

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Southwest Training Consultants, LLC. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

- A. Provide an assessment center to the City of Santa Fe Police Department for the required promotional testing for the Police Lieutenants as requested by the Police Department per the POA Union Collective Bargaining agreement.
- B. Provide job and organizational analysis to the City of Santa Fe Police Department with regards to essential job function, to determine the appropriate assessment dimensions used for Lieutenant testing.
- C. Provide written test based on the job analysis and past best practices of the City of Santa Fe Police Department.
- D. Administer test and score written test once completed by applicants.
- E. Provide a candidate orientation session prior to the written test and assessment center. Provide training to assessment center proctors. Administer assessment center.
- F. Develop detailed score reports from the assessment center and provide written report to be given to the City of Santa Fe Police Chief or his designee.
- G. Exhibit A (attached hereto and incorporated herein) for further information and detail.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed thirty two thousand dollars (\$32,000), inclusive of applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the

Contractor, whichever occurs last, and shall terminate on June 30, 2021, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) Compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever

arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the

laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the

validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Police Department
2515 Camino Entrada
Santa Fe, NM 87507

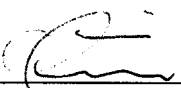
Contractor: Southwest Training
Consultants LLC
13 Calle Alfredo
Algodones, NM 87001

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:
Southwest Training Consultants LLC


BRIAN K. SNYDER, CITY MANAGER

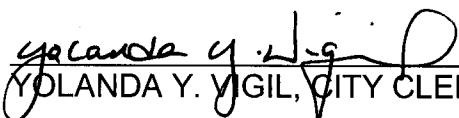
 owner
NAME & TITLE

DATE: 03/21/2018

DATE: 3-28-18

ATTEST:

CRS# 03-279937-00-3
City of Santa Fe Business
Registration # 18-00142874


YOLANDA Y. VIGIL, CITY CLERK

all

APPROVED AS TO FORM:

 1/22
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 3-21-18
ADAM K. JOHNSON, FINANCE DEPARTMENT

ML
V

12057.510310
Business Unit Line Item



Santa Fe Police Department
2515 Camino Entrada
Santa Fe, NM 87507
Attn: Deputy Chief Andrew Padilla

January 18, 2018

Deputy Chief Padilla,

Southwest Training Consultants LLC. (SWTC) is honored to have been invited to submit this proposal for the upcoming SFPD Lieutenants Promotional Process tentatively scheduled for Monday, March 12, 2018. Our goal is to provide Santa Fe Police Department with an ethical, non-biased process that will test the candidates on his/her knowledge of practical, prudent, and relevant material. We will base the exam and assessment on the needs of the department and focus on areas that are of most concern. We look forward to working closely with your staff to meet your expectations for this process.

SWTC is able to provide a range of testing possibilities for your department. The following are what we can provide ranging from but not limited to:

Assessment Options:

1) Written Exam:

- a. Prepare a multiple choice written exam with questions ranging from 25 - 50
 - i. Test will encompass:
 - 1 New Mexico State Statutes
 - 2 Union Contract
 - 3 City Ordinance

2) Scenarios:

- a. Citizens Panel – Members of various groups such as Neighborhood Watch, CYFD, SANE, LEA and others will ask questions concerning the Santa Fe PD and their possible recommendations?
 - i. We will evaluate the candidate's ability to handle questions effectively, his/her leadership skills, communication skills, and ability to control their environment.



- b. Criminal Strategy – Candidate will address problem areas in the city such as but not limited to, high burglary areas, DWI concerns, High drug area etc.
 - i. The candidate will be evaluated on their ability to effectively address the problem or area of concern. Their ability to think outside the box and be innovative.
- c. Problem Employee/ Discipline – Candidate will address a continuing problem with an employee. He/she will be tasked with following policy and completing the appropriate documentation for the event.
 - i. The candidate will be evaluated on his/her ability to identify the problem, address the problem, and his/her knowledge of the process.
- d. Evidence – The candidate will be given multiple items of evidence and will have to handle the input of said evidence into the vault.
 - i. The candidate will be evaluated on his/her knowledge of policy, and ability to identify and correct errors with submission.
- e. In-Basket – The candidate will be given an In-Basket Exercise, candidate will be challenged regarding the day to day operations of a Lieutenant of the Santa Fe Police Department.

We will run the process in the format of your choosing. The following are two options:

- 1) Day in the life of – We would run the process as if it were a part of the candidates day. He/she would show up and be given a guide as to how the next portion of his/her shift would go. During that shift the candidate would be confronted with different scenarios in which they will be evaluated on.
- 2) One at a time – The candidates would be directed from one phase to another based on what scenarios were used for the evaluation process.

With both formats the candidate would be audio recorded from beginning to end, and each candidate would receive the same format and time for each scenario.



SWTC will prepare all phases of the process.

Items to be determined:

- i. Length of process
- ii. Scenarios
- iii. Elements of each scenario to include benchmarks for evaluation.

We will work with SFPD Staff to identify a location and required equipment needed to facilitate assessment. We will provide proctor(s), evaluators, and a lead facilitator for the process. We will provide an excel spreadsheet documenting the progress of each candidate, and provide written and recorded documentation from each candidate. Lastly, we will provide snacks for participants, and proctors during the process.

We anticipate putting in a significant amount of time to accomplish the best process for the Santa Fe Police Department. Based on the estimate of over 300 hours and any costs incurred for equipment we have provided the following quote for rendering services.

Compensation

Promotional Process	\$ 8,000.00
Total	\$ 8,000.00

Collectively, the staff at SWTC has over 20 years of experience working on promotional process. We are confident in our ability to provide you with a great product, and we look forward to assisting you in this endeavor.

Upon your review of the document and approval we will hold this as the contract for services.

_____	_____	_____
Department Signed	Title	Date
_____	_____	_____
SWTC Signed	Title	Date