CONSULTATION AGREEMENT WITH THE CITY OF GEORGETOWN

This Consultation Agreement (the "Agreement") is entered into and made effective on the ______ day of ___________, _________ by and between _**Emergency Services Consulting International** ("Consultant") and the City of Georgetown, Texas ("City").

1. **Scope of Services.** Consultant agrees to provide such services as further described in **Exhibit A**, which is attached and incorporated herein. Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph four of this Agreement shall be made and approved by the City prior to the Consultant providing such services, or the right to payment for such additional services shall be **waived.** If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Agreement, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

2. **Supplement Provisions**. Supplemental provisions applicable to this Agreement are included in **Exhibit B** and incorporated herein by reference.

3. **City Terms Prevail**. In the event there is a conflict between a term in **Exhibit A** or **Exhibit B** and a term in this agreement, the terms of this agreement shall prevail.

4. **Total Compensation.** The total compensation paid by the City to the Consultant, including expenses, under this agreement shall not exceed ONE-HUNDRED TEN THOUSAND dollars and no cents ($110,000.00)~~________________.~~ for the initial term and any subsequent renewal term. Payment schedule will be made in accordance with **Exhibit C**, which is attached and incorporated herein.

5. **Term.** The initial term of this Agreement is for one (1) year from the Effective Date, hereinafter defined. Upon expiration of the initial term of the Contract and upon mutual agreement of both parties, the Contract may be renewed with the option to renew for two (2) additional one (1) year terms for a total of four (4) years. Any renewal will be under the same terms and conditions as the original Contract and must be in writing and executed by the parties.

6. **Amendments.** Any changes to the terms of this agreement will not be effective unless in writing and signed by both parties.

7. **Insurance.** Consultant shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subcontractors. The polices, limits and endorsements required are set forth in **Exhibit D**. Consultants insurance certificate satisfying the City insurance requirements is attached as **Exhibit E**.

8. **INDEMNITY. THE CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR SERVICES PROVIDED UNDER THE AGREEMENT OR FROM ITS NEGLIGENCE OR WILLFUL ACT WHETHER SUCH ACT BE BY THE CONSULTANT OR ITS DESIGNEE. THE CITY, AS A GOVERNMENTAL ENTITY IN THE STATE OF TEXAS, SHALL NOT INDEMNIFY THE CONSULTANT.**

9. **Release by Consultant.** The Consultant releases, relinquishes and discharges the City, its elected officials, officers, directors, agents, employees, representatives and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense, for any injury to or death of any person (whether employees of either party or other third parties) and any loss or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the work it performed under this Agreement. This release shall apply regardless of whether the claims, demands and/or causes of action are covered in whole or in part by insurance.

10. **Dispute Resolution.** If either the Consultant or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

11. **Ownership of Documents.** The City shall retain ownership of all associated work products and documentation obtained from or created by the Consultant pursuant to this Agreement. Consultant shall deliver all documents or other work product to the City upon request, including original versions if so specified in the request.

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12. **Payment Terms.** All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Consultant within thirty days after of receipt of a correct invoice for services. The Consultant may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between

the City and Consultant concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Consultant and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in accordance with Agreement.

13. **Termination for Convenience.** The City shall have the right to terminate this Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Consultant shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Consultant, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.

14. **Termination for Cause.** In addition to the termination rights described above, either party may terminate this Agreement effective upon written notice to the other if the other breaches any of the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. In the event of an incurable breach, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party. In addition to all other remedies available under law and in equity, the City may remove the Consultant from the City's Vendor list in the event that this Agreement is terminated for cause and any offer submitted by the Consultant may be disqualified for up to three (3) years.

15. **Non-Appropriation**. This Agreement is a commitment of City's current revenues only. It is understand and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the city does not appropriate funds sufficient to purchase the services. The City may terminate for non-appropriation by giving the Consultant a written notice of termination at the end of its then current fiscal year.

16. **Notices.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:

Notice to the Consultant:

Emergency Services Consulting International
Cassi Fields
25030 SW Parkway Avenue, Suite 330
Wilsonville OR, 97070

Notice to the City:

City of Georgetown

ATTN: City Manager
P.O. Box 409
Georgetown, Texas 78627
david.morgan@georgetown.org

With a copy to:

City of Georgetown
ATTN: City Attorney
P.O. Box 409
Georgetown, Texas 78627
skye.masson@georgetown.org

17. **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership or joint venture. The Consultant's services shall be those of an independent contractor. The Consultant agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Consultant shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

18. **Force Majeure.** The City and the Consultant will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Consultant shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

19. **No Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

20. **Nondiscrimination.** The Consultant, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Sub-consultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.

21. **Right to Audit**. The Consultant agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Consultant records related to the performance under this Agreement. The Consultant shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Consultant are resolved, whichever is longer.

22. **Advertising and Publicity**. Consultant shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

23. **Confidential Information**. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other party except and only to the extent necessary to perform under this Agreement or as required by the Texas Public Information Act or other applicable law. Confidential Information shall be designated and marked as such at the time of disclosure. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants, or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. The provisions of this paragraph shall survive the term of the Agreement.

24. **Contractor Certification regarding Boycotting Israel.** Pursuant to Chapter 2270, *Texas Government Code*, Contractor certifies Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

25. **Contractor Certification regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*], Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

26. **Severability.** This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.

27. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas. Venue shall be located in Williamson County, Texas.

28. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns; provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Consultant without the prior written consent of the City. Any attempted assignment or delegation by the Consultant shall be void unless made in conformity with this Paragraph.

29. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant.

30. **Entire Agreement.** This Agreement, with all exhibits, includes the entire agreement of the City and the Consultant and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to the subject of this agreement.

THE CITY OF GEORGETOWN	**EMERGENCY SERVICES CONSULTING INTERNATIONAL**
______________________________	________________________________
Josh Schroeder, Mayor	Name, Title
Date Signed: ___________________	Date Signed:_______________

Approved as to form:

____

Skye Masson, City Attorney

Exhibit A

Scope of Services

Consultant shall provide the following scope of services as further described in the Methodology and Technical Approach:

A. Job Analysis

Consultant shall conduct a separate job analysis for each individual rank.

1. A bound, job analysis report is due to the Assistant Chief of Administration or designee(s) at least thirty (30) calendar days prior to the corresponding examination being administered.
2. Job analysis and validation reports shall become property of the City of Georgetown.
3. Job descriptions will be utilized for every rank needed including a comprehensive list of tasks, duties and responsibilities, as well as a list of minimum knowledge, skills and abilities required to perform the job.
    a. Initial Data Collection: The City will provide the Consultant with existing information concerning the Office and job descriptions, class specifications, training manuals, SOP, etc.) Consultant will conduct a review of said materials.

B. Written Examinations

1. Consultant will develop a separate written promotional examination for each rank, including service in the following areas:
    a. **Test Development and Validation:** Test development shall be directly based on job related and rank specific analysis information from initial and on-site data collection, and a list of outside readings related to the content of the job. Consultant will need to follow an extremely rigorous, scientific, and proven process to develop the highest quality and defensible items. Written multiple-choice examinations for each position shall be developed using the source materials selected by the Fire Chief or designee. The written examination shall consist of questions relating to the duties of the rank to be filled, as contained in the source material provided by the City.
    b. Consultant shall prepare a master examination for each rank with a minimum of 120 questions per examination, including an answer key showing the appropriate source material text highlighted for each question for review by the Assistant Chief of Administration or designee(s). This shall be submitted to the Assistant Chief of Administration or designee(s) at a minimum of four (4) weeks prior to the exam date for a review.

c. Consultant is responsible for making any adjustments based on the City's comments regarding the examination review copy and providing the following for each examination:
  i. A final master examination booklet consisting of 100 questions out of the original 120 questions which identifies the source material including page number and highlighted text.
  ii. A final master examination scoring key.

d. The development and final master copy of each written promotional examination for all ranks shall be completed and delivered electronically at least fourteen (14) calendar days prior to the examination date.

e. Consultant shall provide a bound examination validation report, content to be finalized after award of contract, that shall be delivered to the Assistant Chief of Administration or designee(s) no later than thirty (30) days after each exam is completed.

f. Candidates have the right to appeal multiple-choice exam questions. All appeals are reviewed by the Civil Service Commission. For all candidate appeals consultant shall, provide a written response within two (2) business days. The candidates appeal and the response prepared by the Consultant shall be presented to the Civil Service Commission for a final ruling.

g.

h. Administration: The City will administer the examination process in its entirety. Consultant will supply comprehensive instructions for the administration process. The department will ensure security for test materials and all test sites.

i. The City will provide the facilities for testing. Typically, written exams occur Monday through Friday. The City is responsible for coordinating the written exam and Assessment Center locations.

C. Reports and Additional Services

1. All work conducted will be documented, and comprehensive reports and item analyses shall be available within five days of receipt of exam and assessment materials, to include but not limited to areas/questions most missed/correct.
2. Consultant may be asked to provide special written reports, other than scores or assessment summaries.

<u>ASSESSMENT CENTER</u>

A. Consultant shall conduct the assessment center process and each step of the process with thorough details consistent with the Meet and Confer Agreement between the City of Georgetown and the Georgetown Firefighters Association as the same may be amended from time to time.

B. Consultant will develop separate assessment centers for each rank, including service in the following areas:

1. Assessment Center Development: Overall, the Consultant shall develop and provide an assessment center process that is realistic, professional and defensible.
2. Assessment Center Exercises: Assessment Center exercises shall be directly based on job related and rank specific analysis information used to develop the written exam for the targeted job. The Consultant shall develop unique exercises and evaluation dimensions that are most suitable to assess the abilities of candidates required for each target job. The exercises need to be designed to closely represent a real job demand, which increases prediction and candidate acceptance. All of the exercises need to be extremely detailed in rating criteria to enhance the accuracy of assessor ratings.
3. Administration: The City holds the option to administer the assessment center in part or in its entirety or use the consultant to administer the process in part or in its entirety. The office will ensure security for assessment center materials and all assessment center sites. Consultant will supply comprehensive instructions for the administration process per the Meet and Confer Agreement
4. Consultant shall include the component listed in the Meet and Confer agreement is not required to utilize all the exercises but may select the exercises or combine the listed exercises into one or more exercises that are best suited for the particular rank.
5. Consultant shall also select the assessors and ensure they meet the following criteria:
   - Assessors shall be active duty firefighters of similar rank to the promotion or above,
   - Assessors must be from cities with a service population of 80,000 or greater
   - Assessors shall not reside in the City
   - Assessors shall not be a current or former employee of the City.
6. Item Review: The office and the appointed SME will review all proposed exercises. These SMEs will review the exercises to ensure their validity and relevancy to the office and they will have the option to remove any unnecessary exercises. The Consultant will consider any appeals or comments and make recommendations to the office within five (5) working days prior to the time of assessment.
7. Development of Final Assessment Center: Final exercises shall be developed based on information captured in the Item Review process. The final forms shall contain the appropriate number of items and include all tests instructions

and timing. All printing and preparation of exam material and test keys shall be completed internally by the consultant to enhance security.

8. Scoring and Result Documentation: The exercises shall have the capability to be scored at the assessment site. The score will then be analyzed and verified again by the consultant. The scoring process needs to include a highly accurate data migration process from the evaluation sheets to database. All processes need to be pre-developed to ensure timely delivery of scoring and analyses. The consultant shall score all exercises within two days of receipt of the evaluation sheets and provide with a rank order score list, as well as an alphabetical score list.
9. Assessors shall award up to one hundred (100) points to each candidate participating in the Assessment Center.
10. Consultant shall conduct an orientation for candidates prior to administering the Assessment Center.
11. Assessment Center may be administered on the same day or consecutive days depending on the number of qualified candidates.
12. Upon completion of the Assessment Center, the Consultant shall produce the final scores in accordance with the formulas outlined in Article 5 - Promotions (Exhibit 1) of the Agreement using an EXCEL spreadsheet. Consultant shall provide the Assessment Center scores and a final score ranking summary sheet to the Assistant Chief of Administration or his designee(s) within (5) five business days of completion of the Assessment Center, depending upon the number of assessment center candidates.
13. No aspect of the Assessment Center process may be appealed either to the Civil Service Commission, Hearing Examiner, or to District Court.
14. The City will be responsible for locating the assessors to conduct the assessment center and scoring process. Travel expenses and reimbursements will be reimbursed directly to the assessors following the City's travel policy.
15. The City may request the Consultant to assist the City in locating the assessors to conduct the assessment center and scoring process. All expenses must be billed to the City separately from other services in this contract. Consultant must provide cost for the travel expenses as part of the proposal. [Ref-Attachment A – Cost Proposal]

Reports and Additional Services:

1. All work conducted will be documented, and comprehensive reports and item analyses shall be available within five days of receipt of exam and assessment materials, to include but not limited to areas/questions most missed/correct.
2. Following the conclusion of the assessment center, the Consultant will prepare a final report for the Office to include but not limited to:

a. Summary of assessment center development.
b. Candidate performance data.
c. Overall summary score and ratings for each candidate.
d. Behavioral information concerning each candidate's strengths and weaknesses in performance-related dimensions.
e. Consultant may be asked to provide special written reports, other than scores or assessment summaries.
f. Consultant shall assist the Fire Department, upon request, with any other promotional exam services, e.g. in-service training, coaching, and etc.

Methodology and Technical Approach

C.1 *Project Technical Approach Overview*

The following outlines the methodology and technical approach Consultant will use to accomplish the scope of services described above, which is to provide promotional testing programs for various ranks in the GFD. We will use a content-oriented validation strategy consistent with all pertinent professional and legal guidelines3. The promotional exams will be customized for Georgetown, will be unique to the ranks being tested and will be based on tasks and knowledge, skills and abilities (KSAOs) relevant to those ranks. These tasks and KSAOs will be identified as a result of the job analysis we will conduct and/or ensure is current for each rank. All test development will be conducted by Consultant staff, with assistance from GFD subject matter experts (SMEs) to ensure highly relevant and customized exam content.

C.2 *Initial Kickoff Meeting*

To begin the process, Consultant staff will hold a kickoff meeting with key project stakeholders from Georgetown to discuss the objectives, methods, timetables and roles of all personnel involved. In addition, this meeting will allow us to work through key issues such as the strategy for job analysis work; testing methodology, formats and logistics; meeting and test dates and locations; identifying subject matter experts and project staff; working through the project timeline to ensure that every task is timely; and discussing methods to deal with any unexpected issues that may arise.

Although Consultant has a degree of familiarity with the GFD through prior testing we have conducted, after this kickoff meeting, we will thoroughly re-examine all job-related documentation for each position, including class specifications and any other existing job data. This will reinforce our project team with a strong base of knowledge to begin the project.

C.3 *Project Communication Plan*

In order to maximize efficient communications throughout the project, Consultant will assign a Project Manager, who will be the main point of contact and will be in close communication with Georgetown personnel. Many of our staff, including those previously mentioned, have managed multiple fire/rescue promotional processes, similar in scope to that of which the City is seeking, within the past year. A close working relationship between Consultant and Georgetown is crucial to project success. As you may recall, our Human Capital Division staff is based in the Washington, DC, metropolitan area, which has three major airports from which we can find flights to the Austin area. This makes for easily scheduled in-person project events such as the test administrations. For other questions and consultations that do not require formal in-person meetings, our project personnel are readily available via multiple alternate methods such as telephone, email and web-based videoconferencing.

Because of the many stakeholders involved, questions are bound to come up often throughout any promotional process. We will have a large, experienced staff that will be assigned to this project that, in most cases, will have answers at their fingertips. However, in the event that a staff member does not have the immediate answer, he/she will direct the communications to the appropriate person in a timely manner.

Calls that come into our office are answered and immediately directed to the intended recipient when that person is available. If the recipient is not available, alternate means of contact are offered and/or a message is immediately sent to the person. To satisfy our customer service goals, our personnel all utilize individual cell phones, email, and text messaging in addition to our main office number. It is our standard practice to return calls within 24 hours; however, we most often beat that goal and do so within a few hours or by the end of that same day.

Although Consultant has a large breadth of experience conducting promotional testing for Georgetown and other fire/rescue agencies, we consider each process unique. We ensure a continuous flow of communication to all project stakeholders that ties together each individual project benchmark and corresponding decisions; this is one of the reasons why many of our clients have been continually selecting us as their testing consultant for almost 30 years.

C.4 *Selection Procedures*

One major difference between Consultant and other test contractors is that we do not have one standard set of test components that we use for any rank. Our typical methodology is to work with our clients to determine the best test formats that work in their agency. For example, we will consider the GFD's testing history, the Meet and Confer Agreement, other policies and procedures, resources, candidate needs, etc. The test formats chosen must directly measure the critical KSAOs. In the following table, we show some typical measurement goals for the target ranks, along with some formats we have used to measure them. If selected as your contractor, we will work together to determine the best testing formats to use.

MEASUREMENT GOALS AND POTENTIAL TESTING FORMATS BY RANK		
Rank	**Measurement Goals**	**Potential Testing Formats**
Paramedic II	• Job Knowledge • Knowledge of Relevant Local, State and Federal Codes and Laws • EMS Skills • Customer Service • Report Writing	• Multiple-choice job knowledge test • Emergency medical scenario • Customer interaction role play • Training scenario • Oral presentation • Report writing exercise • Oral interview
Fire Driver	• Job Knowledge • Apparatus Inspection skills • Apparatus Driving skills • Apparatus Pumping skills • Other Apparatus Operations skills	• Multiple-choice job knowledge test • Engine inspection scenario • Pumping and drafting scenario • Engine driving and positioning scenario • Other apparatus operations scenario (e.g., aerial rescue/elevated fire attack, ambulance operations) • Oral interview
Lieutenant/Captain	• Job Knowledge • Incident Command skills • Station/Shift-focused command/ leadership skills • Station/Shift-focused management and administrative skills • Conflict management	• Multiple-choice job knowledge test • Emergency incident simulation • Station/Shift-focused administrative exercise • In Basket/Writing/Analytical exercise • Subordinate/Citizen mediation role play • Oral interview • Accomplishment Record
Battalion Chief	• Job Knowledge • Incident Command skills • Leadership skills • Department/District-focused administrative skills • Job History and preparation for promotion	• Higher-level fireground command or other emergency incident simulation • Department/District-focused administrative exercise • Project management exercise • Conflict management role play • Oral interview • Accomplishment Record
Fire Prevention Specialist/Fire Marshal	• Knowledge of Policies/Procedures • Knowledge of Fire Code • Attention to Detail • Analytical Ability • Skill in Investigation • Skill in Inspection • Report Writing	• Multiple-choice job knowledge test • Fire Code Inspection/Enforcement simulation • Fire Scene Analysis simulation • Role Play/Training scenario • Report Writing/Reviewing scenario • Structured Panel Interview • Accomplishment Record

C.5 *Technical Subject Matter Experts (SMEs)*

The steps in our work plan require subject matter expert (SME) assistance with job analysis, test construction and validation. Technical SMEs consist of a diverse panel of trusted personnel who represent the workforce in terms of race, gender, and job activities. They should be highly experienced in the target position.

Internal SMEs from the GFD will possess the best and most current knowledge of each target position.

This greatly benefits the process, as internal SMEs will help us integrate 'real world' Georgetown terminology and practices into the test content. Their input will give face validity to the scenarios and place candidates in familiar surroundings, which ultimately helps to minimize adverse impact. We will ask the GFD to appoint the most appropriate personnel to act as project SMEs. We will also utilize our own internal fire/rescue technical experts as part of the project team, primarily for development.

All SMEs will be required to sign confidentiality agreements that affirm they will keep all test-related information secure. The agreement also restricts SMEs from coaching candidates to prepare for the promotional process. Our goal is to ensure that all SMEs maintain the integrity of the tests.

Our staff develops a close rapport with SMEs and empowers them with ownership of the assessment content. This buy-in from the SMEs results in promotional processes that are viewed by participants and management as successful, valid, and fair.

C.6 *Job Analysis*

The first step required for any promotional processes is to ensure a job analysis of the target position exists. A job analysis is necessary in order to identify the tasks and the knowledge, skills, abilities and other characteristics (KSAOs) needed for successful performance of the tasks of those positions. In addition to defining the tasks and KSAOs, the job analysis helps to provide important characteristics about them, such as how critical each element is to performing the job. The documentation of this data forms the foundation of a valid testing process. All promotional process content will be based on the KSAOs identified in the job analysis. A report to the Assistant Chief of Administration will be provided within at least thirty (30) days of the administration of the applicable rank's exam process.

Consultant staff have conducted hundreds of job analyses of every position in fire-rescue. In fact, Dr. Fields testified as an expert witness in Lopez v. the County of Lawrence, Massachusetts (2010) where she, Dr. Joel Wiesen and opposing expert, Dr. Outtz, agreed that the standard for conducting comprehensive job analyses in public safety is every 5-7 years. In our job analysis for GFD positions we will study:

C.6.a *Job Duties and Tasks*

All job tasks will be identified for each target position. Each task will be grouped according to similarity into Job Duties. The Job Duties clearly identify the major responsibilities of the target position and provides a clear organization of the job tasks.

C.6.b *ask Criticality*

Each task identified will be analyzed for its level of criticality. A task is considered critical when job incumbents and their supervisors agree that the job cannot be successfully performed without this task. It is also considered critical if the act of performing it incorrectly results in undesirable to dire consequences.

C.6.c *Task Frequency*

Tasks will be analyzed for frequency of performance. Although task frequency does not directly impact task criticality (i.e., just because a task is performed rarely does not mean the task is not critical), it provides important information about each task.

C.6.d *Prerequisite Job KSAOs*

In this step, all KSAOs necessary to successfully perform the job duties and tasks will be identified. KSAOs will be evaluated for their *importance, when needed, distinguishing value, and memorization requirements*.

A KSAO is *important* if the critical tasks cannot be performed successfully without it. A KSAO must be *needed* on the first day of selection into a position in order for it to be tested in a promotional examination4. If it is trained on or acquired by a person after they are selected into a position, it must be excluded from the examination.

KSAOs will also be evaluated for their *distinguishing value*. This identifies the degree to which the KSAO distinguishes between high and low performers. This information assists in determining which KSAOs to measure in the examination.

All knowledge necessary for the position will be analyzed for the degree to which candidates must *memorize* it when needed. This information assists in determining whether the format of any written examination should be open or closed book.

C.7 *Job Analysis Steps*

When conducting the comprehensive job analysis of each position, the following six steps will be followed:

1) Review relevant existing documentation about each position;

2) Collect job data from incumbents in each position and their supervisors;

3) Develop a comprehensive list of tasks, duties, and KSAOs for each position;

4) Develop and administer online job analysis surveys, as necessary;

5) Analyze data to determine important job duties, critical tasks, task frequency, and the importance, time needed, distinguishing value and need for memorization for each KSAO. Also, the job data will be evaluated to determine if incumbents rate tasks and KSAOs differently than their immediate supervisors; and

6) Link the important KSAOs to the critical job tasks to assist in identifying the relative importance of the KSAOs.

1. Review relevant documentation

As soon as is practical after contract award, we will begin the job analysis by requesting all available job- related documentation for each target position for review, including existing job analysis information, class specification and job description, training manuals and SOPS, as well as other relevant documentation about the position. Our project team will carefully read and review all written documentation relevant to the target rank to gain an understanding of the position, and to develop initial task and KSAO lists for the rank. At the conclusion of the job analysis, we will return all Georgetown documents.

2. Collect job data from incumbents in the target position

When collecting data from job incumbents, project team members use our customized interview protocol to interview samples of the incumbents and their supervisors, to gain as much information about the specifics of the organization, the rank, the geography, the individuals and property the GFD protects and serves. Team members will use incumbents' input to modify the initial task and KSAO lists as necessary. We will utilize techniques such as one-on-one interviews, focus groups and/or ride-alongs to gather these data.

3. Develop a comprehensive list of duties, tasks, and KSAOs for the target position

All data obtained to this point will be compiled into lists (duty, task, and KSAO lists). An online job analysis survey may allow a representative sample of incumbents and supervisors to provide important information about those data.

4. Administer job analysis surveys to incumbents, as necessary

Job incumbents in the target rank may be asked to complete an online job analysis survey. Each survey will list all of the job duties, tasks, and KSAOs identified for the target position. Survey respondents will be asked to indicate duty importance, task importance, task frequency, and KSAO importance, time of training, distinguishing value and need for memorization. These data are critical for content validation. Therefore, we will work closely with Georgetown to ensure an appropriate number of incumbents and supervisors submit a completed survey.

5. ***Analyze the survey data***

Any survey data will be analyzed to determine the critical job duties and tasks, task frequency, and important KSAOs, when KSAOs are needed, their distinguishing value and their need for memorization.

Descriptive statistics will be computed including sample size, subgroup participant sizes (by assignment, rank, gender, race, etc.), response frequency distributions, means, standard deviations, and agreement (correlations).

6. ***Link critical tasks, job duties and KSAOs***

At the conclusion of the data collection stage, we will ask the SMEs to link the KSAOs to the critical tasks to assist in determining the relative importance of each KSAO. Our staff will train and guide the SMEs through this process.

C.7.a Job Analysis Update

After a comprehensive job analysis has been conducted, subsequent promotional processes for that position will only require a job analysis *update* prior to the promotional exam validation efforts. We will complete job analysis updates when appropriate. An update consists of a meeting with SMEs to review the critical tasks and KSAOs, with emphasis on KSAO prioritization. Our project team will conduct a small number of interviews to ensure there have been no significant task changes to the target rank. As previously stated, in order to best defend a promotional process, a complete job analysis is required every 5-7 years, unless significant structural or position changes occur sooner. In the latter case, a complete job analysis would be required immediately.

C.8 Test Plan and Test Policies

Using the job analysis results (critical tasks and important job competencies/KSAOs), Consultant will create a test plan that identifies potential test components that will successfully measure the critical KSAOs identified for each target position. As shown in the earlier table containing potential test components, we will provide numerous options to consider and select from. Typically, combinations of multiple test components appropriate for each target rank will maximize the validity of the testing processes.

In the following sections, we describe our methodology for developing content for valid promotional exam processes. Each rank's process will be structured and standardized so that all candidates testing for that rank receive the same instructions and are scored against the same criteria. Exercise components ultimately used will conform with the Meet and Confer. The following are some *examples of and options for* some of the types of assessment tools and simulations we offer. For additional descriptions of some other promotional assessment exercises we offer please see Appendix D:

- **Multiple-Choice Written Exams** – an exam component during which candidates will answer questions based on information and situations that personnel at that rank would be expected to know. The written exam questions will be developed and validated based on sources appropriate to the target positions and customized for the Department. The exams will measure the most important knowledge areas for the target position, as identified by the job analysis. We expect to use this component for all ranks.

- **Assessment Center** – our assessment center exercises are oral presentation or interactive components that measure the knowledge, skills, abilities and other characteristics necessary to perform the critical tasks necessary for performance at the target rank. All exercises are customized for the target rank and specific to the Department (e.g., more complex scenarios for higher ranks). Examples of components include tactical emergency simulation scenarios, training scenarios, supervisor/subordinate and other types of role plays, oral presentations, and others. We expect to use assessment center testing for Paramedic II, Lieutenant, Battalion Chief.

- **Practical Skills Exam –** The practical skills test is comprised of multiple practical scenarios that match actual work simulations for the position. In the case of Fire Driver, scenarios may include apparatus inspections, pumping scenarios, driving/positioning scenarios, etc. Appropriate candidate responses are organized into behavioral "checklists" for each scenario. The checklists include all behaviors necessary to effectively manage the scenario (e.g., during an inspection station: "checks engine oil level by pulling dipstick"). Behaviors are weighted according to how important the behavior is to successfully managing the scenario (based on the job analysis and SME input). Technical work sample exercises are highly job- relevant and realistic, and will be customized for Georgetown practices. We expect to use a practical skills exam for Fire Driver testing.

- **Written/Analytical Exercises** – in these types of exercises candidates receive instructions and background materials and must use the information and make decisions to solve one or more problems that are appropriate for the rank. These can take the form of standard In Basket exercises or more complex research projects and other administrative exercises. Topics can include scheduling/time management conflicts, analyzing statistics to reduce problems, addressing citizen complaints, responding to personnel issues, reviewing reports, addressing training needs or other projects. This type of exercise can be stand-alone or be incorporated into other assessment center exercises.

- **Structured Oral Interview** – our structured oral interviews are another effective way to assess the applicable KSAOs at the target ranks. Our interviews can be developed to cover as wide a variety of subject matter as individual assessment center exercises but are delivered in a question/answer interview format. Our interviews can be conducted live, directly in front of an interview panel, or as a response-on- video in which the panel evaluates candidates' responses at a separate time.

- **Accomplishment Record (AR)©** - The Accomplishment Record© measures a candidate's work history, education and training, along with their execution of key KSAOs in their jobs. Candidates tend to like this instrument the most because it allows them to provide information about how they have prepared themselves for promotion. This tool has become common for many of our clients and may be beneficial for Georgetown.

About ESCI's Test Security

All test materials are held in strict confidence throughout all ESCI projects. All drafts and working files utilized during the test development phase are locked at our headquarters in Virginia. Access to electronic files requires a password. Whenever test- related materials leave our headquarters, they are held to strict chain-of custody guidelines. Our personnel always retain control of our documents.

When publishing hard copies of test materials, we prefer to do so from within our own office. When it is necessary to print off-site, the printing is strictly monitored by our staff; all documents, including misprints, are collected by our staff for appropriate delivery or destruction. All of our unused, draft copies or old versions of test-related materials are locked in a console for eventual shredding. We hand-carry test-related materials whenever possible, and only when necessary ship via secure nationally-known overnight delivery services such as FedEx or UPS and require a delivery signature

All personnel assigned to assist in the test development process are required to sign confidentiality agreements and are held accountable to that agreement. Documents we distribute during development meetings are tracked and monitored at all times. All of these documents are collected and accounted for by our staff at the close of the meetings.

During the test administration/scoring processes, assessors are trained to never leave any materials unattended, even during breaks. They return any unused documents directly to our staff before leaving the test site; they leave with nothing. ESCI provides all materials necessary for candidates to take their test, so they arrive at the administration with nothing and leave with nothing. All candidates are required to sign confidentiality agreements prior to testing and then they are monitored at all times during test administration, to include restroom breaks. When necessary, we will utilize our highest level of test security, which involves sequestering candidates to ensure that nobody who has seen test content comes in contact with any other candidate who has not yet taken the test.

ESCI takes test security very seriously. As solid as our security program is, we will ensure that we maintain security standards consistent with the policies of the City.

C.9 *Written Multiple-Choice Exam Development*

Consultant will develop written exams for each applicable position. We will develop a pool of fair questions, a minimum of 120 items for each exam, in a multiple-choice format. All questions will be written directly from a pre- announced source list (see 'Written Exam Study Materials' in Section C.10). Our I/O psychologists' test-writing expertise combined with the technical fire-rescue knowledge of our internal subject matter experts is a combination that cannot be matched. Drafting the initial items via this partnership creates professionally sound and technically strong test questions.

All items will be customized to address specific Georgetown FD procedures and practices. All questions will be grouped by the source the questions were written from and will identify the following information: (1) the job knowledge it measured; (2) the reference source, paragraph, and page from which it was taken; and (3) the correct response. All items, with their associated data, will be stored in our electronic item bank.

Each multiple-choice question will consist of the item stem and four response alternatives, only one of which is the correct response. In order to reduce any potential adverse impact, most questions will be situational- type questions that place candidates in job situations they may actually face in their day-to-day duties. Relatively few questions will be definitional-type questions. Situational test items help to reduce adverse impact by placing the candidate in a familiar circumstance, whereas definitional-type questions rely strictly on memory.

Once drafted, we will submit the questions to the Assistant Chief of Administration and/or his SME committee to review the questions a minimum of four (4) weeks prior to the exam date. This review will ensure that the questions are accurate and clear, that we have provided the correct responses, and that we have cited the proper references. We will then adjust the exam based upon GFD feedback before selecting the specific 100 items that will be included in the final versions of the exams. This final version will be delivered at least fourteen (14) days prior to the exam date. A sample of Consultant multiple-choice questions for fire-rescue exams can be found in Tab E.

C.9.a Content Validity of Written Exam

Our content validation strategy for written exams consists of two basic steps. First, there must be a comprehensive list of knowledge areas needed to perform the job. This comes from the job analysis we have referenced previously. The next step in content validation is to ensure that each question is linked to a knowledge area. In order to accomplish this step, each question will be evaluated independently by each SME for the knowledge area measured. A question will be retained when the SMEs agree that the item measures the knowledge area intended. The final written examination will be valid in that the items will measure knowledge judged by SMEs to be necessary for successful job performance in that rank.

C.10 Written Exam Study Materials and Preparation/Orientation

During the initial kick-off meeting, we will discuss the source lists for the written exams. The sources will be relevant to GFD operations and will include information that personnel are expected to know in order to perform successfully at the target rank. Candidates will need to study all sources thoroughly in order to perform well on the exam. Examples of sources can include internal and external materials such as SOPs and City policies, as well as technical firefighting texts such as those by IFSTA, Brannigan, Jones and Bartlett, etc. and other material. Sources will ultimately be provided by Georgetown and approved by the Civil Service Commission. We will review and confirm the sources and any specific chapters with Georgetown and expect that the sources will be released with enough time to optimize the amount of study time candidates will have.

Consultant is a leader in test preparation. As one of the earliest test developers to incorporate candidate orientation/preparation training, Dr. Fields has conducted research to demonstrate that test orientations improve candidates' study habits and overall testing ability5,6.

For all Georgetown exams we are offering our web-based prep training for written exams as an added value item. Candidates will receive a link to the training video via email, test announcement or other method. They will be able to access the training from any computer at any time of the day, allowing them to view the training whenever they want and as many times as they would like.

The web-based program is hosted by one of our trainers who will describe how multiple-choice tests are developed and offer study strategies/tips and test taking strategies/tips. The training also includes a companion manual that contains the source material list and other test logistics such as what candidates should bring to the test, and what they may NOT bring, as well as other information such as dates, times and locations. It also provides examples of our question format and styles and explains how the questions are tied to the source list and the job analysis. The manual includes an email link in case candidates want to ask questions about the training information. We track all questions and offer our responses for distribution to all candidates, before test day. Our goal is to provide all participating candidates with a complete overview of the process so they know how to prepare themselves to perform at their best on test day.

C.11 Written Exam Administration

The City will administer the written exams. As Consultant has almost 30 years of experience administering these types of exams, we will be happy to develop and provide a written administration manual that includes everything from the locations, dates and times of the test to a written script that instructs candidates on how to fill out administrative data on their answer sheets. Our administration manual also describes how to set up the testing room, how to collect materials, and how to handle emergencies. We also provide instructions for keeping test administration rooms and test sites secure, handing out exams and related materials, collecting these materials, tracking all test materials, providing candidate breaks, setting the lighting, etc. For example, we limit the number of candidates who can leave the administration room/take a break at one time, and a test monitor secures the candidates' test materials until they return. This not only increases the security of the process, but also adds credibility from the candidates' viewpoint. We will coordinate with the City to provide answers to any questions about our procedures.

C.12 Written Exam Scoring/Reporting

If desired, Consultant will provide bubble sheets for candidates to mark their answers to the test questions and be available to score the exams for Georgetown. We can do this as soon as possible upon completion of the exam and receipt of the answer sheets. If Georgetown prefers to complete the written exam scoring, we will provide a master answer key for each exam. Consultant will develop and provide any necessary reports regarding candidate performance on the written exams, as requested.

C.12.a *Test Review and Appeals*

We will comply with Georgetown's appeals process for multiple-choice exams. One of the benefits of allowing candidates the opportunity to submit appeals to test questions is that it gives the promotional process great transparency. Although the test content developed during the project will be methodically reviewed and evaluated, there is always the risk of inadvertent conflicting information a candidate may have learned. The appeals process gives candidates the chance to review their answers and challenge the result if they perceive a conflict. Candidates view this process as another step in fairness. All appeals will be reviewed by the Civil Service Commission. Consultant will provide written responses to all appeals within two (2) business days of receipt.

Once the appeals are adjudicated, Consultant will then re-score all exams based upon the upheld appeals.

At this point, the written exam scores will be considered final. We will provide these final scores in the format chosen by the City within the required timeframe.

C.13 *Assessment Component Development*

C.13.a *Assessment Center*

Consultant staff have developed countless unique assessment centers for fire/rescue testing. Our first development step is to work with the SMEs to brainstorm ideas about content. Examples of the types of components we intend to utilize are described in Section C.8 and Appendix D of this proposal. Once we have this groundwork laid out our test development team will draft the components, using SME input to validate and customize them to the needs of the GFD. All components will be highly job-relevant and realistic in terms of matching actual work simulations.

After the draft simulations are developed, we work with the SMEs to determine appropriate responses, referred to as behavioral benchmarks, to anchor our rating scales for each simulation (Behaviorally- Anchored Ratings Scales, BARS). We classify those responses with the SMEs according to the KSAOs they are intended to measure. The behavioral benchmarks are measured on a Likert-type scale, typically from one to seven, with one being equivalent to marginal performance and seven being equivalent to exceptional performance.

The major benefit of behavioral benchmarks is they assist assessors in evaluating candidate performance objectively during the assessment process in three ways. First, they reduce the need for excessive note taking on the part of assessors. Note-taking is legally required, but our behavioral benchmarks ease the burden of excessive notes. Secondly, the behavioral benchmarks reduce the need for extensive behavioral classification, since behaviors are reliably pre-classified. Additionally, they reduce the time necessary for assessor consensus because assessors utilize the "concrete" behavioral benchmarks to achieve consensus. Behavioral benchmarks do not restrict assessors from evaluating candidates' innovative approaches and unexpected behavioral responses (assessors are trained to classify and evaluate those behavioral responses); instead, they serve to facilitate the entire evaluation process.

BARS are superior to other forms of rating scales when used to rate assessment center exercises/oral interviews because they provide for a much more accurate and comprehensive assessment of candidates' test performance than a simple right-wrong or did-did not checklist format. As well, feedback that results from this type of process is far more developmental for candidates.

C.13.b Practical Skills Test Development

Consultant has been recognized for developing a very thorough, comprehensive practical skills test for driver/operator positions similar to Georgetown's Fire Driver. The purpose of our practical skills test is to place candidates in real-world simulations, where they can perform realistic tasks using the equipment they would typically find in the field. This makes the simulations extremely job-related. In fact, one retired Washington DC area Fire Chief has told many fire departments that the "Consultant Driver practical skills test sets the example for all."

For Georgetown, we can develop Driver exercises that will assess candidate skill in:

- maneuvering a pumper through a cone course;
- inspecting apparatus for damage or inoperability;
- properly and safely positioning apparatus;
- properly and safely pumping water through an engine using fireground hydraulics;
- drafting water through an engine pump where there is no hydrant available; and

- other potential skills as requested such as operating additional apparatus and/or equipment, BLS skills or other.

In this type of assessment, we use a check sheet for scoring. Our procedure for test validation, administration, and scoring is similar to the procedure we implement for assessment centers and is consistent with all legal and professional guidelines. The tasks on the check sheet are weighted so that they are consistent with the job analysis (this is verified by the SMEs). Candidates receive credit for performing tasks correctly. Their score will be a percentage of points achieved divided by the total number of points available on the check sheets.

C.14 *Content Validity of the Assessment Components*

We will ensure that all test content is face valid. That is, the content must be judged by the SMEs as being realistic and job related. A major benefit of face validity is that it results in positive perceptions of the test, from both candidates and assessors.

Establishing content validity is a multi-step process. First, the critical KSAOs are identified from the job analysis. Next, our staff will gather additional data from the SMEs to ensure each assessment exercise directly measures the intended KSAOs. Next, we will gather data from SMEs to ensure the exercises represent the critical job tasks. Finally, we will gather data from the SMEs to demonstrate that behavioral benchmarks developed for the exercises are appropriate examples of marginal to exceptional performance and serve as proper examples of the KSAOs being measured. Once these three steps have been completed and documented, the exercises have demonstrated validity.

C.15 *Candidate Orientation Sessions for Assessment Center/Practical*

As we do with all of our fire/rescue department promotional projects, we offer a test orientation program to all eligible candidates. Our orientation programs have been very well received by candidates and have been shown to improve candidates' study habits and overall testing ability. Our orientations for Georgetown will provide study strategies/tips, sample questions/exercises, test taking strategies/tips, and logistic information regarding the dates and times of important test process milestones.

We propose that the orientations be conducted in a virtual format for easier scheduling and to cut travel costs. We will deliver the orientation on the dates set by the City within a timeframe that allows as much time as possible for candidates to prepare for the assessment portion.

One of our experienced trainers will develop/conduct the orientation program via web-conference accessible through the internet. The training will be in a hosted PowerPoint slideshow that allows for an interactive experience with a real-time opportunity to ask questions about the testing process, which is one of the keys to successful candidate orientations. Another is that all of the candidates receive the identical information. Therefore, we will track questions asked by candidates and will offer our responses for distribution by the City.

It is important for candidates to know what to expect on test day. Candidates who have participated in our orientation training, as well as their Departments, view the program as one of the most valuable aspects of our testing process. Candidates have described how much more at ease they become after receiving a complete overview of the testing process getting the opportunity to ask questions.

We view our orientation sessions as another element of fairness in the promotional process. Our goal is to reduce test anxiety and help candidates focus their studying and prepare themselves to perform at their best during the actual test.

C.16 *Test Administration*

The City holds the option to administer the assessment center testing. If that option is chosen, Consultant will provide comprehensive instructions and training necessary to do so. That being said, our staff are expert administrators and have many years of experience in fire/rescue promotional test administration. We have completed assessment processes in many formats and locations and for a wide array of candidate pool sizes from less than 10 to more than 1,000. No matter the size, all test administrations need very careful on-site management by staff with very close knowledge of all aspects of the test to ensure success, so we recommend using our staff to administer. We also recommend, as stated in the Meet and Confer, that at least one GFD employee at the rank being tested or higher be present throughout the assessment center/practical exam to act as a subject matter expert.

We have modified our administration methods over the course of our years of service to the fire/rescue community and will continue to fine-tune them so that all testing runs efficiently and without complication. Below are examples of some administration methods we have used, or could potentially use, in Georgetown:

- ***Interactive assessment*** – our interactive assessment format allows candidates time to review instructions and then perform tasks and/or interact with live role-players and/or interviewers. Assessors are in the assessment area observing and documenting candidate performance. Assessors then score candidates immediately after they complete their exercise and before the next candidate arrives. This is used often for exercises such as role plays, oral presentations and training exercises.
- ***Large group format*** – When practical, we use a large group administration format so that testing can be completed in the most efficient timeframe

possible. This is particularly useful for written exercise administrations such as in baskets, where assessors can score them at a later time. Here candidates are scheduled in one or two groups and complete the exercise typically in one day, which assists test security.

- ***Fire Studio/radio room*** – This method was developed to cut down on the amount of resources needed to administer a realistic emergency incident (apparatus, personnel, burn building, etc.). In lieu of a 'live burn' scenario, we build emergency scenarios using Fire Studio software, which allows us to mimic animated fire conditions (fire, smoke, etc.) using photos of structures, vehicles, etc. from the jurisdiction for which we are testing. Candidates sit in a testing room and listen and react to radio communications while watching the scenario play out on a video screen. Assessors are in the room taking notes on the candidate's performance. Trained role players, acting as the candidate's crew members, are in a separate room, out of view from the candidate, listening to instructions and interacting with the candidate throughout the scenario.

- ***PowerPoint/Oral response*** – Using this method, exercise instructions are delivered to the candidate via a narrated PowerPoint presentation. Candidates watch, and a listen to, all instructions and questions/scenarios. They then respond as instructed within a time limit (they will observe a visible timer). Assessors are in the exercise room and score candidates immediately after they complete their exercise and before the next candidate arrives. This method is useful for interview-style exercises such as structured interviews and fosters 100% standardization of exercise delivery for all candidates.

- ***Driver Practical Exam*** – A Fire Driver practical exam administration can be a very demanding process. There are typically a large number of candidates involved, exercises are spread out over a large administration area, and the heavy use of equipment can lead to potential issues such as failures, breakdowns and even injury. Consultant's practical exam administration procedures are designed to lessen these burdens. Our test schedule allows multiple candidates to be testing in different exercises concurrently. This cuts down the waiting time for candidates and assessors. As well, we station an experienced member of our administration staff at every exercise throughout all testing. These personnel are experts in the exercises and are immediately available to assist candidates with instructions and questions, assist the assessors who are scoring the exercise, and quickly solve any problems that arise at the exercise.

No matter which methods are utilized, Consultant will provide the appropriate amount of experienced staff to ensure a well-run administration. Our personnel will handle test administration activities for the assessment center/practical from the time candidates arrive to the time they leave the test site. In most cases, the agencies with which we work also provide staff to be on hand to handle administrative functions such as registering candidates into the test and/or serving as monitors for test security. We welcome this help from the City. We develop a written administration manual for every assessment process we administer so that all candidates are kept to the same standards. We will train any Georgetown personnel performing any assessment center/practical administration function on our procedures.

To us, one of the biggest risks to a successful promotional process comes during the administration of the test. All administration days move at a very rapid rate and, although we assign a well-experienced staff that will follow our very solid administration procedures, circumstances can change at any time. Our staff will remain on- site and be available to all personnel involved in the administration (e.g., candidates, assessors, Department personnel, etc.) so that we can consistently and calmly handle any issues that arise. Our staff's experience with fire/rescue department testing is a major benefit to reducing unexpected problems.

On each day of the administration, Consultant staff will be on hand to provide a brief orientation of the testing day to each candidate; ensure that each candidate signs a confidentiality agreement prior to beginning the exam (another step to help ensure that test content remains confidential until the conclusion of all exercises for all candidates); escort candidates to their preparation and testing areas; provide standardized exercise instructions to each candidate; and debrief candidates prior to their departure, allowing them the opportunity to alert our staff of any perceived logistical problems. If a problem needs to be addressed, it can be resolved prior to the candidate leaving the test site. This is another level of ensuring a fair process. Our staff will set-up all preparation and/or assessment rooms with supplies such as pens and paper, distribute all administrative and test materials and collect all materials distributed once the administration period is complete to ensure the security of the tests.

C.17 Assessor Training

To score candidates participating in the promotional process, a qualified, diverse group of assessors is needed. As per the Meet and Confer Agreement assessors must be active duty firefighters of similar rank to the promotion or above, from cities with a service population of 80,000 or greater. They shall not reside in the City and they shall not be current or former employees of the City. As the consulting arm of the International Association of Fire Chiefs (IAFC), Consultant's network of potential assessors is expansive. We have relationships with many fire/rescue agency professionals around the country, including those who have been assessors for us in the past and who are members of international, national and local fire/rescue organizations. Once the assessor group is selected, we will ensure appropriate diversification of members serving on each panel, and that assessors are appropriately trained to score the candidates being tested.

Our assessor training program and scoring process is efficient. We will use teams of at least two (2) assessors to evaluate each assessment component for each rank.

Once we identify the assessors, we will:

1. require each assessor to sign a confidentiality agreement prior to participating;

2. ensure that there are no familiarity issues between any candidate and the assessors by whom he/she will be scored;

3. utilize the same number of assessors to assess all participants; and

4. ensure that candidates remain anonymous to assessors and are identified only by a test ID number.

Our proven assessor training program begins with a meet-and-greet where assessors, testing staff and City staff have the opportunity to become familiar with each other. From there we present a slideshow that includes an overview of the Department's structure and operations and a description of the target rank(s). Our experienced trainers will also provide assessors with a review of the test content and instruct them on how to properly observe and document candidate performance, how to accurately evaluate candidate performance using the benchmarks provided, how to score independently and come to consensus, and how to avoid rater biases.

Assessors are also trained on role-playing, as applicable. Role players will be provided with a script of responses, based on questions candidates would be expected to ask. Role player training involves numerous practices with mock candidates to ensure consistency in their responses.

During the assessor training program our trainers will observe their role-players and scoring panels as they run through the entire administration, note-taking and scoring process numerous times using practice candidates. They will provide feedback and additional instruction as necessary until all assessors are fully trained and qualified before scoring actual candidates. We have shortened typical evaluator training time due to the benchmarking approach we previously described. Using benchmarks assists assessors in knowing what to expect from candidates. As a result, they do not need to practice repeatedly to ensure they know how to evaluate every possible candidate response.

C.18 *Scoring and Statistical Analysis of Test Results*

Candidates will be evaluated in each component immediately after the assessors watch (and takes notes on) their performance. This ensures that assessors will have the performance fresh in their minds and leaves no room for potential bias caused by any other candidate's performance. Assessors will first evaluate independently, by comparing each candidate's response/performance to the behaviorally anchored rating scales and scoring them in the applicable KSAOs for each scenario. Once each assessor on the team has determined an independent score, the team will come to a consensus on a final score for each candidate. They will then deliver the scoring materials to Consultant staff. Our staff will review the scored documents for administrative completeness, as well as spot check evaluator notes and scores. In the end, we will ensure that we have 100% accurate and verified data.

We will calculate the weights of each component based on the number of KSAOs scored within each, and the weight of each KSAO as determined from the job analysis. We typically recommend that there is a passing point for the final promotional exam process score, and that only those who score above the passing point be placed on the eligibility list. We use the midpoint on the BARS to equate to performance of the minimally competent person. In other words, the behaviors at that point on the scale are examples of how a minimally competent person would perform. This becomes the passing point, generally definable as "70". We convert all assessor scores from the BARS (1 – 7 scale) to a 100-point scale using this midpoint on the scale as "70"/passing. This is a linear conversion, so it does not affect the relative ranking of candidates' scores and it is entirely understandable. We provide our scoring formula to all candidates, so they can calculate the final score themselves. This approach is transparent and well-liked by candidates.

Consultant will consult with Georgetown to recommend a variety of options for determining the most appropriate weights, passing scores, or other scoring considerations used to determine final promotional scores. The goal of any schemes suggested will be to ultimately identify the most qualified candidates for promotion, while minimizing or eliminating adverse impact. All weighting and scoring will conform with the Meet and Confer Agreement and Civil Service Commission rules.

C.19 *Promotional Process Scores*

Scores will be provided to Georgetown within five (5) days after the conclusion of the test administration and scoring processes. We will ensure that all data are 100% accurate and verified multiple times. Candidate scores will be reported in accordance with formulas outlined in Article 5 – Promotions of the Meet and Confer Agreement using an Excel spreadsheet. using the specific formatting requirements chosen by the City (e.g., banded, in rank order, component scores, scores carried out to two decimal places, excel format, etc.).

C.20 *Candidate Performance Feedback*

Consultant develops feedback for all participating candidates concerning strengths and weaknesses in their promotional process performance. Our feedback procedures can be developed in numerous format options.

- ***Candidate Score Reports*** – Consultant will develop and provide a statistics-based score report for each candidate that includes a summary of their scores in the multiple-choice test and assessment center/practical exam. Reported statistics include the candidate's written exam score and assessment component scores to include KSAO scores on each job dimension measured, the final exercise score and the average score and score range for all candidates, including the minimum passing score, if any. This type of report is an easy method to show candidates where their performance was strong and the areas in which they can improve. This option is included as another value-added service at no additional cost.

- ***Interactive Feedback Session*** – In this format, candidates speak with one of our I/O psychologists via telephone. Our staff will review all assessors' notes and scoring and will describe strengths and areas in need of improvement for each job dimension assessed based on the candidate's performance in the test. We can schedule this type of feedback as early as within seven (7) days of the completion of test administration and scoring. Note: This is an optional service.

- ***Behaviorally-based Written Candidate Feedback Reports*** – These reports provide candidates with the same statistical information about their scores as both of the above options, but also provide individual written feedback concerning strengths and weaknesses in their assessment center performance. To do this, our I/O psychologists will review all assessors' notes and prepare summary reports of each candidate's performance in each job dimension being assessed. We then write feedback in the form of behavioral descriptions of the candidate's strengths and areas that need improvement in each KSAO, each component, and the overall exercise. These reports are labor-intensive and will be provided within thirty (30) days of the completion of the assessment/scoring process. Note: This is an optional service.

In any format, our feedback will help candidates to perform better on future promotional exams, but it will also assist the GFD as the candidate can take what they have learned back to the job. In our experience, our feedback procedures have assisted Departments in raising the overall performance of their workforce.

C.21 *Legal Consultation*

We are very proud to say that none of Dr. Fields' tests have ever been legally challenged. This has fostered our nation-wide reputation as the premiere choice for legally sound and fair testing products. Because of this success, Dr. Fields has been hired as a public safety testing expert witness for many testing cases and has extensive experience in these matters.

In the unlikely event of a challenge to any aspect of this process, Dr. Fields will be available to assist the City with any internal administrative (i.e., appeal hearings) or legal challenges to the promotional process. Dr.

Fields will provide up to 16 hours of post-test consultation, including time needed to prepare for or attend appeals hearings, without charge. If additional post-test consultation is required, then Dr. Fields will be available at her hourly rate.

C.22 *Materials*

Consultant will provide all materials necessary for the development, validation, administration, and scoring of the exams for the applicant pool (e.g., administrative, testing, scoring and other supporting test documents). We will provide administration supplies such as pencils, pens, highlighters, paper, etc. We also utilize our FireStudio software to develop applicable scenarios and present them using our equipment. We will ensure the confidentiality and security of all test-related materials, as well as candidate and assessor information as described throughout this proposal. We will maintain all test-related materials during and after the process in accordance with professional standards and practices.

C.22.a *Georgetown Responsibilities*

The City will be responsible for providing any fire department technical equipment (e.g., apparatus, hoses, nozzles, etc.) necessary for testing. Georgetown will also secure and provide meeting and testing/scoring locations (including any necessary computers for written-based exercises) and will designate SMEs and other representatives as applicable. Georgetown will recruit, secure and accommodate assessors and will coordinate and communicate with SMEs, assessors and candidates to schedule applicable meetings, test dates and other promotional process activities.

C.23 *Validation Report*

Consultant will provide an examination validation report to Georgetown no later than thirty (30) days after each exam is completed. Reports will be consistent with standards set forth in the *Uniform Guidelines on Employee Selection Procedures* (29 C.F.R. 1607), the *Principles* (SIOP, 2003), and others. This type of report is a valuable tool that will help shape future exams given. The report will contain the following:

- Complete description of the job analysis review/comprehensive job analysis steps
- Summary of the promotional exam's development and validation process (linkage of test content to tasks and KSAOs and reading list sources)
- Rank-ordered and alpha list of candidate scores and summary of exam performance
- Written Examination
    - Score range for all candidates
    - Average score for all candidates
    - Candidate score
    - Minimum passing score
    - Candidate score per section of examination, including number of questions answered correctly and incorrectly
- Assessment Centers or Practical Tests
    - Score range for all candidates
    - Average score for all candidates
    - Candidate score per section of assessment
    - Minimum passing score, if any

- Candidate peer ranking

- Method to validate pass/fail scores
- All relevant reliability and validity data
- Item analyses
- Summary of the Beta or Angoff test and results
- Summary of the assessor and role player training
- Summary of the test administration
- All relevant descriptive statistics for each component
- Analysis of subgroup performance (race and gender) and impact ratio statistics
- Recommendations for future test development

C.24 *Project Timeline*

Consultant prides ourselves in understanding the need to perform tasks on time in the public safety environment; we have never missed a project deadline. We will provide all services in a manner that meets Georgetown's testing needs. Estimated timeframes for the exams are:

Rank	Estimated Date
Paramedic II	March 2022
Fire Driver	June/July 2021
Lieutenant	June/July 2021
Captain	June/July 2021
Battalion Chief	August/September 2021
Fire Prevention Specialist	TBD
Deputy Fire Marshal	TBD

The following table shows an example project timeline.

EXAMPLE PROJECT TIMELINE	
Deliverable	**Timing**
Conduct a kickoff meeting to discuss relevant testing issues and timelines	As soon as possible after contract award/notice to proceed

Ensure a current job analysis for each target rank	A table-top job analysis review/update will be completed within approximately two (2) weeks of project start. A full comprehensive job analysis study for any rank will typically be completed within approximately sixty (60) days. Job analyses will be completed at least thirty (30) days prior to the administration of the applicable rank's exam process.
Distribute test announcement	On the date(s) specified by Georgetown – targeting as much time for candidates to prepare for testing as possible
Develop and deliver multiple-choice written exams, to include SME validation meetings and online written test preparation training/orientation program	Within approximately forty-five to sixty (45-60) calendar days. A draft of the questions will be sent for review by GFD a minimum of four (4) weeks prior to the exam date. The final version will be delivered at least fourteen (14) days prior to the exam date
Administer multiple-choice written exams; conduct test review/appeal; finalize written exam scores	On the date(s) specified by Georgetown
Develop and deliver assessment center/practical skills exam preparation training/orientation program	On the date(s) specified by Georgetown – targeting as much time to prepare for testing as possible
Develop and finalize an assessment center/practical exam comprised of multiple components that measure the critical KSAOs for each target rank as identified in job analysis, to include SME validation meetings	Within approximately sixty to ninety (60-90) days
Conduct assessment center/practical exam, train assessors and score components for target rank	On the date(s) specified by Georgetown

Provide promotional process scores	Within five (5) days after the completion of the test administration and scoring processes
Provide final report to Georgetown and score reports to candidates	Within thirty (30) days of finalized scoring

SUMMARY

The Emergency Services Consulting International-Fields Human Capital Division looks forward to implementing the steps described in this proposal to provide services for the Georgetown Fire Department's promotional exams. As described we will ensure current job analyses, and then develop your testing programs using a content-oriented validation strategy following all pertinent professional and legal guidelines. Furthermore, we will create a fair exam for all participants using the strategies defined, including:

- Developing only highly job-related, customized test material;
- Using test content that has high fidelity (realistic), is based on situations candidates may actually face, and that reduce the cognitive demands on the test taker (e.g., providing straight-forward, easy to understand test instructions) thus allowing them to demonstrate their true knowledge, skills and abilities;
- Training candidates to prepare for their exams;
- Teaching candidates procedures that minimize test anxiety and other unknowns so that they can perform to their true potential on test day; and
- Providing feedback that will help candidates improve in their future tests and on the job.

Consultant is known for our expeditious completion of projects without impacting the attention paid to each crucial step in the process. This approach ensures that the promotional processes we develop for Georgetown Fire are reliable, valid, and fair. Perhaps more important, they are perceived as fair by the candidates who take them. We are confident in our ability to provide testing processes that exceed expectations. We look forward to working with you again on this very important project.

Exhibit B

Supplemental Provisions

Exhibit C

Payment Terms

Payment is a not to exceed amount listed in Section 4 of this Agreement. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

Service Provided	Professional Cost
Comprehensive Job Analysis* *(as described in C.6-7; to include report)*	**$5,000/each**
Multiple Choice Written Exam *(for each applicable rank)*	**$5,000/each**
Assessment Center *(Paramedic II, Lieutenant, Battalion Chief – assumes 16-35 candidates)*	**$13,000/each**
Practical Exam *(Fire Drive – assumes 16-35 candidates)*	**$17,000/each**

**This cost is only applicable to the initial tests for each rank; subsequent tests for each rank will only require a job analysis update which will not incur any additional costs.*

CONSULTANT EXPENSES#	
Consultant Staff Expenses: To include Airfare, Lodging, Food, Local Transportation, Shipping	
Expense Total (not-to-exceed)	**$6,000.00/rank**

#The expenses listed are for each process, are "not-to-exceed", and are based on travel to Georgetown for in-person test-related events. We will invoice for expenses incurred, only, and intend to reduce our own travel related costs as best we can. This cost is for consultant expenses only and does not include any assessor expenses; assessor expenses will be the responsibility of the City.

OPTIONAL AND OTHER PRICING	COST
Optional Candidate Performance Feedback – Interactive Feedback *(as described in C.20)*	$50/candidate
Optional Candidate Performance Feedback – Written Reports *(as described in C.20)*	$150/report
Dr. Fields Hourly Rate above limit stated in proposal	$250.00/hour

Section 1 – Job Analysis	
RANK	**PRICE PER**
1] Paramedic II	$5,000
2] Fire Driver	$5,000
3] Lieutenant	$5,000
4] Captain	$5,000
5] Battalion Chief	$5,000
6] Fire Prevention Specialist	$5,000
7] Deputy Fire Marshal	$5,000
Section 1 Total	$35,000

Section 2 – Written Multiple-Choice Promotional Examination	
RANK	**PRICE PER**
8] Paramedic II	$5,000
9] Fire Driver	$5,000
10] Lieutenant	$5,000
11] Captain	$5,000
12] Battalion Chief	$5,000
13] Fire Prevention Specialist	$5,000
14] Deputy Fire Marshall	$5,000
Section 2 Total	$35,000

Section 3 - Travel and Other Reimbursable Expenses	
EXPENS	**COST**
15] TRAVEL	$1,500
16] LODGING	$2,500
17] MEALS	$1,000
18] OTHER REIMBURSABLE	$1,000
Section 3 Total	$6,000 (per rank cost)

Section 4 – Assessment			
RANK	**PRICE PER RANK 1-**	**PRICE PER RANK**	**PRICE PER RANK**
19] Paramedic II	$12,000	$13,000	$14,000
20] Fire Driver	$16,000	$17,000	$18,000
21] Lieutenant	$12,000	$13,000	$14,000
22] Battalion Chief	$10,000	$13,000	$13,000
Section 4 Total	$50,000	$56,000	$59,000

Additional Services – For Informational Purposes Only		
23]	**Expert Legal Support – Price Per Hour**	$250/hr*
24]	**Administrative Legal Support – Price Per Hour**	$100/hr

*beyond the limit stated in the proposal (see Section C.21)

Exhibit D

Insurance Requirements

I. The Consultant agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

A. Commercial General Liability
B. Business Automobile Liability
C. Workers' Compensation
D. Professional Liability

II. For each of these policies, the Consultant's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

III. General Requirements Applicable to All Policies.

A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
C. "Claims made" policies are not accepted, except for Professional Liability insurance.
D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
    1. The insurance company is licensed and authorized to do business in the State of Texas
    2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
    3. All endorsements and coverages are included according to the requirements of this Agreement
    4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

V. **Commercial General Liability** requirements:

A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence per project for bodily injury and property damage with a $2,000,000 annual aggregate limit.
C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

VI. **Business Automobile Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current Best Key Rating Guide.
B. Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.
C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VII. **Workers' Compensation Insurance** requirements:

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Consultant, the Consultant, *all* employees of any and all subconsultants, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Consultant's, or subonsultant's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subconsultant does not have his or her own policy and a coverage agreement is used, Consultants and subconsultants *must* use that portion of the form whereby the hiring Consultant agrees to provide coverage to the employees of the subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Consultant may not be used.

B. The workers compensation insurance shall include the following terms:

1. Employer's Liability limits of $1,000,000 for each accident is required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VIII. **Professional Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
B. Minimum of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City upon request.
C. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

Exhibit E

Certificate of Insurance