

## **AGREEMENT**

This AGREEMENT entered into on the 19th day of February, 2019, by and between the City of Hattiesburg, Mississippi, hereinafter referred to as the CITY, and Morris & McDaniel, Inc., whose business address is P.O. Box 104, Jackson, Mississippi 39205-0104 hereinafter referred to as the CONSULTANT.

### **Section 1.** WITNESSETH:

In consideration of the compensation set forth in the AGREEMENT, the CONSULTANT shall perform the duties, tasks, responsibilities and carry out the services set forth in the following Sections of this AGREEMENT.

### **Section 2.** GENERAL RESPONSIBILITIES

The CONSULTANT, working in conjunction with the CITY'S Personnel Director, Civil Service Director/Secretary, Police Chief, Fire Chief, and other designated CITY staff will provide overall guidance and expertise in the development, administration, and scoring of the CITY'S promotional process for the Police and Fire Departments and make recommendations to the CITY as to methods for using the results of the promotional process.

### **Section 3.** SPECIFIC RESPONSIBILITIES

The CONSULTANT agrees to perform the following specific duties and responsibilities and provide the services described as set out hereafter.

- A. Conduct a literature review to demonstrate that the assessment techniques comply with current professional standards, methods, Federal and State regulatory guidelines and requirements.
- B. Conduct a job to identify the knowledges and dimensions to be used in the promotional process written exam and exercises.
- C. Assist the CITY in the CITY'S administration of the promotional process. These written test questions and exercises will be developed based on input and review from Subject Matter Experts from the City of Hattiesburg.

D. Conduct Orientation sessions on the promotional process to assist the candidates in maximizing their performance in the promotional process.

E. Provide a camera-ready copy of the written exams and promotional exercises and have consultants on-site to assist in the CITY'S administration of the promotional process. Any review by a Subject Matter Expert will be performed prior to administration of the promotional process.

F. Review and analyze the results of the promotional process for purposes of assuring conformity with recognized professional standards and recommend methods and procedures to minimize adverse impact, if any, for participants who may be in protected classes as defined by Federal Regulations and Guidelines.

G. Compile and maintain all necessary information to draft a final validation report which encompasses the processes, steps preparation, job relatedness, data collection, administration, and scoring of the promotional process.

H. Maintain the necessary security procedures in the development, reproduction, assembly, delivery, and administration to insure the integrity of the promotional processes.

I. Agree to provide necessary Expert Witness assistance/testimony as needed in the case of a challenge and/or litigation (the costs and expenses for this service are not included in the price of the contract).

#### **Section 4.** CITY'S RESPONSIBILITIES

A. The CITY agrees, through its Personnel Department, Civil Service Commission and Police Department, to cooperate with the CONSULTANT in making available information and personnel necessary to successfully complete the terms of the AGREEMENT.

B. To determine the eligibility of candidates participating in the promotional processes.

C. The CITY shall be responsible for all expenses associated with, but not limited to, the travel, lodging, food and incidental costs associated with the training and scoring by the assessors.

D. The CITY, with assistance from the CONSULTANT shall obtain a sufficient number of assessors for purposes of evaluating and scoring candidates' performance on the promotional process exercises.

The assessors shall preferably be Police or Fire personnel at or above the tested rank. All exercises will be

scored in accordance with the decision of the CONSULTANT and appropriate representatives of the CITY.

E. The CITY, will assist the CONSULTANT, in administering the promotional process.

**Section 5.** RESEARCH, PUBLICATION AND COPYRIGHT

The CITY agrees that, upon completion of the promotional process, the CONSULTANT may use test material, data, reports, and records for its use and purposes of further research and publication. CONSULTANT shall own copyright of all testing material and related materials and shall give the CITY third party use; however, no changes may be made without the CONSULTANT'S written approval.

**Section 6.** TERMINATION

This AGREEMENT shall commence on contract execution and shall remain in effect until after the establishment of the eligibility list and until after the submission of the final written validation report or may be terminated at the option of the CITY or the CONSULTANT upon thirty (30) calendar days' written notice to the other party.

In the event the AGREEMENT is terminated by either party prior to the establishment of the eligibility list, the CONSULTANT shall immediately cease all further work on the project and immediately deliver to the CITY'S Personnel Director an invoice for all work and expenses completed by the CONSULTANT up to the cancellation date. In the event of such termination by either party, the CONSULTANT shall be compensated for said work and expenses the

CONSULTANT has performed at the time of termination.

**Section 7.** COMPENSATION

The CITY agrees to compensate the CONSULTANT in the amount Thirty-Five Thousand and no/100 Dollars for the Police Department and Fire Department to carry out the responsibilities as described in the AGREEMENT. Payment to the CONSULTANT by the CITY shall be in three (3) installments: the first installment (Police and Fire respectively) of Six Thousand and no/100 Dollars (\$6,000.00) will be paid upon execution of this AGREEMENT. The second installment (Police and Fire respectively) of Six Thousand and no/100 Dollars (\$6,000.00) will be paid upon the development of the promotional process exercises for the tested ranks. The third installment (Police and Fire respectively) of Five Thousand, Five Hundred and no/100 Dollars (\$5,500.00) will be paid upon administration and completion of the promotional process and

submission of the final written report and establishment of the eligibility lists. This cost has been developed using assessors recruited from local jurisdictions by the CITY; however, if the CONSULTANT is asked to become involved with assessor recruitment from a wider area, CONSULTANT agrees to provide its assistance in all reasonable ways at no additional cost; with the understanding that the actual expenses of these assessors, to include travel, lodging and related expenses will be paid by CITY. The CITY will provide all facilities for the Candidate Orientation session(s), administration and scoring of all examination components, and any related expenses linked to the assessors' housing, food, and/or travel.

**Section 8.** The CONSULTANT shall comply with all Federal, State and City laws and ordinances, including Workers' Compensation Law of the State of Mississippi.

**Section 9.** The CONSULTANT is an independent contractor and not an agent or employee of the City and shall make no representations to the contrary. In as much as the CITY is interested in the CONSULTANT'S end-product the CITY will not retain the right to control the mode or manner in which the CONSULTANT performs this contract.

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**Section 10.** The CONSULTANT agrees to indemnify the CITY as appropriate as an independent, professional contractor.

Thereby, we affix our signatures this 19<sup>th</sup> day of February 2019.

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_

THE CITY OF HATTIESBURG, MISSISSIPPI

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

Name: \_\_\_\_\_

Title: MAYOR

CITY

MORRIS & MCDANIEL, INC.

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

Joe F. Nassar, MPA  
Corporate Secretary  
Morris & McDaniel, Inc.  
CONSULTANT