

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 8/13/2021	PREPARED BY: Carlee Nave, HR Director
Meeting Date Requested: 8/24/2021	PRESENTED BY: Carlee Nave
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: Public Safety Testing Subscriber Agreement	
FISCAL IMPACT: Year 1 (2022): \$1448 Year 2 (2023): \$1492 Year 3 (2024): \$1538 TOTAL FOR LIFE OF CONTRACT: \$4478	
BACKGROUND: Franklin County has contracted with Public Safety Testing (PST) since 2005 for testing services for entry-level law enforcement and corrections positions, including written and physical fitness tests. Public Safety Testing has provided high quality services and through the pandemic innovated their testing model to allow for continued recruitment during times when in-person testing was not feasible. The County's current contract with PST expires on December 31, 2021 and the Civil Service Commission recommends the County renew the contract for another three-year term. The new contract reflects modest annual increases of three percent, which is consistent with the current contract terms. Additionally, the Agreement reflects the Civil Service Commission recommendation that we take advantage of a new option from PST allowing the Commission to review and grant financial hardship waivers, which could be helpful in attracting a more diverse pool of candidates when we have a hard time filling positions. The waivers will be reviewed on a case-by-case basis and approved within existing budgeted funds.	
RECOMMENDATION: The Civil Service Commission recommends approval of the resolution and Agreement as presented, authorizing the Chair to sign the Agreement.	
COORDINATION: PST prepared the contract and after internal HR review, Jennifer Johnson, Chief Civil Deputy Prosecuting Attorney/Risk Manager, approved the agreement as to form. The Civil Service Commission reviewed the contract at their August meeting.	
ATTACHMENTS: (Documents you are submitting to the Board) 1. Resolution 2. Subscriber Agreement	
HANDLING / ROUTING: (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf) Thomas Westerman	

I certify the above information is accurate and complete.



Eric Wyant for Carlee Nave

FRANKLIN COUNTY RESOLUTION _____

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

***APPROVAL OF SUBSCRIBER AGREEMENT WITH PUBLIC SAFETY TESTING FOR
ENTRY LEVEL LAW ENFORCEMENT AND CORRECTIONS TESTING***

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and ensure the care of county property and management of county funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County; and

WHEREAS, the Franklin County Civil Service Commission desires to continue to contract with Public Safety Testing for entry level law enforcement and corrections testing; and

WHEREAS, the Franklin County Board of County Commissioners deems this to be in the best interest of the County.

NOW, THEREFORE IT IS HEREBY RESOLVED the Franklin County Board of County Commissioners hereby approves the attached subscriber agreement between Franklin County and Public Safety Testing effective January 1, 2022 through December 31, 2024.

AND, BE IT FURTHER RESOLVED the Franklin County Board of County Commissioners authorizes the Chair to sign the Subscriber Agreement on behalf of the Board.

DATED this _____ day of _____, 2021.

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

Chair

Chair Pro Tem

ATTEST:

Member

Clerk of the Board



SUBSCRIBER AGREEMENT

WHEREAS, Public Safety Testing, Inc. is a skilled provider of pre-employment 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 Subscriber Agreement, NOW, THEREFORE,

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

SUBSCRIBER: Franklin County, WA

POSITIONS:

☞ *Check all that apply*

- Law Enforcement Officer (entry-level)
- Law Enforcement Officer (lateral/experienced)
- Corrections Officer (entry-level)
- Corrections Officer (lateral/experienced)

COMMENCEMENT DATE: January 1, 2022

PROFESSIONAL FEES:

☞ *Check all that apply*

- Law Enforcement Officer written &/or physical ability testing
 - Year #1 @ \$848 annually
 - Subsequent years (beginning January 1, 2023) will include an annual increase of three percent (3%).
- Corrections Officer written &/or physical ability testing
 - Year #1 @ \$600 annually
 - Subsequent years (beginning January 1, 2023) will include an annual increase of three percent (3%).

TERMINATION:

☞ *Select one*

This agreement terminates:

- December 31, 2022
- December 31, 2024
- This agreement will automatically renew annually unless either party provides a 60-day notice as outlined in Section 7. Each annual renewal includes a 3% increase in professional fees, the first commencing January 1, 2023.

RECRUITING AT PST WRITTEN EXAM EVENTS

☞ *Check to request*

Opportunity for Subscriber to recruit candidates at PST written exam events. Written exams occur in-person or virtual (online, in-home). Subscriber may appear in-person (in-person exam locations) or via 60-second video provided by Subscriber (in-person exam location or virtual exam). Subscriber will be invoiced \$10 per candidate that adds Subscriber agency to their list prior to the start of the exam.

FINANCIAL HARDSHIP WAIVER

☞ *Check to request*

Subscriber agrees to pay candidate financial hardship waivers, each pre-approved by the Subscriber at the following rates:

\$50 for Law Enforcement written examination

\$35 for Corrections written examination

1. Description of Basic Services. This Agreement begins on the date as noted on page one (1) of this Agreement. The Contractor will provide the following services to the Subscriber:

1.1 Advertising and recruiting assistance, application intake processing, and administration of pre-employment written examinations and/or physical ability tests for those positions noted on Page One (1) of this Agreement.

1.1.1 Written examinations are administered in-person at Contractor's test events, including those conducted by Subscribing agencies; remotely through a network of certified college testing facilities; and, through the Contractor's online, virtual in-home testing program.

1.1.2 Physical ability tests for law enforcement and corrections applicants are administered at Contractor's test events, including those conducted by Subscribing agencies, and, through a network of partner gym and fitness facilities.

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. Contractor will report "raw" test scores to the Subscriber – no preference points will be factored into applicant scores and it is the Subscriber's responsibility to factor veteran's preference points in accordance with applicable federal and state laws. Written examination scores will be reported to the Subscriber as a percentage score (based on 100%) and physical ability test scores will be reported as "Pass" or "Fail". The passing score for written examinations is set by the test developer at 70%. For dispatcher candidates, the typing test results will be reported as words per minute (wpm) and accuracy rate (%).

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 conducted by the Contractor pursuant to this Agreement 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.

Provided, however, Contractor shall not be required to appear at its cost nor to defend in any administrative or court proceeding arising from or out of a claim or challenge relating to Subscriber's use of other testing process(es) or out of Subscriber's attempt to establish multiple or blended eligibility lists for the same position based in whole or in part on other testing process(es). "Other testing process(es)" means any test or testing process other than those provided by the Contractor under this Agreement.

1.4 Term & Fees. The term of this agreement and the related professional fees are noted on page one (1) of this Agreement.

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 due within 30 days of receipt of invoice.

1.5.1 Direct Deposit (ACH Enrollment). Subscribers are encouraged to set up direct deposit (ACH enrollment) for their payments. There will be no additional fee for payments made using direct deposit (ACH enrollment).

1.5.2 Credit Card. A three percent (3%) fee will be added at the time of payment to each payment made using a credit card. The purpose of such fee is to cover Contractor's credit card processing fees.

2. Additional Services. 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 Because applicable civil service law prohibits having multiple eligibility lists for the same class of hire, this Agreement is an exclusive agreement for these services.

3.2 The written and physical agility scores of any applicant shall be valid for 18 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.

- 3.3 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.
 - 3.4 The Subscriber specifically understands and acknowledges that the Contractor may charge a reasonable testing fee from any and all applicants.
 - 3.5 The Subscriber is encouraged to and 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.
 - 3.6 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.
 - 3.7 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.
 - 3.8 Subscriber understands and acknowledges that a candidate's PST Personal History Statement (PHS) will be stored electronically by PST for 24 months from the date the candidate uploads the PHS to the PST website. Any PHS stored more than 24 months will automatically be deleted and will no longer be available to the Subscriber from the PST server.
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/or 41.12 and/or 41.14 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 attendant to or necessary to provide a valid passing or failing score to the Subscriber shall be conducted in accordance with generally accepted practice in the human resources, Civil Service and Public Safety Testing community. The Subscriber may monitor the actions and operations of the Contractor at any time. The Contractor shall maintain complete written records of its procedures and the Subscriber may, on reasonable request, review such records during regular business hours. The Contractor expressly agrees and warrants that all tests and written materials utilized have been acquired by the Contractor in accordance with

the appropriate copyright agreements and laws and that it has a valid right to use and administer any written materials and tests in accordance with such agreements and laws. If Subscriber uses or authorizes the use of other testing process(es) this warranty shall be null and void.

5. Independent Contractor. The Contractor is an independent contractor. Any and all agents, employees or contractors of the Contractor, shall have such relation only with the Contractor. Nothing herein shall be interpreted to create an employment, agency or contractual relationship between the Subscriber and any employee, agent or sub-contractor of the Contractor.
6. Indemnity and Hold Harmless. The parties agree and hold harmless each other, their officers, agents and employees in accordance with the following provisions:
 - 6.1 The Contractor shall indemnify and hold harmless the Subscriber, its employees and agents from any and all costs, claims or liability arising from:
 - 6.1.1 Violation of any copyright agreement or statute relating to the use and administration of the tests or other written materials herein provided for;
 - 6.1.2 Any cost, claim or liability arising from or out of the claims of an employee, agent or sub-contractor to the end that the Contractor shall be an independent Contractor and the Subscriber shall be relieved of any and all claims arising from or relating to such employment relationships or contracts between the Contractor and third parties;
 - 6.1.3 The alleged negligent or tortious act of the Contractor in the provision of services under this Agreement.
 - 6.1.4 This indemnity shall not apply to any administrative or court proceeding arising from or out of any process in which the Subscriber has utilized or authorized other testing process(es).
 - 6.2 The Subscriber shall indemnify and hold harmless the Contractor, its officers, agents and employees from any and all cost, claim or liability arising from or out of the alleged negligent or tortious act of the Subscriber in the provision of services hereunder.
7. Termination. This agreement terminates as noted in the *Termination* section on Page 1 of this Agreement. The Contractor and/or the Subscriber may also withdraw from this Agreement at any time for any reason with 60 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.

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 _____ day of _____, 2021.

FRANKLIN COUNTY, WA

By: _____

Print: _____

Its: Franklin County Commissioner

Contact: _____

Address: 1016 N 4th Ave

City/State/Zip: Pasco, WA 99301

Telephone: _____

Email: _____

PUBLIC SAFETY TESTING, INC.

By:  _____ July 28, 2021

Print: Jon F. Walters, Jr.

Its: President

Jon Walters

20818 – 44th Ave. W., Suite 160

Lynnwood, WA 98036

425.776.9615

jon@publicsafetytesting.com

Invoicing Preference (select one):

- US Postal Service Mail
- Electronic via Email @ hr@co.franklin.wa.us

Subscriber's Contact & Address for Billing:

(Please complete if different from contact information above)

Contact: Eric Wyant

Title: HR Generalist/Chief Examiner

Agency: Franklin County Human Resources

Address: 1016 N 4th Ave, A-101

City/State/Zip: Pasco, WA 99301

Telephone: 509-546-5813

Email: hr@co.franklin.wa.us

Agency Recruiter:

Name: _____

Title: _____

Email: _____

Agency Hiring Representative/Supervisor:

Name: _____

Title: _____


Email: _____

Chief or Agency Director:

Name: _____

Title: _____

Email: _____

Approved as to form: 
PROSECUTING ATTORNEY'S OFFICE