

RESOLUTION NO. 05-387

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH PUBLIC SAFETY TESTING.COM TO PROVIDE FIRE DEPARTMENT TESTING SERVICES TO THE BLACK DIAMOND CIVIL SERVICE COMMISSION FOR THREE YEARS

WHEREAS, Public Safety Testing.com is a skilled provider of testing services to police, fire and other public safety agencies; and

WHEREAS, the Black Diamond fire Department, directly and through the Civil Service Commission, tests, evaluates, ranks and hires fire department personnel in the performance of its public safety functions; now, therefore

BE IT RESOLVED that the Council authorizes the Mayor, on behalf of the City of Black Diamond, to enter into an agreement with Public Safety Testing.com, in the form attached hereto as Exhibit A, and by reference incorporated herein.

ADOPTED by the City Council at an open public meeting held on the 7th day of July, 2005.


Howard Botts, Mayor

Attest:


Cris Kandior, City Clerk

SUBSCRIBER AGREEMENT

WHEREAS, Public Safety Testing, Inc. is a skilled provider of testing services to police, fire, and other public safety agencies, and

WHEREAS, the subscriber public agency, either directly or through a civil service commission, tests, evaluates, ranks and hires law enforcement and/or firefighters and/or other public safety positions in the performance of its public safety functions, and

WHEREAS, the subscribing public entity desires to join in a non-exclusive subscriber agreement, NOW, THEREFORE,

Public Safety Testing, Inc. (the "Contractor") and the City of Black Diamond, a municipal corporation of the state of Washington (hereinafter "Subscriber") do enter into this nonexclusive Subscriber Agreement under the terms and conditions set forth herein.

1. Description of Basic Services. This Agreement begins July 8, 2005.
The Contractor will provide the following services to the Subscriber, on its request:

1.1 Advertise for, process applications for, and administer written and/or physical agility examinations for (check all that apply):

- Firefighter personnel
- Firefighter/Paramedic personnel
- Dispatcher/Communications personnel

1.2 Report to the Subscriber the scores of applicants, with all information necessary for the Subscriber to place passing applicants upon its eligibility list, and rank them relative to other candidates on appropriately constituted continuous testing eligibility lists.

1.3 Appear in any administrative or civil service proceeding in order to testify to and provide any and all necessary information to document the validity of the testing process, to participate in the defense of any testing process and to otherwise provide any information necessary to the Subscriber to evaluate challenges to or appeals from the testing process. The Contractor shall appear without additional charge. The Subscriber shall pay the reasonable cost of travel and appearance for any expert witness deemed necessary by the Subscriber to validate the testing process, including but not limited to, representatives of any company which holds the copyright to any testing material and whose testimony or appearance is deemed necessary to validate the process.

1.4 The Subscriber elects (select one):

- A one-year subscription at rates set forth in the attached Exhibit A incorporated by this reference as fully as if herein set forth.
- A three-year subscription at rates set forth in the attached Exhibit A incorporated by this reference as fully as if herein set forth.

1.5 Payment. Subscriber shall pay an amount equal to twenty-five percent (25%) of the annual fee set forth above quarterly for services rendered in the previous quarter and for basic services including but not limited to, software relating to online application, advertising formats, previously advertised scheduling of test dates, model civil service rules, testing systems, as well as ongoing testing and recruitment, and any and all other work developed at the cost of the Contractor prior to or contemporaneous with the execution of this Agreement. Payment shall be made within 45 days of receipt of invoice.

2. Additional Services. At the request of the Subscriber, Contractor may provide the following types of services:

2.1 Submission to the Contractor of additional requests for applicant testing with respect to any given eligibility list or any other task under the provisions of this paragraph shall be at the sole discretion of the Subscriber. This is a non-exclusive agreement and the Subscriber may continue at its discretion to conduct entry level testing in addition to the services provided by the Contractor, and may, in addition, contract with any other entity for services during the initial one-year term of this Agreement. If the Subscriber elects to utilize the Contractor for a three-year subscription, he/she may terminate this Agreement in years two and three and contract for additional services in accordance with the provisions of paragraph 7 below.

2.2 In addition to the services provided under this Agreement, the Subscriber may, at its sole discretion, elect to purchase additional services from the Contractor. Such services shall be requested by and contracted for pursuant to separate written agreement.

3. Acknowledgements of Subscriber. The Subscriber understands and acknowledges, and specifically consents to the following stipulations and provisions:

3.1 The written and physical agility scores of any applicant shall be valid for 15 months from the date of certification by the Contractor or 12 months from the date of placement upon the Subscriber's eligibility list, whichever first occurs, following the report of the Contractor, and rules compatible with continuous testing shall be adopted. The Subscriber shall review its applicable hiring

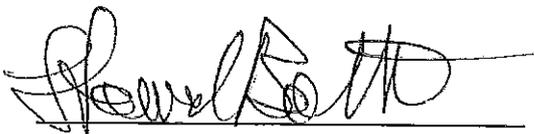
processes, advertisements, personnel policies and civil service rules (as applicable) to ensure compliance with the provisions of this Agreement.

- 3.2 An applicant may, in addition to the Subscriber's eligibility list, elect to have his/her score reported to and subject to placement on the eligibility list of any other Subscriber. Nothing in this Agreement shall be interpreted to prohibit the use of an applicants' score for consideration in or processing through any other subscriber's hiring and/or civil service eligibility process. The Subscriber agrees that if an applicant is hired by another agency through this service, the applicant's name shall be removed from Subscriber's eligibility list.
 - 3.3 The Subscriber specifically understands and acknowledges that the Contractor may charge a reasonable application fee from any and all applicants.
 - 3.4 The Subscriber may also conduct advertising as it deems necessary to support/enhance recruiting efforts. The Subscriber shall link PublicSafetyTesting.com on its agency's website, if it so maintains one.
 - 3.5 If the Subscriber elects for the Contractor to conduct physical ability testing for firefighter candidates, the Subscriber agrees to complete a Candidate Physical Ability Test (CPAT) validity transportability study and successfully apply to the International Association of Firefighters (IAFF) for a CPAT License. The Subscriber agrees to complete such prior to the administration of the CPAT for any of its candidates. If the Subscriber elects to have the Contractor conduct such transportability study, the one-time fee for such is \$750.
 - 3.6 Subscriber understands that firefighter physical ability testing is typically conducted twice per calendar year. Candidate's names/test scores will be forwarded to the Subscriber typically in June and December following the completion of the CPAT.
 - 3.7 Public Safety Testing views recruiting as a partnership with the Subscriber. The Subscriber agrees to actively participate in recruiting efforts for positions within the Subscriber agency.
 - 3.8 The Subscriber agrees to keep the Contractor up-to-date as to the agency's hiring status, minimum and special requirements, all information appearing on the agency's PST website profile and the names of any candidates hired through these services.
4. Testing Standard and Warranty of Fitness For Use. All testing services conducted under this Agreement shall be undertaken in accordance with the provisions of the Washington State Civil Service Statutes, Chapter 41.08 and 41.12 RCW, or the terms of other applicable statute as the Subscriber shall notify the Contractor that the Subscriber must meet. Tests shall also be conducted in accordance with the general standards established by the Subscriber; the Subscriber shall be responsible for notifying the Contractor of any unusual or special process or limitation. The test utilized, the proctoring of the test and any and all other services

7. Termination. This Agreement terminates on the last day of _____, 200____. The Contractor and the Subscriber may withdraw from this Agreement at any time for any reason with 45 days written notice, provided, however, that the provisions of paragraphs 1.3, 4, 5 and 6 shall remain in full force and effect following the termination of this Agreement with respect to, and continuing for so long as any applicant tested by the Contractor remains on the eligibility list of the Subscriber. Provided further that in the event either party elects to terminate this agreement, prior to its expiration, any amounts paid by the Subscriber shall be pro-rated and reimbursed to the Subscriber, accordingly, within 60 days of termination of this Agreement.
8. Entire Agreement, Amendment. This is the entire Agreement between the parties. Any prior agreement, written or oral, shall be deemed merged with its provisions. This Agreement shall not be amended, except in writing, at the express written consent of the parties hereto.

This Agreement is dated this 7TH day of JULY, 2005.

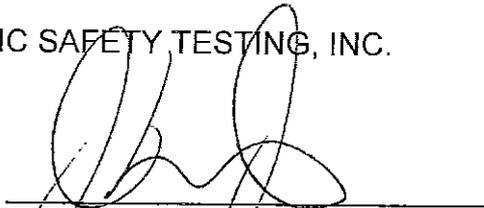
CITY OF BLACK DIAMOND

By: 

Print: HOWARD BOTTS

Its: MAYOR

PUBLIC SAFETY TESTING, INC.

By: 

Print: Jon F. Walters, Jr.

Its: President

EXHIBIT A

Fee Structure for One-Year Subscribers

Annual subscription rates for the fire service for one-year subscribers are determined by the number of full-time employees* in the department that testing services are being utilized for multiplied by 70.

For Corrections Officer testing, the multiplier shall be 55.

For Dispatch/Communications testing, the multiplier shall be 60 per FTE* in communications center.

For example, if Subscriber contracted for testing services for firefighters and there are 15 full-time firefighters on Subscriber's staff, the subscription fee for one year would be \$1,050 (15 fire x 70 = 1,050) each year. If Subscriber contracted for both police and fire testing and, for example, there were 25 police FTE's and 20 fire FTE's, the annual subscription fee would be \$3,150 (45 police & fire x 70 = 3,150).

There is a one-time set-up fee of \$200 per position category.

Fee Structure for Three-Year Subscribers

For state of Washington public entities (law enforcement/fire) that subscribe to PublicSafetyTesting.com for three years, annual subscription rates are determined by the number of full-time employees* in the department that testing services are being utilized for multiplied by a factor as follows:

YEAR	# FULL-TIME x _____
Year #1	60
Year #2	65
Year #3	70

For example, if Subscriber contracted for testing services for firefighters and there are 20 full-time firefighters on Subscriber's staff, the annual subscription fee would be as follows:

YEAR	ANNUAL FEE
Year #1	\$1,200
Year #2	\$1,300
Year #3	\$1,400

For Corrections Officer testing, the multiplier shall be 45 annually.

For Dispatch/Communications testing, the annual multiplier shall be 50 per FTE* in communications center.

There is a one-time set-up fee of \$200 per position category.

*For law enforcement, "full-time employees" constitute all commissioned officers with enforcement authority, including the Chief/Sheriff. For fire agencies, "full-time employees" constitute all career paid fire personnel, including the Fire Chief, Paramedics, etc. For dispatch/communication centers, "full-time employees" constitute all full-time employees of the dispatch/communication center.