

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services by and between *Testing for Public Safety, LLC doing business as The Institute for Public Safety Personnel* (hereinafter "TPS") and the *City of Lawrence Fire Department* (hereinafter "Public Employer"):

### **A. Basic Services**

1. Effective **February 12, 2026**, 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. 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 not exceed Thirteen Thousand and Nine Hundred Dollars (\$13,900.00) as set forth in **Exhibit A** attached. Such amount shall be remitted to TPS within forty-five (45) days of submission of TPS' invoice[s]. The services rendered by TPS under this Agreement shall be considered as "professional services." Each TPS invoice shall provide a fully itemized statement concerning the services rendered under this Agreement before payment will be processed by the City of Lawrence's Controller's Office.

### **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 signed by TPS and the City of Lawrence's Board of Public Works and Safety ("the Board").

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 reasonable out-of-pocket expenses as agreed upon in writing by both parties.

(Remainder of this page intentionally left blank)

#### D. Miscellaneous

1. The term of this Agreement shall begin on February 12, 2026, and terminate on December 31, 2026 at 11:59 p.m., unless terminated earlier in accordance with this Agreement. A renewal or extension shall be only by written instrument signed by both the Board and TPS and attached hereto as an amendment. All other terms and conditions shall remain the same as set forth herein.
2. 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. This Agreement may be terminated in whole or in part in writing by the Public Employer for the Public Employer's convenience provided that TPS is given (1) not less than thirty (30) calendar days' written notice of the Public Employer's intent to terminate; and (2) an opportunity for consultation with the Public Employer prior to termination. If the Public Employer terminates for the Public Employer's convenience, TPS shall be compensated for services performed and expenses reasonably incurred up to the date of receipt of notice of 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. TPS and its employees, agents and representatives, in the performance of this Agreement, will not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the agreement.
8. Under Ind. Code § 22-5-1.7-11, by entering into an agreement with the Public Employer, TPS is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. TPS is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. By executing this agreement, TPS affirms that it does not knowingly employ an unauthorized alien. TPS further affirms that, prior to entering into this agreement with the Public Employer, it will enroll in the E-Verify program, and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program

9. The Parties acknowledge that the Public Employer is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this agreement, the Public Employer's fiscal body should fail to appropriate sufficient funds to continue this agreement, it will become null and void. The Public Employer shall not be obligated to perform unless and until sufficient funds are appropriated. The Public Employer agrees to inform TPS in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all services provided prior to exhaustion of the appropriated funds.

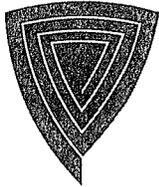
10. This Agreement shall be binding upon and shall inure to the benefit of TPS, its partners, successors, assigns, legal and personal, representatives, and administrators.

11. 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.

12. 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.

13. 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.

(Remainder of this page intentionally left blank)



# Testing for Public Safety, LLC

## dba IPSP

### Exhibit A

#### *Agreement with the Lawrence Fire Department for the Development and Administration of Promotion Testing*

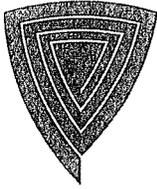
- I. Establish Job Relevance
  - A. Develop consolidated job descriptions via survey
  - B. Select source materials with guidance of Development Committee
- II. Train and Inform Candidates
  - A. Provide candidates with descriptive booklets
- III. Write and Validate Written Test Questions
  - A. Write test questions on all reading materials
  - B. Validate test questions via committee review before or after exam
- IV. Administer Test
  - A. Provide test booklets
  - B. Administer test site
  - C. Provide all testing materials
- V. Conduct Immediate Appeals Session
  - A. Provide candidates with a copy of their answer sheet
  - B. Meet with candidates to receive appeals immediately after written exam
  - C. Meet with candidates to receive written appeals
  - D. Collect appeals and present to development committee
  - E. Present appeals and recommendations to Merit Commission
- VI. Develop Oral Interview/Assessment Center Exercises
  - A. Meet with committee to identify assessment goals
  - B. Develop interview questions, exercises, and scoring guidelines
- VII. Administer Interviews/Assessment Center Exercises
  - A. Train interview board
  - B. Provide monitor at interview site
- VIII. Score Results
  - A. Tally preliminary scores
  - B. Generate preliminary lists
  - C. Combine results with other process components (seniority, etc.)

IX. Derive Final Lists

A. Provide Commission with final scores and rank order list

X. Provide Individual Feedback

A. Provide candidates with individual scores and rank order standing



# Testing for Public Safety, LLC

## dba IPSP

*Agreement with the Lawrence Fire Department  
for the Development and Administration of Promotion Testing*

### **COSTS:**

#### Project Development Steps:

- |   |             |
|---|-------------|
| • Conduct/maintain job analysis surveys and develop job description | NO CHARGE   |
| • Develop an information booklet for candidates                     | NO CHARGE   |
| • Write questions and develop written test                          | \$ 3,200.00 |
| • Develop interview/assessment center exercises                     | \$ 3,200.00 |

#### Implement Written Test (Per day - may test multiple ranks during same time period):

- |   |           |
|---|-----------|
| • Administer written test session, provide all materials,<br>provide feedback to candidates, conduct review session | \$ 600.00 |
|---|-----------|

#### Interview/Assessment exercises:

- |   |             |
|---|-------------|
| • Train board, monitor first day, provide all materials | \$ 1,100.00 |
|---|-------------|

#### Scoring:

Tally scores for written test, assessment center exercises, combine all scores, provide detailed individual feedback to promotion candidates, and create final lists \$500.00

**TOTAL PROPOSED COSTS FOR ONE RANK (LT) \$8,600.00**

#### **ADDITIONAL COST FOR SECOND RANK (CPT) TESTING AT THE SAME TIME**

\*Assumes same testing materials for lieutenant and captain ranks.

\*\*Separate scoring lists and statistical analysis for the captain rank.

\*Captain Written Exam – Test based on same books. However, additional exam questions will be added for the higher rank (captain). \$ 1,600.00

\* Captain Oral interview/assessment exercises –  
If unique interview questions/exercises from the Lieutenant promotion process \$ 3,200.00  
OR

Overlap in content with the lieutenant Interview/assessment. However, questions and exercises will be added for the higher rank (captain) \$ 1,600.00

**TOTAL BASE COST FOR BOTH CAPTAIN AND LIEUTENANT TESTING Range of \$11,800.00 to \$13,400.00**

**BASED ON SAME CONDITIONS AS THE 2024 PROMOTION PROCESS, COST ESTIMATE IS \$13,900.00**

#### Assumptions:

- Commission will pay fees, if any, for interview board members.
- Commission will provide test location for written exam, oral interview, and review session.
- Price assumes that either the candidates or the department will purchase the necessary books and reading material.
- Cost includes interview board training, all test materials, scoring, and interview monitor for first day.  
**Additional TPS monitor \$500.00 per day.**
- **Optional - Additional fee of \$1,000.00 for TPS to score and evaluate writing exercises.**

IN WITNESS WHEREOF, the parties have executed this Agreement.

**TESTING FOR PUBLIC SAFETY**

**CITY OF LAWRENCE BOARD OF PUBLIC WORKS AND SAFETY**

By: Amy B. Emerson  
Date: 2/13/2026  
Amy B. Emerson

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