

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Kristen Bennett, Civil Service Commission Secretary

DATE: *January 13, 2025*

SUBJECT: **AGREEMENT** re: Entry & Lateral Sheriff's Deputy and Corrections Officer Eligibility Testing for Jefferson County Sheriff's Office Recruitment; In the Amount of \$1,828 with a 4% increase beginning January 1, 2026; Jefferson County Civil Service Commission; Public safety Testing, Inc.

STATEMENT OF ISSUE:

Jefferson County contracts with Public Safety Testing, Inc, to provide recruiting and pre-employment testing services for Entry and Lateral Sheriff's Deputies and Corrections Officers; the contract is expiring.

ANALYSIS:

The recruiting process for Entry and Lateral Sheriff's Deputies and Corrections Officers requires an objective process for pre-employment testing process that includes written tests and physical agility tests. Because the recruiting process is so competitive, it is also important to attract as many potential applicants as possible. Public Safety Testing, Inc, provides an objective testing platform that reaches applicants in the Western United States.

FISCAL IMPACT:

The Jefferson County Sheriff's Office will pay \$1,224 annually with a 4% increase beginning January 1, 2026, for Entry and Lateral Deputy Sheriff testing.

The Civil Service Commission will pay \$604 annually with a 4% increase beginning January 1, 2026, for Entry and Lateral Corrections Officer testing.

RECOMMENDATION:

Approve the Agreement re: Entry & Lateral Deputy and Corrections Officer Eligibility Testing for Jefferson County Sheriff's Office Recruitment, in the amount of \$1,828 with a 4% increase beginning January 1, 2026 and renew annually until December 31, 2029; Jefferson County Civil Service Commission; Public Safety Testing, Inc.

REVIEWED BY:


Mark McCauley, County Administrator

1/9/25

Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Public Safety Testing Contract No: CSCPST25

Contract For: Entry and Lateral Deputy and Corrections Eligibility Testing Term: 01/01/2025-12/31/2029

COUNTY DEPARTMENT: Civil Service Commission
Contact Person: Kristen Bennett
Contact Phone: 360-385-9147
Contact email: kbennett@co.jefferson.wa.us

AMOUNT: \$1,828 w/ 4% increase annually

Revenue: _____

Expenditure: _____

Matching Funds Required: _____

Sources(s) of Matching Funds _____

Fund # _____

Munis Org/Obj _____

PROCESS:

☐ Exempt from Bid Process
☐ Cooperative Purchase
☐ Competitive Sealed Bid
☐ Small Works Roster
☐ Vendor List Bid
☐ RFP or RFQ
☐ Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐ N/A: ☒

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐ N/A: ☒

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 1/9/2025.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 1/9/2025.
Thank you for adding the end date on the term.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL



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 Jefferson 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: Jefferson County, WA

POSITIONS: The following positions are included in the fee structure in Attachment A (Subscriber may post any or all positions in a category at no additional charge):

- Law Enforcement Officer (entry-level and/or BLEA certified and/or lateral)
- Corrections Officer (entry-level and/or lateral)

COMMENCEMENT DATE: January 1, 2025

PROFESSIONAL FEES: Professional fees are described in Attachment A, which are incorporated herein by this reference.

Each annual renewal beyond the initial term includes a 4% increase in fees described in Attachment A.

TERM: This agreement is for an initial one-year term and will automatically renew annually until December 31, 2029, unless either party provides a 60-day notice as outlined in Section 7.

1. Description of Basic Services. This Agreement begins on the Commencement Date as noted on page one (1) of this Agreement or the date last signed by both parties if no Commencement Date is indicated. The Contractor will provide the following services to the Subscriber:

- 1.1 PST website outreach, basic 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 authorized 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, through a network of partner gym and fitness facilities, and through the Contractor's online, virtual in-home testing program (V-PAT).
- 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%.
- 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) and Attachment A 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 a 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 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 is for an initial one-year term and will automatically renew annually until December 31, 2029, unless either party provides a 60-day notice as described below.

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 _____, 2024.

JEFFERSON COUNTY, WA

By: _____ DATE: _____

Print: _____

Its: _____

Contact: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Email: _____

Invoicing Preference (select one):

- ☐ US Postal Service Mail
☐ Electronic via Email @

Subscriber's Contact & Address for Billing:

(Please complete if different from contact information above)

Contact: _____

Title: _____

Agency: _____

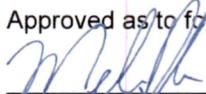
Address: _____

City/State/Zip: _____

Telephone: _____

Email: _____

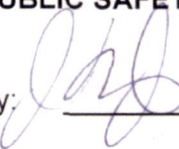
Approved as to form:


Melissa Pleimann
Civil Deputy Prosecuting Attorney

01/09/2025
Date

Subscriber Agreement
Jefferson County, WA 2025-2029

PUBLIC SAFETY TESTING, INC.

By:  DATE: January 8, 2025

Print: Jon F. Walters, Jr.

Its: President

Jon Walters

20818 – 44th Ave. W., Suite 160

Lynnwood, WA 98036

425.776.9615

jon@publicsafetytesting.com

Agency Recruiter:

Name: _____

Title: _____

Email: _____

Agency Hiring Representative/Supervisor:

Name: _____

Title: _____

Email: _____

Chief or Agency Director:

Name: _____

Title: _____

Email: _____

ATTACHMENT -A-



PROFESSIONAL FEES

SERVICE	FEE	NOTE
PST Annual Agency Subscription: Law Enforcement Officer Testing Corrections Officer Testing	\$1,224 \$604	Base annual subscription rates. The subscription rates will increase at 4% annually beginning January 1, 2026.
Recruiting at PST Written Exam Events (if conducted by Subscriber) (Department pays candidate's fee to add department to their list of agencies)	Current Rate Per candidate \$13	Includes those candidates that add Jefferson County to their candidate list following your recruitment effort at an in-person or virtual written exam session. For virtual exam events, Subscriber will submit a ~60-second video. If Agency elects to exercise this option, Agency will be invoiced based on the rate for "New Agency Add-on Fee" listed in the current PST pricing chart .
If Subscriber elects to pay candidate test fees upfront, Subscriber will notify PST in writing. The Subscriber will be invoiced only for those who attend their written exam or event. Law Enforcement written exam & Physical Ability Test (PAT) events that do not occur on the same day as the PST in-person written exam Corrections written test & Physical Ability Test (PAT) events that do not occur on the same day as the PST in-person written exam	Current Rates Per candidate \$62 (written) \$33 (PAT) \$44 (written) \$33 (PAT)	Subscriber agrees to pay candidate testing fees under circumstances such as a verifiable financial hardship, subscriber-requested coupons to distribute, discounts offered by the Subscriber, etc. Each will be pre-approved and agreed to by the Subscriber. When the Subscriber pays for a candidate's test fee, the Subscriber agency is removed from the candidate's pricing matrix so that the Subscriber is not subsidizing the candidate testing for other non-Subscriber agencies. The candidate will pay if they choose to test for any other agency besides the Subscriber. If Agency elects to exercise this option, Agency will be invoiced amount based on the testing fees for a single agency listed in the current PST pricing chart .