

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Fire & Police Selection, Inc., hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work:

The Contractor shall provide services as described in Exhibit A, which is attached hereto and made part of this Agreement. The Contractor shall develop and provide Santa Fe Fire Department (SFFD) with a valid evidence-based and customized:

- 1) Physical Ability Test (PAT) for the entry level position of Firefighter in the SFFD, and
- 2) Annual or Bi-annual PAT for incumbent employees in firefighting positions.

During the development process, the Contractor will attempt to include no fewer than the eleven (11) "template" events described in Exhibit A, but may include less as determined based on the validation process. The process for developing and validating the PATs will be as described in Exhibit A. The Contractor shall also provide:

- 1) A Test Administration Handbook that can be used by SFFD test proctors to set-up and construct props, instruct applicants, score results and otherwise administer all aspects of the PATs.
- 2) A customized cut-off time and Content Validity Report, as those terms are generally understood in the test validation industry and under law, for both PATs.

The SFFD will assist the Contractor in the development and validation of the PAT by providing a list of relevant incumbent employees for random sampling and arranging for their participation in the development and validation process. Work for the PAT shall commence on the date mutually agreed upon by SFFD and the Contractor and shall occur on a timeline of approximately three-to-four months.

B. **Performance Measures.**

Contractor shall substantially perform the following Performance Measures:

- 1) The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.
- 2) 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.

The receipt of the deliverables contemplated under this Agreement shall assist the City in obtaining its goal(s) as set forth in its Strategic Plan.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed a sum not to exceed fifteen thousand dollars (\$15,000) inclusive of applicable gross receipts taxes. The Contractor shall be paid for the first one-half of the total contract amount upon delivery of the Test Administration Handbook and the final one-half of the total contract amount upon delivery of the Content Validity Report and PAT cutoff recommendations. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements of services completed. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$15,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2019 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole

liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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 state vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. **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.

11. **Product of Service – Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. **Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed

circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance. 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.

20. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

21. Indemnification.

The Contractor will at all times operate in a professional manner to provide the highest quality of service possible. However, no other warranty or representation, either expressed or implied, is included in the consulting work product. The parties agree that the aggregate liability of the Contractor's and any other persons or entities arising from performance of this Agreement on account of any and all injury or damage to person or property, any defect, error, omission, or professional negligence, including cost of defense and attorney fees, will be limited to a sum not exceeding the contract value. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Attn: Carlos Nava / Santa Fe Fire Department
 PO Box 909
 Santa Fe, NM 87504
 rcnava@santafenm.gov

To the Contractor: Stacy L. Bell, M.S. / Fire & Police Selection, Inc.
 193 Blue Ravine Road, Suite 270
 Folsom, CA 95630
 stacy@fpsi.com

25. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:



ERIK LUTZENBERG, CITY MANAGER

DATE: 10/17/16

CONTRACTOR:

Fire & Police Selection, Inc.

See Attached


NAME AND TITLE

DATE: _____

CRS# 03-411313-00-4

Registration # 18-00153065

ATTEST:



YOLANDA Y. VIGIL
CITY CLERK

24. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Attn: Carlos Nava / Santa Fe Fire Department
PO Box 909
Santa Fe, NM 87504
rcnava@santafenm.gov

To the Contractor: Stacy L. Bell, M.S. / Fire & Police Selection, Inc.
193 Blue Ravine Road, Suite 270
Folsom, CA 95630
stacy@fpsi.com

25. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:


ERIK LITZENBERG, CITY MANAGER

DATE: 10/17/18

CONTRACTOR:

Fire & Police Selection, Inc.


STACY L. BELL

DATE: 11-1-18

CRS#03-411313-00-4

Registration # 18-00153065

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

 
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

 
MARY MCCOY, FINANCE DIRECTOR

22208.510300

Business Unit Line Item

Exhibit A

PAT Proposal for the Santa Fe Fire Department

May 3, 2018

Re: Proposal for Developing and Validating a Candidate and Incumbent Physical Ability Test (PAT)

Carlos Nava, Health & Safety Officer
Santa Fe Fire Department
200 Murales Rd.
Santa Fe, NM 87504

Mr. Nava:

Thank you for your interest in learning about the steps involved with developing and validating an entry-level firefighter Physical Ability Test (PAT) for Santa Fe Fire Department. Fire & Police Selection, Inc. ("FPSI") is pleased to provide you with this information and I have taken the liberty of describing the process below in detail.

FPSI has provided firefighter pre-employment selection tests and validity study services to fire departments across the country for over 20 years. Dr. Dan Biddle and Stacy L. Bell would be the lead project managers responsible for providing the products and services described in this proposal to the Santa Fe Fire Department throughout the terms of the contract. Dr. Dan Biddle is the President and CEO of Biddle Consulting Group and the President of FPSI. Dr. Biddle has his doctoral degree in Industrial/Organizational Psychology. Stacy L. Bell has served as the Executive Vice President/Principal Consultant to FPSI for the last 20 years and has her Master's Degree in Industrial/Organizational Psychology. Ms. Bell has served as the project manager, and provided services similar to those requested by the Santa Fe Fire Department, to other departments such as Rockwall FD, Kerrville FD, Lake Travis Fire & Rescue, Eagle Pass Fire Department, and Wylie Fire Department. Additionally, FPSI have provided services to large metropolitan agencies such as Baltimore City Fire Department, Long Beach Fire Department, Honolulu Fire Department, and Maui County Fire Department. Collectively, Dr. Biddle and Ms. Bell have well over four decades of combined experience in the development and validation of entry-level tests used for the selection of firefighters and police officers.

FPSI's Experience with Physical Ability Testing

FPSI is considered the *leading expert* in the area of physical ability testing for entry-level firefighters. We are the developers of the world's largest entry-level firefighter Physical Ability Test consortium, authors of dozens of articles/book chapters, and speakers at national fire conventions on the topic of entry-level firefighter PATs.



FIRE & POLICE SELECTION, INC.

193 Blue Ravine Road, Suite 270
Folsom, CA 95630-4760
phone: 888.990.3473

www.fpsi.com

Our opinion on entry-level firefighter "new hire" testing is that it is always best to use a work-sample physical ability test as opposed to a fitness (i.e., agility) test. The main reasons for this are: (1) work-sample tests provide defensible testing in a way that connects the test events to actual work behaviors performed on-the-job; (2) work-sample tests provided a realistic preview to the candidates on the types of physical work behaviors they may one day perform on the job; and (3) work-sample tests tend to have much lower levels of adverse impact against the protected classes compared to traditional fitness tests.

Section 3B of the Federal *Uniform Guidelines on Employee Selection Procedures* (1978) states:

"Where two or more selection procedures are available which serve the user's legitimate interest in efficient and trustworthy workmanship, and which are *substantially equally valid for a given purpose*, the user should use the procedure which has been demonstrated to have the lesser adverse impact. Accordingly, whenever a validity study is called for by these guidelines, the user should include, as a part of the validity study, an investigation of suitable alternative selection procedures and suitable alternative methods of using the selection procedure which have as little adverse impact as possible, to determine the appropriateness of using or validating them in accord with these guidelines. If a user has made a reasonable effort to become aware of such alternative procedures and validity has been demonstrated in accord with these guidelines, the use of the test or other selection procedure may continue until such time as it should reasonably be reviewed for currency.

Whenever the user is shown an alternative selection procedure with evidence of less adverse impact and substantial evidence of validity for the same job in similar circumstances, the user should investigate it to determine the appropriateness of using or validating it in accord with these guidelines..."

It is our strong recommendation that Santa Fe Fire Department consider transporting the validity of our well-validated PAT. FPSI's PAT has been successfully used to screen tens of thousands of firefighter candidates across the U.S. without any challenges. Our PAT is an extremely robust measure of the physical abilities required to successfully perform the fire suppression duties of the job, but in a way that doesn't *overemphasize* upper body strength, like most fitness/agility tests do.

FPSI's PAT:

FPSI and Biddle & Associates (B&A). developed our current PAT back in 1996 in a consortium effort with 41 departments from the Southern California area including the City and County of Los Angeles and Orange County. The end-result was an eleven-event continuously timed work-sample PAT that measures critical work behaviors and endurance. Both content and criterion-related validity data was collected showing that faster performance on our PAT is indicative of better job performance. FPSI was incorporated in 1996 and has validated various entry-level firefighter PATs into over 30 fire departments (in addition to the original 41 departments in our

initial validation study). Cities using our PAT range from cities with a population of 1,190 to a population of 9,900,000. The average size city using our PAT is about 100,000.

Transporting FPSI's PAT:

The current FPSI PAT test events are used as a "template" in an attempt to transport them to the Fire Department through necessary validation surveys. The data from these surveys will be used to identify which of the 11, continuously-timed, test events will be included in the final PAT, as well as to *customize the test events* to ensure that proper distances, weights, and pieces of equipment are used to replicate the ways in which the work behaviors are performed by Santa Fe Fire Department firefighters.

The "template" 11 events on FPSI's PAT are listed below:

Event 1: Dry Hose Deployment

Candidate advances pre-connected 1.75-inch dry hose line for 150 feet. This event simulates extending a dry offensive hose line from an apparatus to a fire scene for fire fighting operations.

Event 2: Charged Hose Deployment

Candidate advances pre-connected 1.75-inch charged hose line for 70 feet. This event simulates extending a charged offensive hose line to the seat of a fire for fire fighting operations.

Event 3: Halyard Raise

Candidate raises the fly section of a 35-foot aluminum extension ladder. This event simulates extending the fly of a 35-foot aluminum extension ladder in order to access higher floors for rescue, ventilation, and to conduct other fire fighting operations.

Event 4: Roof Walk

Candidate ascends and descends an 11-foot distance walking/crawling on the rungs of a 12-foot roof ladder while carrying a simulated 20-pound chain saw. This event simulates walking on a roof ladder with the appropriate equipment in order to perform ventilation operations.

Event 5: Attic Crawl

Candidate crawls a distance of 21 feet across a simulated attic area while carrying a simulated flashlight in his/her hands. This event simulates walking/crawling on joists in an attic to search for the extension of a fire.



Event 6: Roof Ventilation

Candidate stands on a pitched rooftop and strikes the roof 30 times with an 8-pound sledge hammer. This event simulates making a ventilation opening in a roof with an axe or sledge hammer in order to ventilate a fire.

Event 7: Victim Removal

Candidate carries or drags a 154-pound dummy for 26 feet. This event simulates removing an injured or unconscious victim from a hazardous area.

Event 8: Ladder Removal/Carry

Candidate removes a 24-foot aluminum extension ladder from mounted hooks, carries the ladder 54 feet around a diamond shaped course, and replaces the ladder to mounted hooks. This event simulates removing an extension ladder from an apparatus, carrying it to the site of use, and replacing it to the apparatus.

Event 9: Stair Climb with Hose

Candidate climbs four flights of stairs with a 49-pound hose bundle and places bundle on the landing of the fourth floor. This event simulates climbing stairs with a hose bundle in order to facilitate the extinguishment of a multiple story fire.

Event 10: Crawling Search/Stair Descent

Candidate crawls on the platform of the fourth floor for a distance of 60 feet. Candidate places the hose bundle on his/her shoulder and takes it back down the four flights of stairs. Candidate places bundle down at the bottom floor. This event simulates crawling while conducting search and rescue, hose deployment, or attic operations in a burning structure.

Event 11: Stair Climb with Equipment/Hose Hoist

Candidate picks up two air bottles (with shoulder strap) and returns up the stairs to the third floor. On the third floor the candidate places the air bottles on the ground and hoists a 100-foot section of an extended hose line up and over the balcony rail. The candidate then picks up the air bottles and returns to the ground floor to end the test. This event simulates hoisting an extended hose line up a multiple story building to facilitate fire fighting operations.

It is important to keep in mind that these events will be *customized* to fit the specifications resulting from the data provided by Santa Fe Fire Department firefighters. Some of the events may be significantly modified and one or two of the events may fall out of the test if there isn't sufficient evidence to support its inclusion in the final PAT.



There are three important, and simple, steps required for transporting the PAT to your department. These steps involve completing three validation surveys: the Job Analysis Survey; the Critical Events Survey; and the Tool & Equipment Survey. FPSI will randomly select a group of incumbent firefighters to complete these surveys:

- **Job Analysis Survey**—Incumbents will assign various ratings (i.e., content, frequency, importance, performance differentiating) to those critical physical job duties from our validated entry-level firefighter job description.
- **Critical Events Survey**—Incumbents will provide detailed information on the specifics of how they perform the physical aspects of their job (e.g., the length of hose used, how far they drag a charged and uncharged hoseline, the type of roof they most typically work on, etc.).
- **Tool & Equipment Survey**—One Fire Captain or Training Officer will complete a short Tool & Equipment Survey. This survey will be used to identify the weights, lengths, and sizes of the various tools and equipment used by firefighters on the job.

Random Sample of Incumbent—Santa Fe Fire Department will provide FPSI with a list of all paid incumbents who perform fire suppression duties by station and shift. FPSI will randomly select a group of incumbents to complete the Job Analysis and Critical Events Surveys. The completion of these surveys should take no longer than two to three hours. FPSI will select a diverse group of incumbents from the various stations and shifts to avoid leaving the department with too many vacancies at any particular station or shift.

Once all validation surveys have been completed by the randomly selected incumbents and returned to FPSI for analysis, FPSI will determine which of the eleven test events can be transported to Santa Fe Fire Department. Upon the completion of this step, FPSI will then provide Santa Fe Fire Department with a "Test Administration Handbook" to use for the construction of the props. Any and all props required for this PAT are very basic and require no more than some plywood, hammer, and nails. Our PAT does not require the use of any equipment that the fire department does not already have on hand. We have been told by other clients that the cost associated with the construction of the props is about \$1,000-\$1,500 in materials.

The "Test Administration Handbook" specifically outlines the specifications of the necessary props and how the course should be laid out. Once the props have been constructed and the course has been set-up, the randomly selected incumbents can then participate in the norming process to identify an appropriate cutoff time for the test.

Norming of the PAT:

Norming the PAT is quite simple. Those randomly selected incumbents will all run through the PAT course and their times will be recorded by the lead proctor. Incumbents will be required to wear their turnout coat, gloves, helmet, and an SCBA (not breathing air). All of the times will be recorded and returned to FPSI for analysis. FPSI will use a variety of statistics to determine an appropriate cutoff time to be used for selection purposes of future candidates.



Costs:

The costs associated with this project are based upon the size of your department. FPSi would provide Santa Fe Fire Department with a ground-up PAT complete with a customized cutoff time and a Content Validity Report to use on new hire candidates, **and own**, in the event that the test was ever challenged for **\$13,000**. **This is a significant savings off of our standard validation rates** and is a one-time fee. This document will be invaluable to your agency should a candidate ever challenge the validation behind the PAT. If Santa Fe Fire Department is interested in utilizing the test for its current firefighter workforce (e.g., as an annual maintenance test), we would provide you with a *different cutoff score for the incumbent test* for an additional \$2,000 fee for this service. The Santa Fe Fire Department would have a validated PAT that could be used for both new hire testing (i.e., candidates) and incumbent firefighters for a flat rate of \$15,000.

If you elect to have an onsite consultant certify your site and attend the "norming process," the one-day training fee is an additional \$2,000 and an additional \$1,500 for every day thereafter up to three days of attendance. This is an optional service, but many clients take comfort in having the site certified and an onsite consultant to ensure that the proctors are properly trained at running candidates and incumbents through the course. In addition to the onsite daily fees described above, all travel costs would be paid by the department (e.g., hotel, airfare, transportation, per diem, etc.) according to our current billable rates.

Estimated Total Costs:

Assuming that the Santa Fe Fire Department elects to have an onsite consultant attend the norming process and train the proctors and test administrators during the norming process, there will be an additional fee of \$2,000 (for one day of onsite training and data collection). This, in addition to the \$13,000 license (or \$15,000 if the PAT will be used for both candidate and incumbent testing) brings the total costs to Santa Fe Fire Department to \$15,000 or \$17,000. This does not include any travel costs associated with this work (e.g., airfare, hotel, transportation, billable time to fly from Sacramento to New Mexico, etc. which will be billed at actual cost). It is estimated that these costs will range from \$1,500 to \$2,000. This brings the maximum cost to \$17,000 for a new hire PAT or \$19,000 for a new hire and incumbent PAT. For this fee, Santa Fe Fire Department will have a department-specific, job-related and validated entry-level firefighter physical ability test that it can use indefinitely on an unlimited number of candidates (and incumbents if the option is selected) with no additional fees. The benefit to transporting FPSi's validated PAT into Santa Fe Fire Department is that we have both content and criterion-related validity evidence to support the appropriateness of utilizing this test as the "new hire" PAT. This data and supporting evidence would be *invaluable* in the event of a challenge.



FIRE & POLICE SELECTION, INC.

193 Blue Ravine Road, Suite 270
Folsom, CA 95630-4760
phone: 888.990.3473
www.fpsi.com

Timeframe of Validation

The time frame for this project is about 4-6 weeks, assuming that all surveys are returned to FPSi in a timely fashion and the norming process is completed shortly after the props are constructed. Listed below are the requirements for this project:

<u>Task</u>	<u>Responsibility</u>	<u>Amount of Time</u>
Send all necessary PAT surveys	FPSI	One day
Complete all necessary surveys	SFFD	One week
Send back all necessary surveys to FPSI	SFFD	One day
Analyze Data from Surveys	FPSI	One week
Send out Test Admin. Handbook	FPSI	One day
Construct Props and Layout Course	SFFD	Two weeks
Run Incumbents Through PAT	SFFD	Two to Three days
Send PAT Test Times to FPSI	SFFD	One day
Analyze Times/Recommend Cutoff	FPSI	Two days
Write Content Validity Report	FPSI	One week
Total Time Necessary		Approximately 4 to 6 Weeks

List of References

Name of City: Lake Travis Fire Rescue
Location: 15304 Pheasant Ln. Ste 100, Austin, TX 78734
Contact: Robert Abbott, Fire Chief
Phone: (512)266-2533
Date of Service: August 2012/June 2015/April 2018

Name of City: Kerrville Fire Department
Location: 87 Coronado Drive, Kerrville, TX 78028
Contact: Dannie Smith, Fire Chief
Phone: (830)257-8449
Date of Service: January 2016

Name of City: Victoria Fire Department
Location: 606 E Goodwin Avenue Victoria, TX 77901-6846
Contact: Tanner Drake, Fire Chief
Phone: (361)572-6607
Date of Service: January 2017

Name of City: Rockwall Fire Department
Location: 385 South Goliad St Rockwall, TX 75087
Contact: Shawn Yerks, Organizational Development in Training Administration
Phone: (972)772-6403
Date of Service: June 2017



FIRE & POLICE SELECTION, INC.

193 Blue Ravine Road, Suite 270
Folsom, CA 95630-4760
phone: 888.990.3473
www.fpsi.com

Listed below are a number of projects we have worked on in a similar capacity to your request:

List of Fire Service Job analyses Completed for other Jurisdictions

In 1995-1997, 41 departments participated in a job analysis study with B&A focusing on 70 duties relating to physical abilities. The participating departments were:

Los Angeles County

Alhambra	Hermosa Beach	Redondo Beach
Arcadia	Inglewood	San Gabriel
Beverly Hills	La Verne	San Marino
Burbank	Long Beach	Santa Fe Springs
Covina	Los Angeles City	Santa Monica
Culver City	Los Angeles County	South Pasadena
Downey	Lynwood	Vernon
El Segundo	Manhattan Beach	West Covina
El Monte	Montebello	Torrance
Gardena	Monterey Park	
Glendale	Pasadena	

Orange County

Anaheim	Fullerton	Orange County
Brea	Huntington Beach	Santa Ana
Costa Mesa	Newport Beach	
Fountain Valley	Orange City	

Several of the departments listed above also participated in earlier consortium job analysis and/or test validation workshops with B&A in 1977 and/or 1990. Several agencies above also completed custom job analysis projects with B&A. Other agencies not listed above for which B&A or FPSi has completed job analysis projects include but *are not limited to*:

City of Bakersfield, CA	1998
City of Clovis, CA	1998
City of Fresno, CA	1998
County of Kings, CA	1998
City of Sanger, CA	1998
City of Tulare, CA	1998
City of Visalia, CA	1998
Anchorage Fire Department, AK	1999
Baton Rouge Fire Department, LA	1999
City of Oceanside, CA	1999
North Lake Tahoe FPD, NV	2001
Soldotna FD, AK	2002
Cripple Creek, CO	2005
Anchorage FD, AK	2006



193 Blue Ravine Road, Suite 270
Folsom, CA 95630-4760
phone: 888.990.3473

FIRE & POLICE SELECTION, INC.

www.fpsi.com

Fresno FD, CA	2007
Weber Fire District, UT	2008
Mount Pleasant FD, SC	2008
Wylie Fire Department, TX	2009
Concord Fire Department, IN	2011
Tacoma Fire Department, WA	2011
Tallahassee Fire Department, FL	2012
Aberdeen Fire Department, SD	2012
Lake Travis Fire Rescue, TX	2012
Honolulu Fire Department, HI	2012
Charleston Fire Department, SC	2013
Central Mat-Su Fire Dept., AK	2014
Lake Travis Fire Rescue, TX	2015
Maui Co. Fire Department, HI	2015
Kerrville Fire Department, TX	2015
Baltimore City Fire Dept., MD	2016
Victoria Fire Department, TX	2017
Rockwall Fire Department, TX	2017

Mr. Nava, if you have any questions about this proposal or any of the steps involved in the process, please feel free to contact me directly at 916.294.4242 x. 245. If you are interested in having FPSi conduct a webinar for your decision-makers to attend a Power Point presentation on this process and to answer any additional questions you might have please let me know and I will be more than happy to schedule a webinar in the coming weeks. There are some significant differences between our PAT and the C-PAT that make validating and administering our PAT much more user-friendly (e.g., course can be set up outside, there are no required practice test sessions, etc.).

We have had great success with our PAT across the country. This is the world's largest PAT consortium and we are pleased with the diversity and quality of candidates produced by this test. Additionally, this test has been used since 1996 to screen tens of thousands of candidates and has never been challenged. I strongly encourage you to contact **Chief Bobby Abbott** or **Chief Tanner Drake** as a reference to our products and services. Chief Abbott's department has used this PAT for their entry-level firefighter test for several years now, with great success! I look forward to hearing from you soon and possibly setting up a time to discuss this proposal in more detail.

Sincerely,

Stacy L. Bell, M.S.

Executive Vice President

Phone: 916.294.4242 x. 245

Email: stacy@fpsi.com