

PROFESSIONAL SERVICES AGREEMENT

Promotional Assessment Services — Police and Fire Ranks

This Professional Services Agreement (the “**Agreement**”) is entered into as of the _____ day of _____, 2026 (the “**Effective Date**”), by and between the **City of Laurel, Mississippi** (the “**City**”), and **Morris & McDaniel, Inc.**, a corporation with its principal business address at 745 North Congress Street, Jackson, Mississippi 39202 (the “**Consultant**”). The City and the Consultant are referred to individually as a “**Party**” and collectively as the “**Parties**.”

WITNESSETH

In consideration of the mutual covenants and the compensation set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

SECTION 1. ENGAGEMENT

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

SECTION 2. GENERAL RESPONSIBILITIES

The Consultant, working in conjunction with the City’s Personnel Director, Civil Service Director/Secretary, Police and Fire Chiefs, and other designated City staff members, will provide overall guidance and expertise in the development, administration, and scoring of the City’s promotional process for the ranks of Police Lieutenant, Fire Captain, and Fire Lieutenant, and will make recommendations to the City regarding methods for using the results of the promotional process.

SECTION 3. SPECIFIC RESPONSIBILITIES OF THE CONSULTANT

The Consultant agrees to perform the following specific duties and responsibilities and to provide the services described below:

- A. Conduct a literature review demonstrating that the assessment techniques comply with current professional standards and methods and with applicable Federal and State regulatory guidelines and requirements.
- B. Conduct a job analysis for each rank to identify the dimensions to be used in the promotional process exercises.
- C. Assist the City in the City’s administration of the promotional process for the ranks of Police Lieutenant, Fire Captain, and Fire Lieutenant. Written examinations and performance-based exercises will be developed based on input and review from Subject Matter Experts designated by the City of Laurel.
- D. Conduct candidate orientation sessions on the promotional process to assist candidates in maximizing their performance.
- E. Provide a camera-ready copy of the promotional written examinations and exercises for duplication and have a senior member of the Consultant’s staff available on-site to assist in the City’s

administration of the promotional process. Any review by a Subject Matter Expert will be completed prior to administration of the promotional process.

- F. Score the written examinations and provide scores to candidates.
- G. Recruit and train assessors to score the performance-based exercises.
- H. Provide feedback and scores to candidates.
- I. Review and analyze the results of the promotional process to assure conformity with recognized professional standards, and recommend methods and procedures to minimize adverse impact, if any, for participants who may be members of protected classes as defined by applicable Federal regulations and guidelines.
- J. Maintain the necessary security procedures in the development, reproduction, assembly, delivery, and administration of the promotional process to ensure its integrity.
- K. Provide expert witness assistance and testimony as needed in the event of a challenge to or litigation arising from the promotional process. The costs and expenses for this service are not included in the compensation set forth in this Agreement and will be billed separately at the Consultant's then-current rates.

SECTION 4. RESPONSIBILITIES OF THE CITY

- A. Through its Personnel Department, Civil Service Commission, and Police and Fire Departments, cooperate with the Consultant in making available the information and personnel necessary to successfully complete the terms of this Agreement.
- B. Determine the eligibility of candidates participating in the promotional processes.
- C. With assistance from the Consultant, administer the promotional process for the ranks identified in this Agreement.
- D. Determine and secure the location for the administration of the promotional assessment exercises.
- E. Designate qualified Subject Matter Experts to participate in the development and review of examination content as contemplated by this Agreement.

SECTION 5. COMPENSATION AND PAYMENT

The City agrees to compensate the Consultant in the amount of Seven Thousand Two Hundred Fifty and No/100 Dollars (\$7,250.00) per rank for the services described in this Agreement. With three (3) ranks to be assessed (Police Lieutenant, Fire Captain, and Fire Lieutenant), the total compensation under this Agreement shall be Twenty-One Thousand Seven Hundred Fifty and No/100 Dollars (\$21,750.00), exclusive of the expert witness services described in Section 3(K).

SECTION 6. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall remain in effect until the establishment and submission of the final eligibility lists, unless earlier terminated as provided below. Either Party may terminate this Agreement upon thirty (30) calendar days' written notice to the other Party.

In the event of termination prior to the establishment of the eligibility lists, the Consultant shall immediately cease all further work on the project and shall deliver to the City's Personnel Director an invoice for all work performed and expenses incurred through the date of termination. The Consultant shall be compensated for all work performed and expenses reasonably incurred as of the date of termination.

SECTION 7. INTELLECTUAL PROPERTY, RESEARCH, AND CONFIDENTIALITY

The Consultant shall retain sole and exclusive ownership of all copyright and other intellectual property rights in and to all testing materials, examinations, exercises, instruments, and related materials developed or used in connection with this Agreement. The Consultant grants the City a non-exclusive right to use such materials for the City's internal promotional purposes; provided, however, that no changes to such materials may be made without the Consultant's prior written approval, and the City shall not reproduce, distribute, or disclose such materials to any third party except as required by law.

Upon completion of the promotional process, the Consultant may use test materials, data, reports, and records for its own purposes of further research and publication, provided that any such use protects the confidentiality of individual candidate information and the security of the testing instruments.

Each Party shall treat as confidential all non-public information disclosed by the other Party in connection with this Agreement, including candidate data and personally identifiable information. The Consultant shall implement and maintain reasonable administrative, technical, and physical safeguards to protect candidate data against unauthorized access, use, or disclosure, and shall comply with applicable data-protection and records laws. The obligations of this Section shall survive the expiration or termination of this Agreement.

SECTION 8. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor and not an agent or employee of the City, and shall make no representation to the contrary. Because the City is interested in the Consultant's end product, the City does not retain the right to control the mode or manner in which the Consultant performs this Agreement. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship between the Parties.

SECTION 9. COMPLIANCE WITH LAW

The Consultant shall comply with all applicable Federal, State, and City laws and ordinances, including the Workers' Compensation Law of the State of Mississippi.

SECTION 10. GENERAL PROVISIONS

- A.** Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to its conflict-of-laws principles.
- B.** Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- C.** Amendment. This Agreement may be amended only by a written instrument signed by both Parties.

- D. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.
- E. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- F. Notices. All notices required under this Agreement shall be in writing and delivered to the addresses set forth above or to such other address as a Party may designate in writing.
- G. Force Majeure. Neither Party shall be liable for any failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

THE CITY OF LAUREL, MISSISSIPPI

By: _____
Name: _____
Title: Mayor
Date: _____

MORRIS & McDANIEL, INC.

By: _____
David M. Morris, Ph.D., J.D., MBA
President & Chief Executive Officer
Morris & McDaniel, Inc.
Office: 703.836.3600 | Mobile: 703.944.9880
Date: _____