

# RESOLUTION

2016 529

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE AGREEMENT BETWEEN PUBLIC SAFETY TESTING, INC. AND BENTON COUNTY FOR CORRECTIONS CORPORAL AND SERGEANT PROMOTIONAL TESTING SERVICES FOR BENTON COUNTY CIVIL SERVICE.**

**WHEREAS**, per resolution 2012-677, "The County need not advertise or follow a formal competitive bidding procedure for service contracts (except for architectural, engineering, or design services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

**WHEREAS**, the Benton County Civil Service Commission and the Benton County Sheriff's Office is requesting promotional testing for Sheriff Corrections Corporal and Sergeants which is valid, defensible, and current with today's professional standards; and

**WHEREAS**, Public Safety Testing, Inc. develops and administers assessment center promotional testing for law enforcement agencies; and

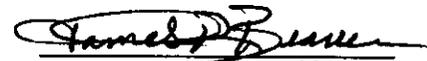
**WHEREAS**, the Benton County Civil Service Commission and Benton County Sheriff's Office recommends awarding said services to Public Safety Testing, Inc.; and

**WHEREAS**, the cost associated with the Public Safety Testing, Inc.'s development and administration for promotional testing for the Benton County Sheriff's Office shall not exceed \$10,000, which will include but not limited to fee per hour, travel, lodging, meals, mileage, etc.; **NOW, THEREFORE**

**BE IT RESOLVED**, that the Board of Benton County Commissioners authorizes the Chairman to sign the attached agreement between Public Safety Testing, Inc. and Benton County for promotional testing services not to exceed \$10,000 which will begin upon execution and will expire on September 1, 2016.

Dated this 28 day of June, 2016.

  
Chairman of the Board

  
Member

  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest.....  
Clerk of the Board



May 6, 2016

Tammy Dufault, Civil Service Chief Examiner  
Benton County  
Kennewick, Washington

**VIA Email**

Dear Tammy,

It is our pleasure to offer promotional testing services to the Benton County. Please find attached our proposal to create a written examination for Corrections Corporal/Sergeant.

The professional services to be performed, the related costs, and the County's responsibilities are outlined in the following pages.

Public Safety Testing is committed to ensuring that the written examination is valid, defensible and current to today's professional standards. Though our product has evolved from years of experience and uses contemporary professional standards, it is uniquely customized for the County of Benton through close collaboration and partnership.

Thank you for the opportunity to be of service to the County of Benton. Please contact me at 425.776.9615 (or email: [jon@publicsafetytesting.com](mailto:jon@publicsafetytesting.com) or John Gray at 425.334.8580 (or email: [johng@publicsafetytesting.com](mailto:johng@publicsafetytesting.com)) if you have any questions or need any additional information.

Best regards,

A handwritten signature in black ink, appearing to read "Jon Walters", is written over the "Best regards," text.

Jon Walters  
President



**A proposal to the  
COUNTY OF BENTON  
for creating a written examination for  
CORRECTIONS CORPORAL/SERGEANT**

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

Public Safety Testing offers to create a written examination for the County of Benton (hereinafter "County") in 2016.

**What PST Will Do To Create A 100 Question Multiple Choice Test:**

- Use the previous Corrections Corporal/Sergeant Written Examination and freshen it to current information
- Creates a draft test booklet for pilot testing by the agency:
- Creates the final test booklet and the scoresheet, and makes copies for all the candidates,
- Administers and proctors the test,
- Scores the answer sheets, conducts an item analysis and sends the results to the agency: and
- Will defend the test if needed

**What the County will do:**

- Announces the test to the candidates, provides the source material to the candidates, and arranges for the site;
- Reviews the questions and answers for correctness and clarity
- Pilot tests the examination, if desired;
- Receives the scores and the analysis of the answers. Agency makes determination and decides if questions should be eliminated; and
- Notifies the candidates of their scores.

**Indemnity and Hold Harmless**

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

1. PST shall indemnify and hold harmless the County, its employees and agents from any and all costs, claims or liability arising from:

- a. Violation of any copyright agreement or statute relating to the use and administration of the tests or other written materials herein provided for;
  - b. Any cost, claim or liability arising from or out of the claims of an employee, agent or sub-contractor to the end that PST shall be an independent Contractor and the County shall be relieved of any and all claims arising from or relating to such employment relationships or contracts between PST and third parties;
  - c. The alleged negligent or tortious act of PST in the provision of services under this Agreement.
  - d. Solely for the purposes of this indemnification provision, PST expressly waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties.
2. The County shall indemnify and hold harmless PST, 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 County in the provision of services hereunder.
  3. These indemnification provisions shall survive the expiration or termination of this Agreement.

**Termination of this Project**

PST and the County of Benton acknowledge that either party may terminate this project at any time with or without cause. Upon termination, the County 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 termination, both parties will agree upon the fees, if any.

## **PROFESSIONAL FEES**

**Semi-Custom Written Examination: \$999.00**

### **Additional Services:**

- **On-Site Meetings or Proctoring** : \$100 per hour plus travel expenses

Additional Costs: PST staff's travel, lodging and per diem expenses are additional, using the federal mileage and per diem rates for your agency's location. Currently these rates are \$0.54 per mile and \$59 per day for meals/per diem. Also, a 4% surcharge is added to actual expenses to cover state and local B&O taxes and fees. Washington State sales tax is NOT charged.

### **Agreement & Acceptance**

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

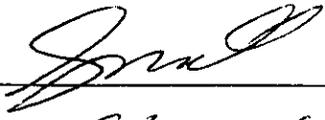
Public Safety Testing, Inc.  
Attn: Jon Walters  
20818-44<sup>th</sup> Ave W., Suite 160  
Lynnwood, WA 98036  
Email: <mailto:jon@publicsafetytesting.com>  
FAX: 425.776.0165

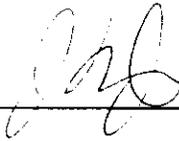
This proposal is valid until September 1, 2016 and needs to be accepted and returned to PST prior to three weeks before mutually agreed-to date that the exam is administered.

**Agreement & Acceptance:**

**COUNTY OF BENTON, WA**

**PUBLIC SAFETY TESTING, INC.**

By: 



Print: STONELL

Jon F. Walters, Jr.

Its: COMMISSIONER

President

Address: P.O. Box 190  
Drosser, WA 99350

20818 - 44<sup>th</sup> Ave W, Suite 160  
Lynnwood, WA 98036

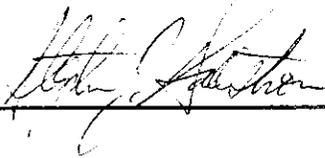
Phone: 509-786-5600

425.776.9615

Date: 6/20/16

May 6, 2016

APPROVED AS TO FORM:

, DPA 06/17/16