



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“**Agreement**”) is effective as of the date of the Mayor’s signature below and is between the City of Everett, a Washington municipal corporation (the “**City**”), and the Service Provider identified in the Basic Provisions below (“**Service Provider**”). This Agreement is for the purpose of the Service Provider providing services as set forth in this Agreement. This Agreement includes the Basic Provisions, the attached General Provisions, and the scope of work attachment, if any, referenced in the Basic Provisions.

BASIC PROVISIONS	
Service Provider	Public Safety Testing
	20818-44th Ave W., Suite 160 Lynnwood, WA 98036
	Jim@PublicSafetyTesting.com
City Project Manager	Chelan Robbins
	City of Everett – Human Resources 2930 Wetmore Ave Suite 5
	Everett, WA 98201
	crobbins@everettwa.gov
Scope of Work (must select one)	<div><input checked="" type="checkbox"/> Scope of Work is attached. One sentence summary of scope of work is as follows To provide test preparation, test administration, and post-test activities for the Police Lieutenant and Captain promotional process for the City of Everett.</div> <div><input type="checkbox"/> Scope of Work is not attached. Instead, the Scope of Work is as follows: Enter scope of work here. If space here is insufficient, attach scope of work instead.</div>

BASIC PROVISIONS	
Completion Date	July 1, 2024
Eligible Expenses (not-to-exceed)	\$15,500.00 plus tax
Maximum Compensation Amount	<div>\$15,500.00 plus tax</div> <div>Note: the Maximum Compensation Amount is inclusive of Eligible Expenses.</div>
Method of Payment (must select one)	<input checked="" type="checkbox"/> Lump Sum paid upon completion of all work. <input type="checkbox"/> Payment method is described in scope of work. <input type="checkbox"/> Payment method is as follows: Enter payment method as text here
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes the above Basic Provisions, the attached General Provisions, and the scope of work attachment, if any, referenced in the Basic Provisions.

**CITY OF EVERETT
WASHINGTON**

Public Safety Testing, Inc. 20818-44th Ave W., Suite 160
Lynwood, WA 98036 jim@PublicSafetyTesting.com



Cassie Franklin, Mayor

Jon F. Walters, Jr.

Signature: _____

11/14/2023

Date

Name of Signer: Jon F. Walters, Jr.

Signer's Email Address: jon@publicsafetytesting.com

Title of Signer: President

ATTEST



Office of the City Clerk



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
JULY 28, 2023

ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.072623.1)

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Scope of Work. The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider.
2. **Intellectual Property Rights.** Unless otherwise expressly agreed in writing, all intellectual property rights in works created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in works created by Service Provider prior to engagement, or not for its performance of this Agreement. Service Provider expressly represents and warrants that the Work shall be original and shall not infringe on another’s copyright, or rights in trade or service marks. Service Provider agrees to defend and indemnify City from any and all claims and damages arising out of this Agreement or the Work created hereunder.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and the Work shall be completed by Completion Date stated in the Basic Provisions.
4. **Compensation.**
 - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
 - B. Service Provider shall be paid such amounts and in such manner as described in Basic Provisions.
 - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. “Eligible Expenses” means those types and amounts of expenses approved for reimbursement by the City. If approval for reimbursement is not obtained from the City prior to Service Provider’s incurring the expense, Service Provider acknowledges that the City retains the option not to reimburse Service Provider. Eligible expenses shall not exceed the amount stated in the Basic Provisions.
 - D. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
 - E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider’s conduct.
5. **Method of Payment.** Method of payment is as described in the Basic Provisions. All requests for payment must be sent to the City Project Manager Address in the Basic Provisions.

6. **Submission of Reports and Other Documents.** Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.
7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as email. The City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.
8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.
9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
10. **Indemnification.** Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's liability under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save

harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the termination of this Agreement.

11. **Insurance.** Service Provider shall procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, automobile liability insurance on all vehicles used by Service Provider in the performance of its duties under this Agreement. Proof of such insurance shall be provided to the City prior to performing any services hereunder. A statement certifying that no vehicle will be used in fulfilling this Agreement may be substituted for this insurance requirement.
12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.
13. **Independent Contractor.**
 - A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
 - B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and

- (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.
 - D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
 - E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement

and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.
19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.
20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third-party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed

by authorized representatives of the City and Service Provider.

25. **Severability**. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices**.
 - A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
 - B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue**. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law**. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks**. Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability**. No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment**. Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts**. This Agreement and any amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. Signatures with AdobeSign are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.

**END OF GENERAL PROVISIONS
(v.072623.1)**



**A proposal to
EVERETT POLICE
for the development and management of promotional testing for
LIEUTENANT**

Scope of Services Provided by Public Safety Testing, Inc.:

Public Safety Testing offers to develop and administer assessment center promotional processes for Everett (hereinafter "City"). Public Safety Testing (hereinafter "PST") will apply the guidelines as adopted by the International Congress on Assessment Centers and the recommendations provided by the International Association of Chiefs of Police related to the development and management of assessment centers.

PROMOTIONAL ASSESSMENT CENTER

Methodology for Service

The project shall consist of three basic phases:

1. Test Preparation & Development
2. Test Administration
3. Post-Test Activities

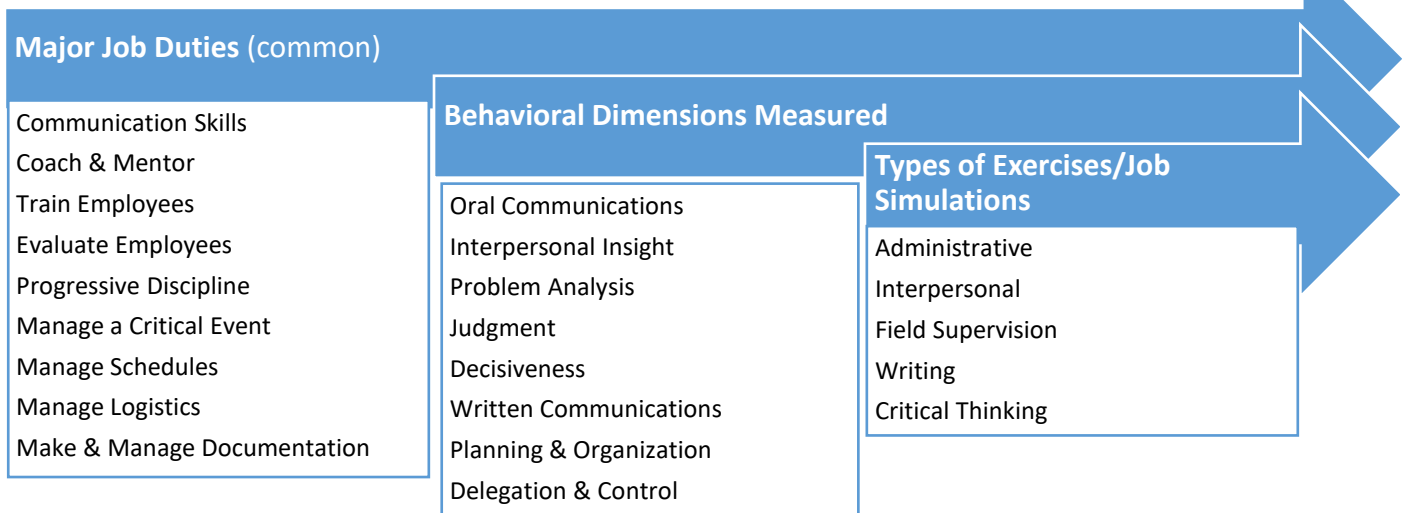
Phase One: Test Preparation & Development

Conduct at least one on-site or virtual meeting with the appropriate personnel from the Everett Police Department to:

- Determine the City's specific needs and specific components of the assessment center.
- Create a calendar of tasks, benchmarks, and a schedule to deliver the promotional test.
- Identify the behavioral dimensions to be measured.
- Survey department members currently serving in the positions being tested to identify the critical tasks being performed (Job Task Analysis).
- Survey the management/leadership team to identify essential supervisory and administrative skills and abilities of a newly promoted supervisor/manager. These survey results create the unique weighting of the behavioral dimensions that are specifically relevant to the Everett Police Department.

- Provide a description of typical categories and examples of exercises that can be used in the promotional process. Working with the City, exercises are tailored with the information provided by the agency and customized to fit the specific environment and needs of the agency.
- Create a scoring map that identifies weighted behavioral dimensions which will be measured for each exercise.
- Build exercises using information specific to your community and department and integrating the results of the surveys used above.
- PST will become familiar with and will follow the City's Personnel/Civil Service Rules when developing and administering the test. The City shall be responsible for notifying PST of any unusual or special process or limitation of its rules, contractual agreements or policies that are related to the development and delivery of the test, and
- Finalize the assessment center's exercises and schedule with the agency's subject matter expert(s) for **Phase Two**.

Assessment Center Exercise Theme Flow



Phase Two: Test Administration

PST will facilitate and manage the assessment center process, including:

- Conduct one virtual "Candidate Orientation Workshop" (in-person workshops can be conducted for an additional charge) that provides candidates an overview of the assessment center testing process, highlights tips for success, and pitfalls to avoid. This candidate orientation de-mystifies the assessment center/promotional testing process.
- Conduct a training workshop for the assessors and role players whom the city has selected prior to the test date. The training includes guidelines in scoring, pitfalls to avoid in assessing, and a practice session of scoring an exercise. Only trained assessors will participate in the testing process.

- Provide all the typical equipment, supplies, and materials for the training, orientation, and testing process. The City of Everett may be asked to provide specific equipment related to certain exercises as well as reliable internet access.
- Create a grading process that conforms to the City's Personnel/Civil Service Commission's rules.
- Through an empirical process that incorporates the candidate's performance, the weighted dimensions, and the City's Personnel/Civil Service Commission's rules, create a final rank order listing of the candidates tested.
- Survey each candidate about his/her observations of the promotional process and the assessment center's relevance to the position.

Phase Three: Post-Test Activities

- With a full assessment center, each candidate receives written commendations and recommendations that are created by the assessors. These comments are separated from the objective score sheets, collated for each candidate, and sent to the city, and are intended to assist the candidates in their professional development; and
- Provide the City with electronic copies of all the documents related to testing, training, and scoring of candidates. This typically includes the instructions for each exercise, original copies of the score sheets for each candidate created by the assessors, a matrix of the weighted dimensions as they were applied to each exercise, a copy of the raw scores for each candidate in each exercise and for each dimension, the assignment sheet of candidates to letter designators with corresponding photographs, a copy of the training outline provided to the assessors, a copy of the training outline provided to the candidates, a copy of the test schedule, a copy of the written comments made by the assessors to each candidate, the signed test security agreements, and copies of the assessor and candidate critiques.
- PST shall appear in any City administrative or civil service proceeding to testify to and provide all necessary information to document the validity of the testing process, to participate in the defense of the testing process conducted by PST pursuant to this Agreement and to otherwise provide any information necessary to the City to evaluate challenges to or appeals from the testing process. PST will appear without additional charge to the City.
- The City agrees that if it uses any materials prepared by the Contractor for purposes other than those intended by this Contract, it does so at its sole risk ~~and it agrees to hold the Contractor harmless there-
fore~~ to the extent such use is agreed to in writing by the Contractor. Preexisting materials owned by the Contractor and used in the materials created for the City shall remain the property of the Contractor. This includes preexisting examination questions and materials.

Section Intentionally Omitted :

DELETED

Resources to be provided by the City of Everett:

The City of Everett shall agree to:

- ***Comply with current guidelines and regulations related to communicable diseases in your location.***
- Provide a copy of those sections of your Civil Service Rules and, if applicable, your collective bargaining agreement, which relate to the promotional testing process.
- Provide a Subject Matter Expert(s) to assist in the development of the exercises, distribute and collect surveys that provide an analysis of the position being tested for, and distribute and collect a survey that provides the relative importance of the supervisory dimensions to be measured in the assessment center. **The work of the Subject Matter Expert (SME) will happen on or before the agreed-upon deadlines. The City's SME will be available on the day of testing as a resource to answer questions. The role of the SME is very important and critical to the success of this process.**
- Obtain a minimum of two (2) qualified assessors per exercise (8 assessors for a 4-event AC) and role players, if necessary. PST will work with the city to assist in the identification of appropriate assessors; however, assessors are the agency's responsibility.
- Have the appropriate supervisory and management personnel participate in the surveys for the job task analysis and the behavioral dimensions.

- Provide the physical facilities and internet connections appropriate for the Assessor Training, and the Assessment Center (including the selected exercises) as well as the Candidate Training (virtual or in-person). Provide meals, refreshments, and beverages for the assessors, candidates, and PST staff.
- At the end of the final day of testing, agencies find it very beneficial to have the department head and management team present during the discussion with the assessors to hear comments and insights about the candidates.
- If necessary, cover the expenses of the assessors and pay any travel-related and per diem expenses for the PST staff.

PROMOTIONAL ASSESSMENT CENTER PROFESSIONAL FEES

The Promotional Assessment Center is our most requested service and testing fees are based on a formula that uses the relative responsibility of the position as evidenced by the current base monthly salary, the schedule chosen, the number and type of exercises, and the number of candidates. A full assessment center can accommodate up to 6 or 8 candidates per day depending on these variables. This service is available to you in 2024. Please contact our office for a quote.

Additional Costs: PST's actual costs incurred for travel, meals, lodging, parking, tolls, and other related expenses are additional. Mileage will be charged at the current federal standard mileage rate per mile. A 4% surcharge is added to these expenses to cover administrative fees. Washington State sales tax is NOT charged.

Invoicing. PST will generally invoice the agency within 30 days of the work being completed.

Credit Card. A three percent (3%) fee will be added at the time of payment made using a credit card to cover processing fees.

TERMINATION OF THIS PROJECT

Final versions of test documents and candidate counts requested must be confirmed no later than two weeks prior to the test date. Without confirmation, test dates may be postponed, and original candidate counts invoiced. PST and the agency acknowledge that either party may terminate this project at any time with or without cause. Upon termination, the City shall be liable for the amortized remainder of the professional fees, if any, from the effective date of the termination notice based on the percentage of completion of duties listed above. In the event of a lengthy postponement, PST may also submit a partial invoice based on the percentage of work completed. Also fully reimbursable in this event, are all travel expenses already incurred, if any. These include mileage, ferry, hotel, meals, parking, and tolls. If a termination or postponement occurs, both parties will agree on the fees.

ADDITIONAL TESTING COMPONENTS, SERVICES & PROFESSIONAL FEES¹

Assessment centers developed by PST are not “off the shelf” products and are highly customized for the client agency. Our testing model also includes options the city may wish to consider.

- A. **Additional Candidate Orientation Workshops**: One virtual candidate orientation workshop is included for each assessment center. Sometimes, clients want the Candidate Workshop open to all employees who are interested in preparing for a promotional opportunity.

Fee: \$500 each session

- B. **Work Performance Rating**: A PST-exclusive product that is a unique method to objectively incorporate the candidate’s prior work performance into the promotional testing process. Clients who add this testing element give remarkably high feedback. This is separate from our assessment center exercises and clients determine the weight of this testing component in the testing process. This one-day-long process uses evidence provided by documentation, and a facilitated discussion with all the candidate’s supervisors to place objective scores on five performance dimensions.

For example, the first line supervisor dimensions are:

- a. Demonstrates Ethical Behavior
- b. Demonstrates Agency’s Mission & Values
- c. Quality of Work
- d. Quantity of Work
- e. Demonstrates Leadership

A weighting process determines the importance of the individual performance dimensions. Clients often find that this process has collateral benefits for the involved supervisors and is a positive experience for the leadership team.

WPR Professional Fees

- One Day event: \$2,200
- Two Day event: \$3,700

¹ **Additional Costs:** PST’s actual costs incurred for travel, meals, lodging, parking, tolls, and other related expenses are additional. Mileage will be charged at the current federal standard mileage rate per mile. A 4% surcharge is added to these expenses to cover administrative fees. Washington State sales tax is NOT charged.

- C. **Semi-Customized Written Examination for Washington State Law Enforcement or Operations Supervisor/Manager:** A 100-item, multiple-choice, semi-customized written examination. Source materials include current leadership books and texts (request current list), 6 to 18 months of WSCJTC Law Enforcement Digests (LEDs), and 25 questions from the agency's critical policies. This test is specifically valid for Washington State; for a law enforcement or Corrections supervisor/manager and to your agency. PST generally needs at least four weeks to develop this product. A minimum of four (4+) weeks of study time is highly recommended.

What PST does:

- Provides 75 multiple choice questions from the textbook, legal updates, and/or LED's.
- Develops 30 questions from the agency's critical policies.
- Creates a draft test booklet for pilot testing by the agency.
- Creates the final test booklet and the scoresheet, makes copies for all the candidates, and ships them to the agency before the administration date.
- Scores the answer sheets, conducts an item analysis and sends the results to the agency.

What the agency does:

- Announces the test to the candidates, provides the source material to the candidates, and arranges for the site.
- Specifically identifies the critical policies that will be tested and sends those to PST.
- Determines the span of time for the material from the Legal Updates/LEDs (most clients choose 6-12 months).
- Reviews the policy questions, selects 25 for the test, and verifies the answers.
- Pilot tests the examination if desired.
- Administers the test. PST can proctor the test at an additional cost.
- Sends the answer sheets to PST for scoring.
- Receives the scores and the analysis of the answers. The agency decides if questions should be eliminated; and
- Notifies the candidates of their scores.

Fee: \$1990 for the first 10 candidates (minimum charge); \$190 for each additional candidate

- D. **Customized Promotional Written Examination:** A 100-item multiple-choice, test uniquely customized written examination that is developed from source material provided by the agency. The agency's Subject Matter Expert(s) (SMEs) are used to validate the test. PST needs 10 weeks to develop this product. *The final version must be authorized by SME no later than three weeks prior to the test date.*

Fee: \$3,950

- E. **Supervisory Skills & Abilities Promotional Test (SSA)** The SSA is a 3-part event where each candidate spends 60 minutes before a single panel of 4 or 5 assessors and experiences mini-exercises. The SSA is generally conducted for **4 or 5 candidates (or less)** and is intended only to rank order the candidates. The typical SSA events include (a) a structured interview; (b) an in-basket exercise where the candidate prioritizes a simulated in-box following their days off and prioritizes and explains to the assessors the decisions they made and why they made them; and (c) a critical thinking exercise where the candidate is provided a series of events that a first line supervisor would face and asked how they would respond. Some customization is available and multi-day testing is an option.

What is different from an assessment center? Three mini-exercises, fewer assessors, no role player or written exercises, no job task analysis or weighting the dimensions, fewer dimensions are scored, no candidate feedback, and no candidate orientation workshop are included in the price.

Fee*: \$5,000 for up to 5 candidates, plus \$1,900 for each additional day of up to 5 candidates each day

- F. **Command Skills & Abilities Promotional Test (CSA)** The CSA is a four-exercise testing process conducted in front of a single panel of assessors, where each event is intended to assess the different skills and abilities of the candidate. The four parts are: (1) Presentation of Expectations where the candidate describes their expectations of subordinates as if they are the Command Officer and the assessors are their subordinates; (2) In-Basket with On-Demand Writing where the items in the In-Basket are command level issues of budget, labor, personnel, and community topics; (3) Three Practical Scenarios that are field events or organizational scenarios that a command level member would typically be expected to handle and (4) Two Case Studies where the candidate researches and writes a two-page memo about each topic before test day and makes a presentation at the test event. The candidates generally have 90 minutes to prepare and then spend 90 minutes with the assessors who have specific expectations for each part identifying how a strong candidate should perform.

Assessors and Scoring: Four assessors are needed, and they are trained in the morning and will use PST-supplied laptops. They use a precision scoring model for each behavioral dimension. The assessor's scores are averaged for each behavioral dimension. The results are a ranked list provided to the client at the end of the test.

What is different from an assessment center? Fewer assessors, no job task analysis or weighting of the dimensions, fewer dimensions are scored, no candidate feedback document, and no pre-test candidate orientation workshop are included.

Fee*: \$5,500 for up to 4 candidates, plus \$1,900 for each additional day of up to 4 candidates each day.

- G. **Onsite Written Examination Proctoring:** Onsite written examination proctoring is available at \$100 per hour for each PST staff person required plus staff travel & per diem expenses.

H. **Performance Profiles Indicator (PPI)**. The PPI is a DISC-type of assessment that reveals a candidate's job performance and aspects of their personality that could impact their manager, coworkers, and team. It measures a candidate's motivational intensity and behaviors related to productivity. Two reports are generated: one for the employer and one for the candidate. Clients often use this tool to help identify who is the best "fit" for the position, and when it is coupled with the post-test comments from the assessors, these provide the foundation for a great career development conversation.

Fee: \$199 per candidate.

I. **Profiles XT Job Match**. The ProfileXT is a state-of-the-art occupational assessment tool used to measure how well an individual fits a specific job in your organization. The job-matching feature enables you to evaluate an individual relative to the qualities required to successfully perform in a specific job. Through job analysis and other features, a model is created. When your candidates complete this assessment, their individual results are compared to the model, and you are provided a detailed report on how the candidate compares to your model (%).

Fee: \$225 per candidate.

J. **Additional Meetings**. One virtual or on-site meeting is included in the package of services once the proposal is accepted and signed. Two additional virtual meetings may be held at no charge.

Additional on-site meetings: **Fee:** \$125 per hour (including travel time) plus travel expenses.

Additional virtual meetings: **Fee:** \$100 per hour

K. **Invoicing**. PST will generally invoice the agency within 30 days of the work being completed.

L. **Credit Card**. A three percent (3%) charge will be added at the time of payment made using a credit card to cover processing fees.

M. **Termination or Postponement of Projects**.

Final versions of test documents and candidate counts requested must be confirmed by the Subject Matter Expert (SME) or agency contact no later than two weeks prior to the test date. Without confirmation, test dates may be postponed, and original candidate counts may be invoiced.

PST and the agency acknowledge that either party may terminate this project at any time with or without cause. Upon termination, the City shall be liable for the amortized remainder of the professional fees, if any, from the effective date of the termination notice based on the percentage of completion of duties listed above. In the event of a lengthy postponement, PST may also submit a partial invoice based on the percentage of work completed. Also fully reimbursable are all travel expenses already incurred, if any. These include mileage, ferry, hotel, meals, parking, and tolls. In the event of a termination or postponement, both parties will agree on the fees.

Please use this page to indicate what services you have selected for this process.

**City of Everett Police
LIEUTENANT**

PROMOTIONAL TESTING SERVICES DESIRED IN THIS AGREEMENT

☐ **Additional virtual Candidate Workshop - \$500**

(one virtual candidate workshop is included with an assessment center)

☐ **Work Performance Rating**

☐ **One Day: \$2,000**

☐ **Two Days: \$3,500**

☐ **Semi-Customized Written Examination for Washington Law Enforcement/Operations
Supervisor/Manager - \$1990 for the first ten candidates; \$190 for each additional candidate**

☐ **Fully Customized Written Examination for Washington Law Enforcement/Operations
Supervisor/Manager - \$3,949**

☐ **Send final written test materials to:**

☐ **Supervisory Skills & Abilities Promotional Test.
\$5,000 for up to 5 candidates, plus \$2,000 for each additional day; up to 5 candidates each
day
Number of Candidates? _____**

☐ **Command Skills & Abilities Promotional Test.
\$5,500 for up to 4 candidates, plus \$2,000 for each additional day; up to 4 candidates
each day
Number of Candidates? _____**

☐ **Other (please describe): _____**

Agreement & Acceptance

Please send your formal acceptance of this proposal by email, fax, or mail to:

Public Safety Testing, Inc.

Attn: Jim Nelson

20818-44th Ave W., Suite 160

Lynnwood, WA 98036

Email: Jim@PublicSafetyTesting.com

FAX: 425.776.0165

This proposal is valid for 90 days and should generally be accepted and returned to PST at least eight weeks before the mutually agreed upon promotional testing date(s).

Agreement & Acceptance:

CITY OF EVERETT, WA

PUBLIC SAFETY TESTING, INC.

By: _____



Print: _____

Jon F. Walters, Jr.

Its: _____

President

Address: _____

20818 – 44th Ave W, Suite 160

Lynnwood, WA 98036

Phone: _____

425.776.9615

Date: _____

September 28, 2023

Billing Information: *(Please complete if different from the contact information above)*

Billing Contact Name: _____ Title: _____

Address: _____ City/State/Zip: _____

Telephone: _____ Email: _____

Invoice Preference (select one):

☐ US Postal Service mail

☐ Electronic billing via email @ _____











Everett PD Lieutenant Promotional Testing_November 2_2023_SD

Final Audit Report

2023-11-14


Created:	2023-11-03
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjtrsIBUFxA0qWlqtuiDgn6OOEvAb1Cs2

"Everett PD Lieutenant Promotional Testing_November 2_2023_SD" History


-  Document created by Marista Jorve (mjorve@everettwa.gov)
2023-11-03 - 10:25:43 PM GMT
-  Document emailed to Chelan Robbins (crobbins@everettwa.gov) for approval
2023-11-03 - 10:26:16 PM GMT
-  Email viewed by Chelan Robbins (crobbins@everettwa.gov)
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-  Document approved by Chelan Robbins (crobbins@everettwa.gov)
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-  Document emailed to jim@publicsafetytesting.com for signature
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2023-11-09 - 8:53:38 PM GMT
-  Document signing delegated to jon@publicsafetytesting.com by jim@publicsafetytesting.com
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-  Document emailed to jon@publicsafetytesting.com for signature
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-  Email viewed by jon@publicsafetytesting.com
2023-11-14 - 4:55:14 PM GMT
-  Signer jon@publicsafetytesting.com entered name at signing as Jon F. Walters, Jr.
2023-11-14 - 4:57:59 PM GMT

 Document e-signed by Jon F. Walters, Jr. (jon@publicsafetytesting.com)


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 Agreement completed.

2023-11-14 - 11:57:24 PM GMT