

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MIAMI BEACH, FLORIDA
AND DAVID SANTISTEBAN, Ph.D.
TO DEVELOP, VALIDATE, ADMINISTER,
SCORE, REPORT AND REVIEW TESTING PROGRAMS TO
DETERMINE QUALIFIED APPLICANTS FOR POLICE AND FIRE
ENTRY LEVEL AND CLASSIFIED PROMOTIONS**

THIS AGREEMENT made and entered into this 7th day of December, 2006, by and between the **CITY OF MIAMI BEACH, FLORIDA** (hereinafter referred to as City), a municipal corporation, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139, and **DAVID SANTISTEBAN, Ph.D.** (hereinafter referred to as Consultant), whose address is 626 Coral Way #1603, Coral Gables, FL 33134.

SECTION 1
DEFINITIONS

- Agreement:** This Agreement between the City and Consultant.
- City Manager:** The Chief Administrative Officer of the City.
- Consultant:** For the purposes of this Agreement, Consultant shall be deemed to be an independent Consultant, and not an agent or employee of the City.
- Services:** All services, work and actions by the Consultant performed pursuant to or undertaken under this Agreement, as described in Section 2, Exhibit "A", and Attachment 1, as well as outlined in the Proposed Documents.
- Fee:** Amount paid to the Consultant to cover the costs of the Services.
- Proposal:** Proposal Documents shall mean Request for Proposals No. 07-04 /05 for the Services to Develop, Validate, Administer, Score, Report and Review Testing Programs to Determine Qualified Applicants for Police and Fire Entry Level and Classified Promotions, issued by the City in contemplation of this Agreement, together with all amendments thereto, if any, and the Consultant's proposal in response thereto (Proposal), which is incorporated by reference in this Agreement and made a part hereof; provided,

however, that in the event of an express conflict between the Proposal Documents and this Agreement, this Agreement shall prevail.

Risk Manager: The Risk Manager of the City, with offices at 1700 Convention Center Drive, Human Resources and Risk Management Department, Third Floor, Miami Beach, Florida 33139, telephone number (305) 673-7000, Ext. 6435, and fax number (305) 673-7023.

SECTION 2 **SCOPE OF WORK**

The scope of work to be performed by Consultant is set forth in Exhibit "A", entitled "Scope of Services" (Services), and is further outlined in Request for Proposals No. 07-04/05, incorporated herein by reference (See Attachment "1" for a detailed description).

SECTION 3 **COMPENSATION**

3.1 FIXED FEE

Consultant shall be compensated for the Services, as set forth in Section 2, Exhibit "A" and Attachment 1, and the Proposal Documents, in an amount not to exceed \$213,975.

3.2 INVOICING

Consultant shall submit an invoice pursuant to the timeline as set forth in Exhibit "A", upon completion of each of the steps in the selection or promotional testing process for each classification, which invoices shall include the purchase order number and a detailed description of the portion of the Services completed.

3.3 METHOD OF PAYMENT

Payments shall be made for Services satisfactorily rendered within thirty (30) days of the date of invoice, in a manner satisfactory to, and as approved and received by, the City. Consultant shall mail all invoices to:

City of Miami Beach
Attn: Mayra Diaz-Buttacavoli, Director of Human Resources
1700 Convention Center Drive, 3rd Floor
Miami Beach, Florida 33139

SECTION 4
GENERAL PROVISIONS

4.1 RESPONSIBILITY OF THE CONSULTANT

With respect to the performance of the Services, the Consultant shall exercise that degree of skill, care, efficiency and diligence normally exercised by recognized professionals with respect to the performance of comparable Services. In its performance of the Services, the Consultant shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, State of Florida, and Federal Government.

4.2 PUBLIC ENTITY CRIMES

A State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes shall be filed with the City's Procurement Division, prior to commencement of the Services herein.

4.3 DURATION AND EXTENT OF AGREEMENT

The term of this contract is for two (2) years, commencing upon execution of this Agreement by the parties hereto, and terminating on Dec. 6, 2007. This Agreement may be renewed for additional two (2) year term at the City's sole and absolute discretion, upon notice to Consultant, and upon the same terms and conditions.

4.4 TIME OF COMPLETION

The Services to be rendered by the Consultant shall be commenced upon receipt of a written Notice to Proceed from the City subsequent to the execution of the Agreement. The Services shall be completed within a mutually agreed upon time frame, unless additional work is requested and authorized in writing by the City.

4.5 INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees and agents, from and against any and all actions, claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Consultant, its employees, agents, sub-consultants, or any other person or entity acting under Consultant's control, in connection with the Consultant's performance of the Services pursuant to this Agreement; and to that extent, the Consultant shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City

in the defense of such claims and losses, including appeals. The parties agree that one percent (1%) of the total compensation to the Consultant for performance of the Services under this Agreement is the specific consideration from the City to the Consultant for the Consultant's Indemnity Agreement.

The Consultant's obligation under this Subsection shall not include the obligation to indemnify the City of Miami Beach and its officers, employees and agents, from and against any actions or claims which arise or are alleged to have arisen from negligent acts or omissions or other wrongful conduct of the City and its officers, employees and agents. The parties each agree to give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party.

4.6 TERMINATION, SUSPENSION AND SANCTIONS

4.6.1 Termination for Cause

If the Consultant shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to this Agreement, the City shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the City shall notify the Consultant of its violation of the particular terms of this Agreement and shall grant Consultant seven (7) days to cure such default. If such default remains uncured after seven (7) days, the City, upon three (3) days' notice to Consultant, may terminate this Agreement and the City shall be fully discharged from any and all liabilities, duties and terms arising out of or by virtue of this Agreement.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Consultant. The City, at its sole option and discretion, shall additionally be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's right and remedies against the defaulting party. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees. To the extent allowed by law, the defaulting party waives its right to jury trial and its right to bring permissive counter claims against the City in any such action.

4.6.2 Termination for Convenience of City

NOTWITHSTANDING SECTION 4.6.1, THE CITY MAY ALSO, FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE AT ANY TIME DURING THE TERM HEREOF BY GIVING WRITTEN NOTICE TO CONSULTANT OF SUCH TERMINATION, WHICH SHALL BECOME EFFECTIVE SEVEN (7) DAYS FOLLOWING RECEIPT BY THE CONSULTANT OF THE WRITTEN TERMINATION NOTICE. IN THAT EVENT, ALL FINISHED OR UNFINISHED DOCUMENTS AND OTHER MATERIALS, AS DESCRIBED IN SECTION 2 AND IN EXHIBIT "A", SHALL BE PROPERLY ASSEMBLED AND DELIVERED TO THE CITY AT CONSULTANT'S SOLE COST AND EXPENSE. IF THE AGREEMENT IS TERMINATED BY THE CITY AS PROVIDED IN THIS SUBSECTION, CONSULTANT SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED, AS DETERMINED BY THE CITY AT ITS DISCRETION, UP TO THE DATE OF TERMINATION. PROVIDED, HOWEVER,

THAT AS A CONDITION PRECEDENT TO SUCH PAYMENT, CONSULTANT SHALL DELIVER ANY AND ALL DOCUMENTS, MATERIALS, ETC, TO CITY, AS REQUIRED HEREIN.

4.6.3 Termination for Insolvency

The City also reserves the right to terminate the Agreement in the event the Consultant is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 4.6.2.

4.6.4 Sanctions for Noncompliance with Nondiscrimination Provisions

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the City shall impose such sanctions as the City, Miami-Dade County, and / or the State of Florida, as applicable, may determine to be appropriate, including but not limited to, withholding of payments to the Consultant under the Agreement until the Consultant complies and/or cancellation, termination or suspension of the Agreement. In the event the City cancels or terminates the Agreement pursuant to this Subsection the rights and obligations of the parties shall be the same as provided in Section 4.6.2.

4.7 CHANGES AND ADDITIONS

Changes and additions to the Agreement shall be directed by a written amendment signed by the duly authorized representatives of the City and Consultant. No alteration, change, or modification of the terms of this Agreement shall be valid unless amended in writing, signed by both parties hereto, and approved by the City Commission of the City.

4.8 OWNERSHIP OF DOCUMENTS

All documents prepared by the Consultant pursuant to this Agreement are related exclusively to the Services described herein, and are intended or represented for ownership by the City. Any reuse, distribution, or dissemination of same by Consultant, other than to the City, must be first approved in writing by the City.

4.9 INSURANCE REQUIREMENTS

The Consultant shall not commence any work pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City's Risk Manager. The Consultant shall maintain and carry in full force during the term of this Agreement the following insurance:

1. Consultant General Liability in the amount of \$1,000,000, naming the City of Miami Beach, Florida, as an additional insured.
2. Consultant Professional Liability in the amount of \$200,000, naming the City of

Miami Beach, Florida, as an additional insured.

3. Workers Compensation & Employers Liability as required pursuant to Florida statute.
4. The insurance must be furnished by insurance companies authorized to do business in the State of Florida and approved by the City's Risk Manager.
5. Original certificates of insurance for the above coverage must be submitted to the City's Risk Manager for approval prior to any work commencing. These certificates will be kept on file in the office of the Risk Manager, 3rd Floor, City Hall.
6. The Consultant is solely responsible for obtaining and submitting all insurance certificates for its sub-consultants.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Manager. Compliance with the foregoing requirements shall not relieve the Consultant of the liabilities and obligations under this Section or under any other portion of this Agreement, and the City shall have the right to obtain from the Consultant specimen copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

4.9.1 Endorsements

All of Consultant's certificates, above, shall contain endorsements providing that written notice shall be given to the City at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy.

4.9.2 Certificates

Unless directed by the City otherwise, the Consultant shall not commence any services pursuant to this Agreement until the City has received and approved, in writing, certificates of insurance showing that the requirements of this Section (in its entirety) have been met and provided for.

4.10 ASSIGNMENT, TRANSFER OR SUBCONTRACTING

The Consultant shall not subcontract, assign, or transfer any work under this Agreement in whole or in part, without the prior written consent of the City.

4.11 SUB-CONTRACTORS

The Consultant shall be liable for the Consultant's services, responsibilities and liabilities under this Agreement and the services, responsibilities and liabilities of any and all sub-contractors, and any other person or entity acting under the direction or control of the Consultant. When the term "Consultant" is used in this Agreement, it shall be deemed to include any sub-contractors and any other person or entity acting under the direction or control of Consultant. All sub-

contractors must be approved in writing by the City prior to their engagement by Consultant.

4.12 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, and national origin, place of birth, marital status, physical handicap, or sexual orientation. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, color, religion, ancestry, sex, age, national origin, place of birth, marital status, disability, or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or termination; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

4.13 CONFLICT OF INTEREST

The Consultant agrees to adhere to and be governed by the Metropolitan Miami-Dade County Conflict of Interest Ordinance (No. 72-82), as amended; and by the City of Miami Beach Charter and Code, which are incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirectly which should conflict in any manner or degree with the performance of the Services. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Consultant. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

4.14 PATENT RIGHTS; COPYRIGHTS; CONFIDENTIAL FINDINGS

Any patentable result arising out of this Agreement, as well as all information, specifications, processes, data and findings, shall be made available to the City for public use.

No reports, other documents, articles or devices produced in whole or in part under this Agreement shall be the subject of any application for copyright or patent by or on behalf of the Consultant or its employees or sub-contractors, without the prior written consent of the City.

4.15 NOTICES

All notices and communications in writing required or permitted hereunder may be delivered personally to the representatives of the Consultant and the City listed below or may be mailed by registered mail, postage prepaid (or airmailed if addressed to an address outside of the city of dispatch).

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

TO CONSULTANT: David Santisteban, Ph.D.
626 Coral Way, #1603
Coral Gables, Fl 33134
(305) 445-2471

TO CITY: City of Miami Beach
Attn: Mayra Diaz-Buttacavoli
Director of Human Resources and Risk Management
1700 Convention Center Drive
Miami Beach, Florida 33139
(305) 673-7000, Ext. 6481

Notices hereunder shall be effective:

If delivered personally, on delivery; if mailed to an address in the city of dispatch, on the day following the date mailed; and if mailed to an address outside the city of dispatch on the seventh day following the date mailed.

4.16 LITIGATION JURISDICTION/VENUE

This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

BY ENTERING INTO THIS AGREEMENT, THE CONSULTANT AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

4.17 ENTIRETY OF AGREEMENT

This writing and the Services embody the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superceded hereby. The Services and the Proposal Documents are hereby incorporated by reference into this Agreement.

4.18 LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$10,000. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$10,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to the Consultant for damages in an amount in excess of \$10,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

[The remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: Robert Parcher
City Clerk
Robert Parcher

David Dermer
Mayor
David Dermer

FOR CONSULTANT:

DAVID SANTISTEBAN, Ph.D.

David Santisteban
Sole Proprietor

DAVID SANTISTEBAN
Print Name

North Santisteban
Witness

Refall Liz
Witness

Attachment: Exhibit "A"

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

M. H. Williams 12/19/06
City Attorney Date

ATTACHMENT 1 – DETAILED SCOPE OF SERVICES

A. GENERAL – REQUIREMENTS:

BASE PROPOSAL:

For Police and Fire Classifications:

Police and Fire:

- Police Certified – (Entry Level)
 - Police Non-Certified – (Entry Level)
 - Firefighter I Certified – (Entry Level)
 - Firefighter I Non-Certified – (Entry Level)
 - Police Sergeant – (Promotional)
 - Police Lieutenant – (Promotional)
 - Firefighter II – (Promotional)
 - Fire Lieutenant – (Promotional)
 - Fire Captain – (Promotional)
1. Conduct a thorough job analysis for all testing, validation of process.
 2. Revise job descriptions and recommend any changes based on the job analysis.
 3. Construct physical ability, behavioral assessment center, written tests, oral tests, or other appropriate selection devices.
 4. Administration of any/all portions of the testing process.
 5. Score and analyze results, respond to challenges, cutting point, ordered register of results.
 6. Develop and recommend method of final selection and any other processes.
 7. Documentation, follow-up, and general services.

ALTERNATE PROPOSAL:

Provide Consultation Services in the following areas:

1. Job Analysis
2. Police and Fire entry level and promotional testing
3. Scoring
4. Revision of job descriptions
5. Background test requirements
6. Any and all relevant technical and procedural assistance with all testing

C. JOB FUNCTION REQUIREMENTS:

PERFORM FUNCTION (BASE PROPOSAL) AND/OR PROVIDE CONSULTATION SERVICES (ALTERNATE PROPOSAL) RELATING TO THE FOLLOWING CATEGORIES

1. CONDUCT A THOROUGH JOB ANALYSIS FOR ALL TESTING

- 1a. Develop and conduct job analysis under conditions which assure adequacy and accuracy of the research and results.
2. Gather and analyze existing pertinent data regarding the classification, including, but not limited to: last job analysis, existing job specifications, etc.
3. Identify, define, and analyze the tasks and work behaviors, especially the important and/or critical tasks and work behaviors required for successful performance constituting most of the job, and their relative importance, and if the behaviors results in a work product, analyze the work products.
4. Identify and document each Knowledge, Skill, and Ability (KSA) necessary as a prerequisite to perform critical and/or important work behaviors, including the identification and documentation of the "Essential Job Functions" per Americans with Disabilities Act (ADA) guidelines.
5. Operationally define each KSA and the relationship between each KSA and each work behavior as well as the method used to determine this relationship.
6. Identify and define the important and/or critical prerequisite KSAs or behaviors to be measured or sampled by the selection devices and recommend minimum qualifications for application acceptance.
7. Prepare complete detailed report documenting entire process including, but not limited to, all methodologies, rationales, procedures, and findings of job analysis.

2. REVISE JOB DESCRIPTIONS

Based upon the job analysis, revise the current job specifications including the following sections: Nature of Work; Illustrative Examples of Essential Duties; Knowledge, Skills, and Abilities; Minimum Requirements; Physical Requirements; Supervision Received; and Supervision Exercised. Note "Essential Job Functions" per ADA.

3. CONSTRUCT WRITTEN TEST (if applicable)

1. Recommendation as to whether or not a written test should be part of the testing process for Police or Fire testing.
2. Ensure that no person(s), other than those designated by the City Manager, shall have access to any information regarding the test, test items, test development materials, test answers, or any related materials.
3. Ensure that the test items have not been used and will not be used in whole nor in part by any other past, present, or future client or any other agency or individual without express written agreement between the City and the Consultant.

4. Ensure that there is no substantial similarity between any of the items developed for these classifications and the items on any other examination prepared for the City without express written agreement between the City and the Consultant.
5. Give title of the test and all items to the City to be used by the City in any manner without any additional charge and prevent use by any other agency or individual.
6. Construct the test of at least 100 items - the format to be agreed to by the City.
7. Develop test items for each Knowledge, Skills and Ability (KSA) area and document that the items are an adequate and representative sample of the KSA content area to be measured, ensuring complete coverage of all major elements of each KSA content area.
8. Develop items which will discriminate among applicants' levels of competency.
9. Avoid redundancy and confounding of measurement by ensuring that each item measures one specific area.
10. Review and edit items to insure freedom from misspelling or grammatical, typographical, or other errors and freedom of ethnic, gender, or other bias and to insure that all items are properly prepared in accordance with accepted testing criteria, are reliable and valid, are directly related to performance of the job, and are reasonable and defensible.
11. Provide written source documentation linking each item with the appropriate KSA, noting source of attribution and the page and paragraph number or the equivalent to page and paragraph number.
12. Print and deliver sufficient copies of each Written Test.
13. Coordinate and administer Written Test process including site selection, scheduling and payment. If possible, the City will provide meeting/testing rooms if available.
14. Score the answer sheets.
15. Return answer sheets to the City.
16. Evaluate the test statistics and item analyses provided by the City and perform and evaluate adverse impact calculations and any additional analysis, as the firm deems appropriate.
17. Develop a form to be used for applicant challenges.
18. Review and respond in writing to each applicant challenge, including justification of correct response.

19. Delete any items warranted based on evaluation of test statistics, item analyses, and applicant challenges.
20. Determine appropriate cutting point (or passing score).
21. Prepare final scoring key and perform final scoring.
22. Provide the City with a register of the final results of each participant.
23. Validate the entire selection process.

4. CONSTRUCT AND ADMINISTER BEHAVIORAL ASSESSMENT CENTER - PROMOTIONAL POLICE AND FIRE ONLY.

1. Ensure that no person(s), other than those designated by the City Manager, shall have access to any information regarding the behavioral assessment exercises, concepts, development materials, response/performance guidelines, or any related materials.
2. Ensure that the behavioral assessment exercises have not been used and will not be used in whole nor in part by any other past, present, or future client or any other agency or individual without express written agreement between the City and the Consultant.
3. Construct the behavioral assessment Center - the nature of which to be determined by the job analysis and agreed to by the City.
4. Develop desired performance/responses for each behavioral assessment exercise and/or standards/criteria.
5. Review and edit written behavioral assessment exercise materials to insure freedom from misspelling or grammatical, typographical, or other errors and freedom from ethnic, gender, or other bias.
6. Validate the Behavioral Assessment Center.
7. Provide orientation sessions for all candidates including guidelines and descriptions of Behavioral Assessment Center process.
8. Provide and operate videotape and equipment (and backup) so that each participant is videotaped during non-written behavioral assessment exercises.
9. Print and deliver sufficient copies of each behavioral assessment exercise.
10. Coordinate and administer Behavioral Assessment Center process including site selection, scheduling and payment. If possible, the City will provide meeting/testing rooms if available.

11. Select, provide lodging and transportation for, and train assessors per behavioral assessment exercise. Schedule assessors for videotape and written exercise evaluation.
12. Determine appropriate Behavioral Assessment Center passing score.
13. Provide the City with a register of the final results including overall score for each participant.
14. Provide one-on-one feedback upon request to each participant.
15. Develop a form to be used for applicant challenges.
16. Review and respond in writing to each applicant challenge, including justification of response.
17. Give title of the Behavioral Assessment Center and all exercises to the City to be used by the City in any manner without any additional charge and prevent use by any other agency or individual.

5. CONSTRUCT PHYSICAL ABILITY, BEHAVIORAL ASSESSMENT CENTER, ORAL TESTS, OR OTHER APPROPRIATE SELECTION DEVICES - ENTRY LEVEL POLICE AND FIRE ONLY

1. Recommendation needs to be made as to what testing or selection devices should be required for entry level testing. Testing options should be considered separately for Police Certified, Police Non-Certified, Firefighter I Certified, and Firefighter I Non-Certified. The City is open to all recommendations, based upon the job analysis conducted for future testing procedures.
2. Develop, administer, analyze, interpret results, and validate such other appropriate structured selection devices based upon the job analysis.
3. Ensure that no person(s), other than those designated by the City Manager, shall have access to any information regarding the selection device, the selection device items, development materials, desired performance/responses/answers, or any related materials.
4. Ensure that the test items have not been used and will not be used in whole nor in part by any other past, present, or future client or any other agency or individual without express written agreement between the City and the Consultant.
5. Construct the selection devices with weights in proportion to the relative importance of KSAs or behaviors to be sampled or measured as determined by the job analysis.
6. Develop selection device components for each KSA or behavioral content area and document that the components are an adequate and representative sample of the KSA or behavioral content area to be

measured or sampled, ensuring complete coverage of all major elements of each KSA or behavioral content area.

7. Develop components which will discriminate among applicants' levels of competency and which would differentiate among levels of job performance.
8. Avoid redundancy and confounding of measurement.
9. Review and edit items to insure freedom from misspelling or grammatical, typographical, or other errors and freedom of ethnic, gender, or other bias and to insure that all items are properly prepared in accordance with accepted testing criteria, are reliable and valid, are directly related to performance of the job, and are reasonable and defensible.
10. Provide written documentation linking each component with the appropriate KSA or job behavior.
11. Develop desired performance/responses for each component and/or standards/criteria and a form by which performance is to be evaluated, scored, analyzed, and interpreted.
12. Print and deliver sufficient copies of the selection devices.
13. If used, develop methods by which selection device raters will be evaluated and selected.
14. If raters are used, develop and administer rater training and facilitate and monitor administration of selection device.
15. Produce and evaluate descriptive selection device statistics and analyses including adverse impact statistics.
16. Review and respond in writing to each applicant challenge, including justification of correct (desired) performance/response.
17. Determine appropriate cutting point (or passing score).
18. Provide the City with an ordered register of the selection device results of each participant.
19. Prepare complete detailed report documenting entire process including, but not limited to, all methodologies, rationales, and procedures.

6. DEVELOP AND RECOMMEND METHOD OF FINAL SELECTION AND ANY OTHER PROCESSES

1. Prepare written recommendation as to the method(s) of referring qualified candidates from the Eligible List to the Appointing Authority for interview, consideration and selection. Recommendation would include number of

candidates to be referred, flexible or set number of candidates, banding of scores, etc., with appropriate supporting rationale and criteria.

2. Prepare and provide written recommendation of methodology and procedures for making final selections from among qualified candidates.

3. Prepare written recommendations on any additional processes and guidelines as are required or advised, such as background investigation, drug use history, polygraph, psychological and/or psychiatric evaluations, etc.

7. DOCUMENTATION, FOLLOW-UP, AND GENERAL SERVICES

Task A - Document, prepare comprehensive monthly progress and final reports, and provide copies to the City of all materials, methodologies, individuals involved, and steps utilized to provide these services as well as a copy of all data obtained.

Task B - Document that the selection devices are valid and reliable measurement instruments and that acceptable and defensible statistical and other methods were applied.

Task C - Prepare documentation and testimony to appear in court or before any regulatory authorities or bodies and provide testimony as an expert witness in conjunction with any challenges, appeals, suits, or grievances which might arise from providing the proposed services.

Task D - General Services

1. Remain available on an as-needed basis to answer any questions or clarify or interpret the results of any individual's results.
2. Provide supplemental written material and training to City personnel to facilitate the use of the Behavioral Assessment Center results and reports.
3. Defend and/or represent the City and testify on the City's behalf if any claims or allegations are made regarding the services provided including, but not limited to, the validity of the test battery or evaluation methods or results.
4. Maintain all raw test results and notes with respect to each individual evaluated for the time period set forth in Florida records retention or other applicable laws or as specified by the City, whichever is greater.
5. Research and investigate to insure that all tests, procedures, results, and interpretations are valid, reliable, cross-cultural, and legally defensible for the purposes used.

6. Submit a report summarizing evaluation and test results, including an analysis by ethnicity/race, gender, and age showing adverse impact, if any, of each component and of entire selection process and giving recommendations for future reduction of any adverse impact.
7. Document that the entire selection process is valid and meets all required criteria.

D. CITY PROVIDED SERVICES:

- A. Provide copies of the existing job analyses, job description, and other information requested.
- B. Coordinate subject matter expert and other meetings involving City employees, coordinate distribution and return of employee questionnaires, and contact candidates regarding scheduling.
- C. If possible, the City will provide meeting/testing rooms if available

Exhibit "A". Fee Form for Base Proposal: This budget is for a two-year cycle and it assumes one test administration for each classification.

Classification	Test Components			Total Cost
	Job Analysis*	Entry Level Multimodal Screening Test (MST) or Promotional Written Test	Entry Level or Promotional Behavioral Assessment	
Police Officer (Non-Certified)	3,475	N/A	18,500**** (see note (1) under alternative tests)*****	\$21,975
Police Officer (Certified)**	N/A	N/A	(Cost included in Non-Certified)	0
Firefighter I (Non-Certified)	3,475	13,950**** (see note (2) under alternative tests)*****	18,500**** (see note (2) under alternative tests)*****	\$35,925
Firefighter I (Certified)	N/A	N/A	(Cost included in Non-Certified)	0
Police Sergeant	3,475	7,900	20,950*****	\$32,325
Police Lieutenant	3,475	7,900	19,500	\$30,875
Firefighter II	3,475	7,900	20,950 (see note (3) under alternative tests)*****	\$32,325
Fire Lieutenant	3,475	7,900	18,900	\$30,275
Fire Captain	3,475	7,900	18,900	\$30,275
Total Police & Fire	\$24,325	\$53,450	\$136,200	\$213,975

- * A job analysis is needed every four years. Therefore, the cost shown for the two-year cycle is half the total cost. The cost includes the update of the respective job description.
- ** In many cases the work for the certified and non-certified positions overlap and is therefore covered under a single cost.
- *** Includes administration of the MST to the first 250 applicants. The cost per additional applicant over 250 is \$10.
- **** Includes administration of the entry-level BAP to the first 200 applicants. The cost per additional applicant over 200 is \$40.
- ***** Alternative tests:
 - 1) Written multiple-choice Situational Judgment test, which can be used in place of the Video Based Entry Behavioral Assessment for Police Officer Certified and Non-Certified and Firefighter Certified = \$9,500 per classification.
 - 2) Written multiple-choice General Abilities and Situational Judgment test combined, which can be used in place of the Multi-Modal Test and Entry Behavioral Assessment for Firefighter Non-Certified = \$14,900.
 - 3) Written multiple-choice Situational Judgment test for Firefighter II to be administered conjointly with the job knowledge written test (in place of the Promotional Behavioral Assessment) = \$5,700.
- ***** Includes administration of the Sergeant BAP to the first 50 candidates. The cost per additional candidate over 50 is \$150

Fee Form for Alternate Proposal

Activity	Projected Consultant Hours	Projected Consultant Cost
Job Analysis	Off-site: 120 On-site: 40	\$11,800
Entry Level Testing	Off-site: 60 On-site: 40	\$7,600
Promotional Testing	Off-site: 150 On-site: 60	\$15,600
Scoring	Off-site: 100 On-site: 40	\$10,400
Revisions of Job Descriptions	(included in job analysis cost)	0
Background Test Requirements	(included in job analysis cost)	0
	TOTAL	\$45,400

Notes:

These cost projections represent an estimate of consultant hours. The actual number of hours will vary according to the City's degree of involvement in performing the functions and staff resources dedicated to the project.

The fee for off site consultation is \$ 70 per hour; the fee for on-site consultation is \$ 85 per hour.