terminate this Agreement. Said notice shall be given to the Public Employer at least thirty (30) days prior to the effective date of such termination. In the event of termination, neither party hereto shall be relieved of liability to the other for damages sustained by virtue of any breach of this Agreement.

3. TPS shall indemnify and hold harmless the Public Employer from any and all loss, damage, injury or liability caused by the negligence of TPS or its employees or agents in performing its obligations provided in this Agreement.

4. TPS shall not be held liable and the Public Employer shall hold TPS harmless from any and all loss, damage, injury or liability caused by the negligence of the Public Employer or its employees or agents in disregarding or ignoring any professional opinion, diagnosis or recommendation of TPS or its employees or agents while TPS is performing its obligations provided in this Agreement.

5. TPS certifies and warrants that it has the capacity to perform the services as required by the Public Employer with high professional quality, ability and expertise and further certifies and warrants that it has the capacity and authority to enter into this Agreement.

6. TPS and its employees, agents and representatives, in the performance of this Agreement, agree not to discriminate against any employee or applicant for employment with respect to his or her tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, religion, national origin, ancestry, disability, or Vietnam Era veteran status.

7. This Agreement shall be binding upon and shall inure to the benefit of TPS, its partners, successors, assigns, legal and personal, representatives, and administrators.

8. At the expiration of the initial term hereof, or upon earlier termination of this Agreement pursuant to Section D, 1, the parties shall review the compensation paid by Public Employer and the services rendered by TPS through the date of such termination to determine whether Public Employer is entitled to any reimbursement or whether TPS is entitled to additional compensation, and any necessary adjustments shall be made.

9. Nothing herein shall be construed as creating any personal liability on the part of any officer, director, agent, or employee of any public body which may be a party hereto.

10. This Agreement represents the entire understanding between and among the parties hereto. This Agreement may not be changed, altered, or amended; modification of this Agreement must be in writing, executed by the parties hereto, refer to this Agreement by date, and must be executed on a form entitled "Supplemental Agreement" approved by all parties hereto.



# Testing for Public Safety, LLC dba IPSP

## Whitestown Fire Department Applicant Written Aptitude Testing

### *Exhibit A*

#### Process Steps

- I. Administer, via mail, and tabulate results from a transportability study to validate the exam/maintain data for department's future use.
- II. Provide (1) staff monitor, materials, and supplies to administer aptitude test to up to (100) applicants at a site provided by the department.
- III. Score results of aptitude test and produce rank order list (within ten working days of test administration).
- IV. Provide department/commission with consultation as to use of test results for selection decisions.

#### Costs

- A. \$1,500.00 for first 20 applicants (includes all process steps listed above)
- B. \$25.00 for each additional applicant, if more than 20 in the group
- C. Price includes (1) TPS test monitor for up to 100 applicants. Additional TPS monitor is \$400.00/monitor for groups exceeding 100 applicants, or department has option to provide additional test monitors.
- D. Department provides test site for written aptitude exam.

IN WITNESS WHEREOF, the parties have executed this Agreement.

TESTING FOR PUBLIC SAFETY, LLC

WHITESTOWN FIRE DEPARTMENT

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Testing for Public Safety, LLC dba IPSP

## Whitestown Fire Department Applicant Oral Interview Testing

### *Exhibit B*

#### Process Steps

- I. Identify potential structured oral interview questions based on knowledge, skills and abilities (KSAs) identified in transportability study.
- II. Meet with structured oral interview rating board to finalize selection of structured oral interview questions, to review associated anchors and to train board on interview procedures.
- III. Provide TPS monitor for first day, sufficient materials and supplies to administer structured oral interviews to applicants.
- IV. Score results of structured oral interview, combine with aptitude test results, and produce rank order list (within 10 working days of administration).
- V. Provide department with phone and written consultation as to use of test results for selection decisions.

#### Costs

- A. \$1,400.00 for first 10 applicants. Cost includes training of interview board and (1) interview monitor for up to (1) day.
- B. \$25.00 for each additional applicant over 10.
- C. \$400.00/day for additional monitoring unless a monitor is provided by department.

IN WITNESS WHEREOF, the parties have executed this Agreement.

TESTING FOR PUBLIC SAFETY, LLC

WHITESTOWN FIRE DEPARTMENT

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_