CITY OF SULTAN
AGENDA ITEM COVER SHEET

Date: November 8, 2007

Agenda Item #: C-6
SUBJECT: Public Safety Testing

CONTACT PERSON: Cindy Broughton, Civil Service Commission Chairperson

ISSUE:
The issue before the Council is to authorize the Mayor to sign an agreement (Attachment A) with Public Safety Testing to provide pre-employment testing for police personnel. Public Safety Testing is a company that began 7 years ago introducing a new pre-employment testing system that is now known as Public Safety Testing. In 2001 they began with about 20 police and fire departments in Washington and now are working with more than 160 fire service, law enforcement, corrections and dispatch agencies in 3 states. Their renewal rate for subscriber agreements is approximately 95% and they have expanded their services (at agency requests) to background investigations, psychological evaluations and polygraph examinations.

SULTAN CIVIL SERVICE COMMISSION RECOMMENDATION:
Motion to direct Mayor Tolson to sign the agreement with Public Safety Testing to provide pre-employment testing for police personnel in the Sultan Police Department.

SUMMARY STATEMENT
The Sultan Civil Service Commission has done extensive research on this and other companies that offer Police Testing Services. In September, Interim Police Chief Larry Marshall attended the Civil Service Conference and spoke directly to representatives of Public Safety Testing and determined that using this company for the Sultan Police Department's hiring needs is the most cost effective.

Subscription with the company is $500 per year that includes:
1. Written Test
2. Physical Agility Test
3. Rank Order

Other services the company offers at <u>additional costs</u> include:
1. Background Check
2. Polygraph
3. Psychological Test

FISCAL IMPACTS: $500 per year for testing plus costs of
- Background Check
- Polygraph
- Psychological Test

There are funds identified in the 2008 Civil Service Budget to pay for this service.

ALTERNATIVES:

1. Direct the Mayor to sign the agreement with Public Safety Testing and receive experienced pre-employment service.
2. No Action – The Civil Service Commission then would need to educate and train the secretary to be Chief Examiner at an unknown cost to the City and risk liability in pre-testing and hiring police department personnel.

Recommend Motion:

I move to authorize the Mayor to sign an agreement with Public Testing to provide pre-employment testing for police personnel in the Sultan Police Department.

Public Safety Testing

COPY

September 5, 2007

Dear King County Zone 1 Fire Chief:

Nearly seven years ago we introduced a new pre-employment testing system that we know as Public Safety Testing (PST). We outsourced many of the initial candidate application processing and testing functions traditionally conducted at the local government level – the first private service of this type and scale that we could find anywhere. About 20 police and fire departments in Washington began as "charter subscribers" in 2001 and we have since grown to working with more than 160 fire service, law enforcement, corrections and dispatch agencies in three states. We are working on expanding to other states as well. The renewal rate for our subscriber agreements is approximately 95% and we have expanded our services (at agency requests) to background investigations, psychological evaluations and polygraph examinations. We have worked very hard to be responsive to agency needs and have improved our services considerably since we began thanks mostly to agency and applicant input.

We knew it was only a matter of time and earlier this year a local competitor arrived. National Testing Network (NTN) (based in Everett, WA) offers services and a process very similar to ours. Unlike our firm, they have purchased the CPAT equipment and have a CPAT facility at their location. We have closely examined that option over the years and concluded that while it had some advantages, the overall costs (to applicants and agencies) did not appear to be a wise business decision.

While NTN's services may appear to be similar to ours, there are some significant differences as well. Most notably are the fees charged to applicants and the testing site locations. An applicant's only option is to test at NTN's Everett location for the written examination, CPAT orientation, CPAT practice test and the CPAT test itself. This year alone, we have offered written exams at multiple locations throughout Washington and in Idaho, Alaska and California. We offer the CPAT orientation and CPAT practice tests in both Western and Eastern Washington. NTN requires the applicant to attend these sessions solely at their Everett site.

Late last year, the IAFF and EEOC mandated new CPAT requirements -- a candidate must be offered the opportunity to attend two (2) CPAT orientations and two (2) CPAT practice tests. In October 2006 I attended a Zone 1 Chief's meeting to present these impacts. We discussed a number of options as to how to deal with the significant cost increase associated with these new requirements including increasing candidate CPAT fees to $125, keeping as-is ($69) and having agencies and PST absorb the costs, or a combination of both. The unanimous decision of the chiefs was to keep the CPAT fees at $69 as you did not want the candidate's fees raised. Based on that meeting, and meetings with fire departments we work with across the state, we charge a candidate $69 to attend two (2) orientations, two (2) practice tests and the CPAT itself. ***National Testing Network, for the same services, charges candidates $195***.

In addition, the exams that we utilize are different. NTN uses the Ergometrics' video exam and we administer I/O Solutions' National Firefighter Selection Inventory (selected by Chicago last year after an independent review of available entry firefighter exams on the market). Two WA fire departments that had previously utilized the video exam and are now working with us have commented favorably on the quality and diversity of the applicants (if interested, please contact me for reference information) utilizing our system. I would also welcome a comparison of examination statistics and recruiting, advertising, and outreach efforts between our firms.

20818 44th Ave W., Suite 160, Lynnwood, WA 98036
425.776.9615 Fax 425.776.0165 1.866.HIRE-911
www.PublicSafetyTesting.com

New System. Better Results. Total Package.

I know that you may be considering your testing options at this time. For those agencies that we currently work with we are grateful for the opportunity and want to continue to do so. For those Zone 1 agencies we haven't had the privilege to serve, we would value the chance to do so.

I would appreciate the opportunity to meet with you (either individually or as a group) to discuss any issues in more detail or how we can modify our services to better serve you if that would be of interest (for example, if you need candidate names more than twice per year there are ways to accomplish such). Please do not hesitate to contact me for any reason whatsoever.

Best regards,

Jon F. Walters
President

	NATIONAL TESTING NETWORK	PUBLIC SAFETY TESTING
Testing Location	One location - candidate's only choice is to travel to Everett, WA to test for both exam and CPAT events.	Multiple & frequent written testing locations in 2007 in four (4) states (WA,ID, AK, CA). CPAT orientations & practice tests offered in Western & Eastern Washington locations.
Examination	Video-based test developed by Ergometrics.	Validated written exam developed by I/O Solutions. Exam selected by City of Chicago, IL after independent research to find the "best" firefighter test in the nation. This type of exam also recommended by US Department of Justice as a high predictor of job success and no adverse impact on protected classes
Background Investigation Services	No	Yes
Psychological Evaluation Services	No	Yes
Candidate Fee – Written Exam	1 agency: $40 2 agencies $47 4 agencies: $61 7 agencies: $82	1 agency: $44 2 agencies $44 4 agencies: $59 Consortium (7 agencies): $74
Candidate Fee – CPAT Orientation #1	Free	Free
Candidate Fee – CPAT Orientation #2	Free	Free
Candidate Fee – CPAT Practice Test #1	$35	Free
Candidate Fee – CPAT Practice Test #2	$35	Free
Candidate Fee – CPAT Test	$125	$69
TOTAL CANDIDATE CPAT FEES	**$195**	**$69**

C: PST-Agency Contacts for Zone 1 Departments

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City drops firefighters' entry test

By Jake Wagman
ST. LOUIS POST-DISPATCH
Thursday, Sep. 06 2007

St. Louis — Hundreds of aspiring firefighters failed an entrance exam this summer because they could not answer basic math and reading questions, according to the city's personnel chief.

More than 70 percent of about 1,350 applicants failed the test, said personnel director Richard R. Frank. The city plans to scrap the results of the exam and retest all of the applicants at a later date.

That decision comes amid simmering tension in the department over another exam, the promotional test for existing firefighters, that was the subject of a prolonged federal lawsuit alleging racial bias.

"The last thing I want to do is use some examination that is going to be so controversial that it lands us in court again," Frank said Wednesday.

He said he had thrown out the entrance exam because he could not rely on a test where more than seven out of 10 applicants failed.

Even so, Frank added, the results seem to confirm a larger trend affecting the municipal work force.

"We're learning that many, many job applicants are coming to the job without basic skills," Frank said. "The schools are doing a questionable job of preparing people."

The July test was the first part of an entrance exam that applicants must pass before qualifying to take a physical performance test. Candidates who pass both phases, plus a background and medical screening, are eligible to become fire privates, the lowest rank in the department.

But, Frank said, the vast majority of applicants taking this year's test did not fare well enough on the reading comprehension or arithmetic questions to advance.

"They obviously could not read and respond to the questions appropriately," Frank said.

The city typically does not release test questions, but Frank offered one problem that he said would be similar: Assume a length of hose is 30 feet long. A fire is 90 feet away. How many lengths of hose are needed to reach the fire?

"We're talking about elementary level skill," Frank said.

Frank said he did not have immediately available the passage rates for previous entrance exams. But he said the makers of the test, a company called Ergometrics, told him that the city's failure rate was "unprecedented."

This is the first time the city used Ergometrics, based near Seattle. Fire

Chief Sherman George suggested using the firm, Frank said.

George declined to answer questions about the entrance exam.

Ergometrics was founded in 1980 and produces entry-level exams for a wide range of jobs, from prison guards to bank tellers. The company did not answer repeated requests for comment on Wednesday.

The city spent about $62,000 for the exam from Ergometrics, Frank said. City officials are now looking for another test provider to supply a new entrance exam.

Last week, all of the applicants who took the entrance exam were sent a letter saying they would have to take the test again "due to the extremely high failure rate." The applicants were not told if they passed or failed.

The prospect of sitting through another three-hour exam riles some applicants who thought they did well.

Tad Behrmann, 27, took the test along with his brother and some friends. He described the exam as "extremely rudimentary."

"If there was a huge failure rate, then why not just let these people who failed fail?" Behrmann asked.

That sentiment is shared by the firefighters union.

"We want the best. I don't think it's asking too much for someone to read, write and do basic math," said Chris Molitor, president of the International Association of Firefighters Local 73. "This test was designed to eliminate those people who could not perform those basic functions. It sounds to me as if the test was doing its job."

The union has sparred with Chief George over the issue of Fire Department promotions. The dispute stems from a lawsuit, filed by a group of black firefighters, that contended that the 2004 promotional tests for captain and battalion chief discriminated against African-Americans.

A judge ruled that they did not, and both the union and Mayor Francis Slay have pressured George to end his hold on the promotions. Though George has not publicly committed to making the promotions, he has begun to schedule interviews.

Capt. Addington Stewart, president of the Firefighters Institute for Racial Equality, which was part of the 2004 lawsuit, said the entrance exam is the latest example of a need for better communication from the city about testing procedures.

"This thing is not going away until we talk about how these things are being conducted," Stewart said.

jwagman@post-dispatch.com | 314-622-3580

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SPECIALIZED SERVICES AGREEMENT

WHEREAS, *Public Safety Testing, Inc.* is a skilled provider of pre-employment testing and other services to law enforcement, fire and other public safety agencies, and

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

WHEREAS, the Client desires to contract for new or additional services as set forth herein, NOW, THEREFORE

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

1. Description of Basic Services. The Contractor will provide the following services to the Client, on its request and at its direction [initial next to service(s) desired]:

____1.1 Background Investigation and Report. This service is described on the attached Exhibit A, incorporated by this reference as fully as if herein set forth.

____1.2 Polygraph Examination and Report. A certified polygraph examiner with experience in pre-employment testing of law enforcement, corrections and other public safety candidates will conduct examination.

____1.3 Pre-Job Offer Suitability Assessment and Report. A licensed psychologist with experience in pre-employment testing of law enforcement, corrections, firefighter, and other public safety candidates will conduct an assessment of normal personality traits related to the specific job.

____1.4 Post-Job Offer Psychological Evaluation and Report. A licensed psychologist with experience in pre-employment testing of law enforcement, corrections, firefighter, and other public safety candidates will conduct psychological evaluation related to the specific job.

2. Professional Fees. The following professional fees shall apply:

2.1 Background Investigation and Reporting -- See attached Exhibit A
2.2 Polygraph Examination -- $165 per candidate
2.3 Pre-Job Offer Suitability Assessment - $125 per candidate
2.4 Post-Job Offer Psychological Evaluation -- $365 per candidate

2.5 Contractor will invoice Client following completion of described services. Client will make payment within 30 days of receipt of invoice.

3. Warranties and Reservations

3.1 Each service provided pursuant to this agreement shall be conducted and provided in accordance with generally accepted practice in the relevant industry. Contractor shall comply with state and federal statute. No other warranty, express or implied, is provided by Contractor.

3.2 The Contractor shall maintain complete written records of its procedures and the Client 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.

4. 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 Client and any employee, agent or sub-contractor of the Contractor.

5. Indemnity and Hold Harmless. The parties agree and hold harmless each other, their officers, agents and employees in accordance with the following provisions:

5.1 The Contractor shall indemnify the Client from:

5.1.1 Violation of any copyright agreement or statute relating to the use and administration of the tests or other written materials herein provided for;

5.1.2 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 Client shall be relieved of any and all claims arising from or relating to such employment relationships or contracts between the Contractor and third parties;

5.1.3 The alleged negligent or tortious act of the Contractor in the provision of services under this Agreement.

5.2 The Client 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 Client or its officers, agents or employees in the provision of services hereunder.

5.3 The promises of the Client and Contractor shall include the reasonable cost of legal defense by counsel chosen by the mutual agreement of the parties hereto but shall exclude any cost, claim or liability arising from breach of this Agreement or from the negligent or tortious act of the party seeking indemnity, its officers, agents and/or employees.

6. Termination. The Contractor and the Client may withdraw from this Agreement at any time for any reason, provided, however, that the provisions of paragraphs 3.2 shall remain in full force and effect following the termination of this Agreement with respect to, and continuing for so long as the consent of the applicant tested by the Contractor remains in effect.

7. 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 _____, 20____.

CITY OF SULTAN, WA	PUBLIC SAFETY TESTING, INC.
By: _____	By: _____
Print: _____	Print: Jon F. Walters, Jr.
Its: _____	Its: President
Contact Name: _____	Jon Walters
Address: _____	20818 – 44TH Ave W, Suite 160
City/State/Zip: _____	Lynnwood, WA 98036
Telephone: _____	425.776.9615

EXHIBIT A

BASIC BACKGROUND INVESTIGATIONS

SCOPE OF WORK

1. PST discusses with department scope of work, important attributes to screen for, etc.
2. Candidate completes Personal History Statement; notarizes signatures; completes necessary waiver and notification forms; mails to PST. PST reviews information provided; PHS, etc.
3. PST conducts records/data checks
   - Records Check
   - WA Criminal history conviction information
   - Pending convictions and/or outstanding warrants
   - Federal Court Check
   - Sex Offender Registration
   - Credit Check/Prior Address History
   - SSN Verification
   - Department of Licensing Records (driver's license) (may be submitted by candidate)
4. Personal History Questionnaire (PHQ) completed by applicant at PST
5. One-on-one comprehensive in-person interview with the candidate.
6. Telephonic interview of significant references (approx 6-8 telephonic interviews). May conduct in-person interviews as requested by client agency. Second tier references also contacted.
7. Summary report to the Client
   - Summary of interviews
   - Records check reports
   - Personal History Statement
   - Personal History Questionnaire Report
8. PST meets with Client staff – debrief (optional)

CONSIDERATIONS

- Client will notify PST of any issues or other areas that they may want examined closely on any candidate.
- Client is aware that the Fair Credit Reporting Act applies to background checks conducted by third party investigators and that a candidate may have access to certain reports/records generated if an adverse employment decision is made based on the reports/records.
- PST is a licensed Private Investigator Agency with the State of Washington.
- PST will contact the Client at any point during a candidate's background investigation when potentially disqualifying information is obtained. The Client will advise PST on how to proceed at that point.
- Client will provide PST with any relevant information on each candidate, such as a copy of the Client's employment application completed by the candidate, waivers, special requests, etc.
- PST will utilize personnel with extensive background investigation and/or law enforcement investigative experience.

FEES

- Records/data checks @ $100 per candidate. Records/data checks for candidates that reside or have resided outside of the State of Washington may be higher, depending on the State.
- Personal History Questionnaire (PHQ) administration & report @ $25
- Investigative, interviews, administrative and follow-up work @ $50 per hour.
- Reimbursement for reasonable & necessary expenses related to travel, lodging, etc. Out of state travel will require prior approval from Client.

ESTIMATED PER-CANDIDATE COSTS**			
ACTIVITY	NOTES	APPROX TIME	APPROX COST
Personal History Statement	Completed by candidate & returned to PST		
Records Check	Criminal History, Pending convictions, Prior Address, Credit, SSN Verification, Sex Offender, etc		$100
Personal History Questionnaire	Self-reporting; completed at PST office; report generated		$25
Candidate Interview	Face-to-face; conducted at PST office	3 - 5 hours – includes prep time; document review; notes; interview	$150 - $250
Reference Interviews	Conducted only on significant references noted (e.g., prior employers, etc.) No less than 6 references contacted.	5 - 10 hours	$250 - $500
Reports	Summary Report for each candidate; Copy of records checks; Personal History Statement; Copy of PHQ Report;	3 – 5 hours	$150 - $250
Administrative	Appointment coordination; scheduling, logistics, phone, reproduction, reports; etc.	2 – 3 hours	$100 - $150
	Total "staff hours" per candidate	13 - 23 hours	$650 - $1,150
	Records checks & PHQ		$125
TOTAL PER CANDIDATE		$775-$1,275**	
OPTION: Pre-Job Offer Suitability Assessment		$125	
OPTION: Post-Job Offer Psychological Evaluation		$365	
OPTION: Polygraph Examination		$165	

**Evaluation of a "typical" background inquiry based on described scope of work. The actual time/cost will vary with each candidate. For example, one candidate may reveal a disqualifying issue very early in the process; whereas another candidate may require additional investigative time to fully research an issue in their background.

Public Safety Testing

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 Sultan, 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 _____ 2007. 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):

   ☐ Entry-level Police Officer personnel
   ☐ Lateral/Experienced Police Officer 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. Contractor will report "raw" test scores – 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.

   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 $500.

☐ A three-year subscription at $450 per year.

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 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.

3.6 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 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. Any and all written materials, and the standards for physical fitness testing utilized, shall comply with all applicable copyrights and laws. 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.

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.

   6.2 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 on the last day of _____ 20____. 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 _____ day of _____, 20____.

CITY OF SULTAN, WA	PUBLIC SAFETY TESTING, INC.
By: _____	By: _____
Print: _____	Print: Jon F. Walters, Jr.
Its: _____	Its: President
Contact: _____	Jon Walters
Address: _____	20818 – 44th Ave. W., Suite 160
City/State: _____	Lynnwood, WA 98036
Telephone: _____	425.776.9615