

AGREEMENT

THIS AGREEMENT for professional services, dated this **1st of December 2018**, by and between Testing for Public Safety, LLC (hereinafter “TPS, LLC”) and the **Aurora Civil Service Commission** (hereinafter “Commission”):

A. Basic Services

1. Effective **December 1, 2018**, and continuing through **December 31, 2019**, TPS, LLC, shall, pursuant to the terms and conditions set forth herein, provide the Commission with the professional consulting services set forth in **Exhibit A** attached hereto and made a part hereof.

B. Operation

1. The relationship between TPS, LLC, and the Commission shall be that of an independent contractor providing professional services.

2. TPS, LLC, 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, LLC, programs. TPS, LLC, 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, LLC, in relation to the performance of the terms of this Agreement.

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

4. All records kept by TPS, LLC, concerning the designated programs herein shall be the property of TPS, LLC, provided that the Commission 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, LLC, the Commission agrees to pay a reasonable additional fee therefore.

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

C. Additional Services

1. The Commission may, from time to time, require changes in the scope of the services of TPS, LLC, to be performed under this Agreement. Such changes, including any increases or decreases in the amount of compensation to TPS, LLC, 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, LLC, further agrees that its personnel will appear, if necessary, to testify on behalf of the Commission with regard to any legal challenge involving TPS, LLC, programs, and that TPS, LLC, personnel shall make such appearance without compensation other than out-of-pocket expenses.

D. Miscellaneous

1. If TPS, LLC, fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, the Commission shall thereupon have the right to terminate this Agreement by giving written notice to TPS, LLC, 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 Commission may withhold payment to TPS, LLC, for the purpose of setoff until such time as the exact amount of damages due the Commission can be determined.
2. If the Commission shall fail to fulfill in a timely and proper manner the obligations pursuant to this Agreement, TPS, LLC, shall thereupon have the right to terminate this Agreement. Said notice shall be given to the Commission 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, LLC, shall indemnify and hold harmless the Commission from any and all loss, damage, injury or liability caused by the negligence of TPS, LLC, or its employees or agents in performing its obligations provided in this Agreement.
4. TPS, LLC, shall not be held liable and the Commission shall hold TPS, LLC, harmless from any and all loss, damage, injury or liability caused by the negligence of the Commission or its employees or agents in disregarding or ignoring any professional opinion, diagnosis or recommendation of TPS, LLC, or its employees or agents while TPS, LLC, is performing its obligations provided in this Agreement.
5. TPS, LLC, certifies and warrants that it has the capacity to perform the services as required by the Commission 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, LLC, 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, LLC, 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, 4, the parties shall review the compensation paid by Commission and the services rendered by TPS, LLC, through the date of such termination to determine whether Commission is entitled to any reimbursement or whether TPS, LLC, 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

Exhibit A

Agreement with the City of Aurora Civil Service Commission for a Fire and Police Promotion Processes (Per Position - Fire Lieutenant, Fire Captain)

Process Steps:

- I. Establish Job Relevance
 - A. Develop consolidated job descriptions via survey
 - B. Select source materials with guidance of Development Committee
- II. Train and Inform Candidates about Process
 - A. Provide candidates with descriptive process booklets
 - B. Prepare training video on test preparation
- III. Write and Validate Written Test Questions
 - A. Write test questions on all reading materials
 - B. Validate test questions via committee review before or after exam
- IV. Administer Written Test
 - A. Provide test booklets
 - B. Administer test site
 - C. Provide all testing material
- V. Conduct an Appeal/Review Session immediately after the written exam
 - A. Provide candidates with a copy of their own answer sheet and an answer key
 - B. Receive written appeals on test questions
 - C. Meet with committee afterwards to review appeals
- VI. Develop Structured Interview/Assessment Center Materials
 - A. Meet with the committee to identify assessment goals
 - B. Develop structured questions and scoring guidelines
 - C. Validate material either before or after test administration
- VII. Administer Interviews and Assessment Centers
 - A. Train oral interview board
- VIII. Score Results
 - A. Tally preliminary scores
 - B. Generate preliminary lists
 - C. Combine results with other process components (seniority, etc.)
- IX. Optional - Conduct Formal Appeal/Review Session
 - A. Provide candidates with individual exam results (missed questions, overall scores, etc.)
 - B. Provide candidates with individual interview and assessment center results (average score on each question or rating, scoring guidelines used by the boards, etc.)
 - C. Meet with candidates to receive written appeals
 - D. Collect appeals and present to development committee
 - E. Provide candidates with individual appeal results
- X. Provide Individual Feedback
 - A. Provide candidates with individual scores and rank order standing
- XI. Derive Final List
 - A. Provide Commission with final scores and rank order list

- I. Orientation Meeting with Promotion Candidates (Optional)
\$800.00 per day to provide a session of candidate training. Each session is scheduled for two to three hours. Candidate training provides a thorough description of the written exam, oral interview, and assessment exercises. Specifically, candidates will review the scoring procedures, and receive tips on how to prepare for the process.
- II. Promotion Written Exam
\$4,000.00 to provide one (1) written exam **per rank level** with no more than thirty (30) candidates per rank.
 - A. Cost assumes that Department or candidates will purchase source materials.
 - B. Department will provide test site.
 - C. Cost for additional candidates over thirty (30) is \$50.00 per candidate.
 - D. Cost includes one (1) day of test administration. If more than 75 candidates are scheduled to take the exam, the department may elect to provide additional monitors to proctor the exam, or TPS may provide additional monitor for \$375.00 per monitor per day.
 - E. Cost includes all test materials and scoring.
 - F. DISCOUNT IF BOTH CAPTAIN AND LIEUTENANT RANKS TEST AT THE SAME TIME (\$250.00 discount per rank (x 2 ranks = \$500 discount total)
 - G. (Optional) Department may elect to have the exam scored via computer on-site at a cost of \$1,000.00.
- III. Conduct a Review Session immediately following the exam NO COST
Candidates will have the opportunity to review their test booklet, a photocopy of their own answer sheet, and an answer key listing the correct answer and book page number. They may write appeals on questions if they disagree with the answer listed in the key.
- IV. Promotion Oral Interview & Assessment Center Exercises
\$4,000.00 to provide oral interview/assessment center **per rank level** with no more than thirty (30) candidates.
 - A. Department will provide test site.
 - B. Cost for additional candidates over thirty (30) is \$50.00 per candidate.
 - C. Cost includes board training, all test materials, scoring and interview monitor for first day. Additional TPS, LLC, monitor \$375.00 per day.
 - D. NOTE - TPS will assist in identifying and securing assessors, in addition to all notifications and travel assistance for a charge of \$1,000.00. However Commission will directly compensate outside board of three (3) administrative level officers. Current established rate is \$400.00 per rater for each day of assessments (\$1,200 for three assessors per day), however department may make their own arrangements. For those raters who travel from a distance and require accommodations, Commission will also reimburse them for hotel accommodations. (TPS will attempt to identify raters who do not require accommodations when possible.)
- V. Appeal/Review Session - Delayed (Optional)
\$1,400.00 to conduct an extensive appeal/review session scheduled for one (1) day.
 - A. Cost includes extensive individual feedback for all testing phases and TPS, LLC monitor.
 - B. Cost includes meeting with development committee to review appeals if meeting is held same day as appeal/review session.
 - C. Cost includes re-scoring of test components following review of appeals by development committee.
 - D. Cost includes individual appeal results for candidates
 - E. Department will provide site for appeals session.
- VI. Compute candidate seniority scores based on hire dates provided by department – NO COST
- VII. \$200.00 travel fee per trip for TPS personnel
- VIII. \$150.00 per overnight stay for TPS personnel.
- IX. \$150 per night for interview/assessment board members, if distance travel is required.

IN WITNESS WHEREOF, the parties have executed this Agreement.

TESTING FOR PUBLIC SAFETY, LLC

COMMISSION

By: _____

By: _____

Date: _____

Date: _____