



Board of Public Works and Safety

Agenda Item

Cover Sheet

MEETING DATE: February 13, 2024

- Consent Agenda Item
- New Item for Discussion
- Previously Discussed Item
- Miscellaneous

ITEM #: 8

INITIATED BY: Assistant Chief Uriah Eddingfield

- Information Attached
- Bring Paperwork from Previous Meeting
- Verbal
- No Paperwork at Time of Packets



TO: BOARD OF PUBLIC WORKS AND SAFETY
FROM: URIAH EDDINGFIELD, ASSISTANT CHIEF
**SUBJECT: AGREEMENT BETWEEN THE NOBLESVILLE FIRE DEPARTMENT
AND TPS FOR THE 2024 NFD PROMOTION PROCESS**
DATE: FEBRUARY 13, 2024

Attached you will find information regarding an agreement between the Noblesville Fire Department and Testing for Public Safety, LLC (TPS) for the administration and management of the 2024 NFD promotion process. NFD conducts this process every other year in order to maintain a current promotions list.

Thank you.



NOBLESVILLE FIRE DEPARTMENT

DEFEND FROM HARM | COMBAT SUFFERING | SERVE SELFLESSLY

317.776.6336 | 135 South 9th Street | Noblesville, IN 46060 | www.CityofNoblesville.org

SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the City of Noblesville, Indiana, a municipal corporation (hereinafter referred to as "City") and Testing for Public Safety, LLC (hereinafter referred to as "Contractor"), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

- 1.1 The "Agreement", as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include this Services Agreement and the Exhibit One attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.4 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.
- 1.5 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

SECTION II. DUTIES OF CONTRACTOR

- 2.1 Contractor shall provide services as specified in Exhibit One, attached hereto and incorporated into this Agreement.

SECTION III. TERM

- 3.1 The term of this Agreement shall begin upon execution and terminate December 31, 2024, ("Termination Date") unless terminated earlier in accordance with this Agreement.

SECTION IV. COMPENSATION

- 4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in **Exhibit One**. Compensation shall not exceed Twenty-one thousand two hundred fifty dollars and no cents (\$21,250.00).

SECTION V. GENERAL PROVISIONS

- 5.1 **Independent Contractor.** The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.

5.2 **Subcontracting.**

Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.

5.3 **Necessary Documentation.** N/A

- 5.4 **Records: Audit.** Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period copies thereof, if requested, shall be furnished at no cost to City.

5.5 **Ownership.**

5.5.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.

5.5.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City. At City's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any

parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.6 Insurance.

Minimum Insurance Requirements. Prior to commencing Work, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance acceptable to the City shall be given to the City prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability

Limits of Liability:	\$2,000,000 General Aggregate
	\$2,000,000 Products & Completed Ops.
	\$1,000,000 Bodily Injury / Prop. Damage
	\$1,000,000 Personal / Advertising Injury
	\$1,000,000 Each Occurrence

B. Auto Liability

Limits of Liability:	\$500,000 Per Accident
Coverage Details	All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

Limits of Liability	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

All coverage provided above shall be endorsed to include the City as an additional insured except for the Worker's Compensation / Employer's Liability and Professional/Errors & Omissions policy.

5.7 Termination for Cause or Convenience.

5.7.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.

5.7.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.

5.7.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

5.7.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.8.1 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.8 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

- 5.9 **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them (“Indemnitees”) from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the Work. The Contractor’s indemnification under this Section shall survive both final payment and the termination of this Agreement.
- 5.10 **Notice.** Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:
Testing for Public Safety, LLC
Attn: Amy Emerson
5948 N. College Ave., Suite 2
Indianapolis, IN 46220

To City:
City of Noblesville
Attn: Fire Department
16 S. 10th Street
Noblesville, IN 46060

Courtesy Copy:
City Attorney
16 S. 10th Street
Noblesville, IN 46060

- 5.11 **Disputes.** Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.
- 5.12 **Non-discrimination.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 5.13 **Conflict of Interest.**

- 5.13.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.
- 5.13.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of an elected official of Noblesville, Indiana.
- 5.14 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 5.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 5.16 Applicable Laws; Forum.
- 5.16.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.
- 5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of Noblesville, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.
- 5.17 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.

- 5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.19 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.20 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City or the Contractor.
- 5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.
- 5.22 Debarment and Suspension
- 5.22.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.
- 5.22.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
- 5.22.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

5.22.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

5.23 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

5.23.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.24, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

5.23.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.

5.23.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.24, Contractor may terminate its contract with the subcontractor for such violation.

5.23.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

Testing for Public Safety ("Contractor")

By (Written Signature): Amy B Emerson Date: 1/10/2024

Printed: Amy B. Emerson 2024 ABE

Title: Managing Member

City of Noblesville

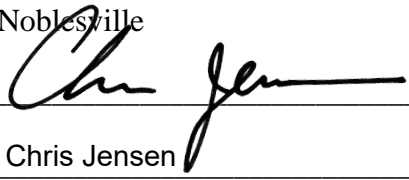
By (Written Signature): Uriah Eddingfield Date: 1/17/2024

Printed: Uriah Eddingfield

Title: ASSISTANT chief operations

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

City of Noblesville

By: 

Date: 02/07/2024

Printed: Chris Jensen

Title: Mayor

AGREEMENT

THIS AGREEMENT for professional services, dated this 3rd^h day of January 2024, by and between the *Testing for Public Safety, LLC, doing business as TPS* (hereinafter "TPS") and the *Noblesville Fire Department* (hereinafter "Public Employer"):

A. Basic Services

1. Effective **January 3, 2024**, and continuing through **December 31, 2024**, TPS shall, pursuant to the terms and conditions set forth herein, provide the Public Employer with the professional consulting services set forth in **Exhibit A** 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, Inc. 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, Inc.

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 **Exhibit A**. 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 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

**Agreement with the
Noblesville Fire Department for
Promotion Process for the ranks of Battalion Chief, Captain, and Lieutenant**

Exhibit A

Process Steps:

- I. Establish Job Relevance
 - A. Review job descriptions
 - B. Select source materials

- II. Write and Validate Written Test Questions
 - A. Write test questions on all sources
 - B. Validate test questions via committee review

- III. Train and Inform Candidates about Process
 - A. Provide candidates with descriptive process booklets
 - B. Prepare training video on test preparation

- IV. Administer Written Test
 - A. Provide test booklets
 - B. Administer test site
 - C. Provide all testing material

- V. Develop Structured Interview/Assessment Center Exercise Materials
 - A. Meet with the committee to identify assessment goals
 - B. Develop structured questions and suggested answers
 - C. Meet with committee to validate material

- VI. Administer Interviews/Assessment Center Exercises
 - A. Train oral interview board
 - B. Provide monitor at interview site for first day

- VII. Score Results
 - A. Tally preliminary scores
 - B. Generate preliminary lists
 - C. Combine results with other process components (seniority, etc.)

VIII. Conduct Immediate Appeals Session

- A. Meet with candidates immediately after the exam to receive appeals
- B. Collect appeals and present to Department
- C. Provide candidates with individual appeal results

IX. Provide Individual Feedback

- A. Provide candidates with individual scores and rank order standing

X. Derive Final List

- A. Provide Department with final scores and rank order list for each rank

IN WITNESS WHEREOF, the parties have executed this Agreement.

TESTING FOR PUBLIC SAFETY, LLC

By: AgB Emerson
Date: 1/10/2024

NOBLESVILLE FIRE DEPARTMENT

By: [Signature]
Date: 1/17/2024

<u>Project Steps:</u>	Project Costs for first rank (Lieutenant)	Project Costs for 2nd rank (Captain)	Project Costs for 3rd rank (Battalion Chief)
I. <u>Conduct a job analysis</u> Conduct/maintain a job analysis for each rank/position. The job analysis will identify essential job duties, as well as the knowledge, skills, and abilities that are necessary for the position.	No charge	No charge	No charge
II. <u>Prepare an Announcement and/or Information Book for candidates</u> The Information Book will include all promotion process details, including test dates, locations, administration, and scoring procedures of components.	No charge	No charge	No charge
III. <u>Develop Each Promotion Written Exam</u> Provide written exams A. Each test will include between 150 and 170 test questions. (approximately) B. Cost assumes that Department or candidates will secure source materials. C. Department will provide test site.	\$3,100.00	\$ 3,100.00	\$ 3,100.00
IV. <u>Implement written test</u> Provide all materials, such as test booklets, pencils, and one monitor A. Cost includes two (2) days of test administration. Cost to provide additional day(s) of testing and/or additional monitor is \$500.00 per monitor per day. B. (OPTIONAL) \$1,000.00 additional cost to score the test on-site.	\$1,000.00 (500.00/ day)	\$500.00 (NO additional charge if same time as LT)	\$500.00 (NO additional charge if same time as LT)
V. <u>Conduct a Review Session immediately following the exam</u> 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.	NO CHARGE	NO CHARGE	NO CHARGE
VI. <u>Develop interviews/assessment exercises for each rank</u> Meet with department committee to identify priorities and establish job relevance. Create scoring dimensions, or anchors, for interview questions. Provide interviews 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 \$35.00 per candidate.	\$3,100.00	\$3,100.00	\$3,100.00
VII. <u>Implement interview/assessment center process</u> Cost includes board training, all test materials, scoring booklets, desk shields, scan sheets. A. TPS monitor for each day to manage candidate procedures @ \$400.00 per day. B. Department will obtain an outside rating board for the oral interviews and will incur cost of paying raters. If TPS obtains raters, cost is estimated at \$1200.00 per day for board of three raters. Total estimated cost for three ranks will be \$6,000.00 for five days.	\$500.00	\$500.00	\$500.00
VIII. <u>Conduct a Review Session following the oral assessment component</u> (OPTIONAL) Schedule individual meetings for candidates (at TPS office) if they choose to participate in a review session for oral assessment component (candidate may listen to own audio recording of assessment meeting & review scoring criteria)	\$800.00 (optional)	No charge	No charge

<p>IX. <u>Score all testing components</u> Score all tests, compute candidate seniority scores based on hire dates provided by department, combine all promotion components, create a final rank list, provide quantitative feedback to candidates, compute statistical analysis.</p> <p>X. <u>Provide qualitative feedback for assessment center</u> (OPTIONAL) Collect detailed individual feedback from assessment board, outlining strengths and areas in need of improvement. Provide summarized feedback for candidates.</p>	<p>No charge</p> <p>\$1,000.00 (optional)</p>	<p>No charge</p> <p>\$500.00 (optional)</p>	<p>No charge</p> <p>\$250.00 (optional)</p>
	<p>Project Costs for first rank (Lieutenant)</p>	<p>Project Costs for 2nd rank (Captain)</p>	<p>Project Costs for 3rd rank (Battalion Chief)</p>
TOTAL PER RANK	\$9,500.00	\$7,200.00	\$6,950.00
Estimated costs for TPS monitoring (4 additional days for subsequent ranks @ \$400/day)	\$1,600.00		
TOTAL	\$25,250.00		
Potential Reductions in Cost:			
<p>Captain Written Exam – Test based on the same books. However, additional exam questions will be added for the higher rank (captain)</p>		- \$1,000	
<p>Battalion Chief Written Exam – Test based on the same books. However, additional exam questions will be added for the higher rank (battalion chief)</p>			- \$1,000
<p>Captain Oral Interview / Assessment Center – Overlap in content with the lieutenant interview/assessment. However, questions and exercises will be added for the higher rank (captain)</p>		- \$1,000	
<p>Battalion Chief Oral Interview / Assessment Center – Overlap in content with the lieutenant interview/assessment. However, questions and exercises will be added for the higher rank (battalion chief)</p>			- \$1,000
TOTAL (assuming reductions in cost)	\$21,250.00		

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): Testing for Public Safety, LLC
By (Written Signature): Amy B Emerson 1/10/2024
(Printed Name): Amy B Emerson
(Title): Managing Member

Important - Notary Signature and Seal Required in the Space Below

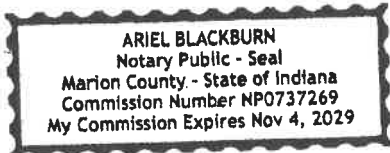
STATE OF Indiana
COUNTY OF Marion

SS:

Subscribed and sworn to before me this 10th day of January,
2024.

My commission expires: Nov 4/2029 (Signed) Ariel Blackburn

a. Residing in Marion County, State of Indiana





FINANCE & ACCOUNTING
Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 2/13/24 (put N/A if not submitting to BoW/Park Board)

Vendor name: Testing for Public Safety (TPS)

Vendor Address: 4709 5948 North College Ave.; 2nd Floor; Indianapolis, IN 46220

Brief description of purchase: Administration & management of NFD Promotion Process

Source of Funding:

- X Current Year Operational Budget
Subsequent Year Operational Budget^1
Funding not yet finalized (attach explanation)^2
Loan or debt proceeds
Non-Appropriated Fund^3

Table with columns: Fund #, Department #, Project # (NA if no project #), Expense Object #, Amount. Row 1: Fund # 101, Department # 005, Project # NA, Expense Object # 310.100, Amount \$21,250.00.

1) This option may only be selected AFTER the adoption of the subsequent year budget. OFA will create a PO after the start of the next year. If contract details change in between form submission and the start of the year, contact OFA Staff.
2) This option may only be selected in unusual circumstances. An additional FVF will need to be submitted to OFA once funding source has been determined. OFA will not create a PO until this follow-up form has been submitted.
3) These funds are not appropriated through the annual budget process. They include but are not limited to grant funds and impact fee funds.

Are you requesting that a Purchase Order (PO) be created for this expenditure?

- [X] Yes Select for all purchases/contracts that will not be paid immediately
[] No Select ONLY if department plans to initiate payment immediately

The Department certifies that sufficient appropriation authority exists in the stated fund and expense series to obligate the expense for future payment.

Department Director (Signature)

Matt Mitchell 1/17/24
(Printed Name) (Date)

Please email completed form to OFAbudget@noblesville.in.us

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

OFA Action Taken section with checkboxes for Purchase Order Created, Reviewed Availability of funds, and No Action Taken. Includes PO # 240060, OFA Signature, and Comments/Initials/Date.

