

Public Safety  
3-17-14

14-315

## REGIONAL FIRE DEPARTMENT HIRING PROCESS AGREEMENT

THIS AGREEMENT ("Agreement") is made as of the 09th day of March 2014, by and between the MANITOWOC FIRE DEPARTMENT (hereinafter "MFD") and FOX VALLEY TECHNICAL COLLEGE (hereinafter FVTC).

WHEREAS, MFD desires to hire qualified candidates to fill positions as firefighters with the Manitowoc Fire Department; and,

WHEREAS, MFD has limited manpower and resources to conduct appropriate testing of candidates to fill said positions with the Department; and,

WHEREAS, FVTC has the manpower, resources and knowledge to conduct testing of candidates and is licensed to conduct valid Candidate Physical Ability Test (CPAT) , and the required written test to assist MFD in its screening process of potential candidates; and,

WHEREAS, MFD wishes to contract with FVTC, as a third party examiner, for the purpose of testing candidates as a screening process to acquire a potential list of qualified candidates for the position of firefighter; and

WHEREAS, FVTC wishes to provide the MFD with testing results obtained from the screening process conducted by Fox Valley Regional Hiring Process for MFD's consideration in selecting qualified candidates to interview; and

NOW, THEREFORE, in consideration of the mutual promises and other goods and valuable consideration exchanged herein, IT IS AGREED AS FOLLOWS:

A. MFD agrees to fulfill the following obligations:

1. Will certify that it has a valid Candidate Physical Ability Test (CPAT) license, and that it agrees to recognize and accept proof of completion of the CPAT from the limited licensee, FVTC;
2. Will certify that it will utilize the CPAT only in the context of an overall implementation of the CPAT program that complies with its CPAT license;
3. Will understand the result of the screening process conducted by Fox Valley Regional Hiring Process will be valid for six (6) months from the date the candidate takes the CPAT and written exam;
4. Will only use the CPAT for the purpose of candidate preparation and physical ability testing of career firefighters.

B. MFD agrees to fulfill the following obligations which are specific to the Fox Valley Regional Hiring Process:

1. Will be responsible for advertising the open position(s) and direct potential candidates to the FVTC website for information regarding the employment application and testing dates;
2. Will establish the minimum hiring requirements for MFD;
3. Will accept the Fox Valley Regional Hiring Process Application;
4. Will reimburse FVTC for services provided at the rate of \$1,000.00 for FVTC's screening process each time MFD requires to obtain a potential list of candidates

as a user fee plus \$5.00 per applicant who meets the MFD's minimum hiring requirements, successfully passes the CPAT and take the written exam.

C. FVTC agrees to fulfill the following obligations:

1. Will obtain and maintain a limited license and cover the cost of any licensing fees and shall submit a copy of said limited license to the MFD.
2. Will have the capability, and agree to assist, the fire department in meeting the terms of such compliance, including the pre-test orientation (which includes the ability for the potential candidate to run through the physical test portion as per CPAT's current recommendation) and mentoring requirements;
3. Will have the capability and staff to validate the CPAT for jurisdictions through a transportability study, assist the fire department in obtaining CPAT licensure, provide consistent CPAT testing administration and legally defend validation and CPAT administration;
4. Will have the capability and agree to provide candidates practice tests and orientations in accordance with The Fire Service Joint Labor Management Wellness-Fitness Initiative Candidate Physical Ability Test Manual, 2<sup>nd</sup> Edition;
5. Will provide candidates with mentoring programs (i.e. Firefighter Fitness 10-503-135 and Health and Wellness for Firefighter 10-503-134, classes which are offered through FVTC);
6. Will secure CPAT equipment and verify that such equipment and props conform to all specifications in the CPAT manual and that it has the ability to administer the CPAT in conformity with the specifications of CPAT;
7. Will have a mechanism in place to assure that any individual who demonstrates a financial hardship will be provided the CPAT at reduced or no charge;
8. Will provide CPAT certificates for candidate's applying for employment with multiple fire departments;
9. Will notify the International Association of Firefighters (IAFF) of the CPAT licensed fire departments for which such certification is provided;
10. Will provide CPAT licensed fire departments results from the screening process and a method for verifying the candidate's results;
11. Will administer the CPAT in compliance with the IAFF's licensing agreement, which include full compliance with the Equal Employment Opportunity Commission (EEOC) conciliation agreement and utilization of the CPAT administration.

D. FVTC agrees to fulfill the following obligations which are specific to the screening process of Fox Valley Regional Hiring Process:

1. Establish and maintain an Fox Valley Regional Hiring Process website;
2. Collect potential candidate applications and certifications and determine if the candidate meets the minimum requirements set forth by the MFD;
3. Maintain a data collection system for all pertinent information relating to the screening process for hiring;
4. Only allow candidates who meet the MFD minimum hiring requirements to participate in the screening process;
5. Schedule CPAT orientation, practice session and administer the actual physical ability test in accordance with the guidelines set by Chapter 6, Appendix A and Appendix B of The Fire Service Joint Labor Management Wellness-Fitness Initiative Candidate Physical Ability Test Manual, 2<sup>nd</sup> Edition;

6. Administer the written exam only to the potential candidates who meet the MFD minimum hiring requirements and successfully complete the CPAT;
7. Compile screening process testing data from the potential candidates application, CPAT and written exam;
8. Provide the MFD with a hard copy (paper copy) of the application packet for each potential candidate who has applied to the MFD, results of screening process data for each candidate, whether or not the candidate meets the minimum hiring requirements, or passes CPAT (i.e. as much information as possible for each potential candidate depending on how far the candidate has progressed though the screening process);
9. Provide a summary of the entire screening process of Fox Valley Regional Hiring Process to the MFD, this will be statistical data and will not include specific names of candidates;
10. Will receive compensation from the MFD for services provided at the rate of \$1,000.00 per screening process to obtain a list of potential candidates as a user fee plus \$5.00 per applicant who meets the MFD's minimum hiring requirements, successfully passes the CPAT and takes the written exam.

E. It is understood that successfully completing the screening process with FVTC is not a guarantee of employment with any Department, and FVTC shall make this known to all potential candidates.

F. **Default.** A material default or material breach (both hereinafter referred to as a "default") under this Agreement shall be defined as the failure of the parties to perform any term, covenant, condition, warranty, or promise of this Agreement required to be performed. In the event of any default of this Agreement, or any of its terms or conditions by any party hereto, such party shall, upon written notice from the other party, proceed immediately to cure or remedy such default, and in any event shall cure such default within thirty (30) calendar days of receipt of written notice of default. In the event of a default, the non-defaulting party shall have the option of terminating this Agreement upon written notice to the breaching party.

G. **Termination.** This Agreement may be terminated by either party at any time when not in the middle of a screening process, for any reason upon thirty (30) calendar days prior written notice to the other party, unless the parties mutually agree to another time period.

H. **Assignment.** This Agreement is not assignable without the prior written consent of the parties.

I. **Integration.** This agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.

J. **Notice and Demand.** Any notice, demand, or communication under this Agreement by any party to the other party shall be given or delivered by first class, registered, or certified mail, postage paid, return receipt requested or delivered in person as follows to:

**MFD:** MANITOWOC FIRE CHIEF  
911 Franklin Street  
Manitowoc, WI 54220  
920-686-6540

**FVTC:** Jeremy J. Hansen  
Department Chair – Fire Protection  
1825 North Bluemound Drive  
Appleton, WI 54912

The above addresses or designated party may be changed in any time by the parties by giving notice in writing in the manner provided above.

K. **Amendments.** This Agreement is the entire agreement between the parties and can only be modified or changed in writing executed in the same manner as this document by all parties.

L. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns. Any transfer of any party's interest under this Agreement, shall not release the transferring party from its obligations hereunder.

M. **Severability.** If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and such remainder would then continue to be valid and enforceable to the fullest extent permitted by law.

N. **Governing Law.** This Agreement shall be deemed to have been made in Manitowoc County, Wisconsin, and shall be governed by, construed under, and enforced in accordance with, the law of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Agreement whether sounding in contract or tort shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Agreement hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.

O. **Relationship of Parties.** Nothing in this Agreement nor any act of MFD or FVTC shall be deemed or construed to create any relationship of third party beneficiary, of principal or agent, of limited or general partners, of joint venture, or of any association whatsoever between the parties hereto.

P. **Rights and Remedies Cumulative.** The rights and remedies of the parties, whether provided by law or provided by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise at the same or different times of any other such remedies for the same event of default, or of any remedies for any other event of default by the other parties. No waiver made by any party with respect to the performance or manner or time of any obligation of any party under the Agreement, shall be considered a waiver of any rights of a party to enforce any other obligations of the parties under this Agreement. Delay of any party in the enforcement of any term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any party's right to enforce said obligation.

Q. **Construction.** All parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute, or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

IN WITNESS WHERE OF, the parties hereto have caused this Agreement to be executed the date first above written.

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Regional Fire Department Hiring Process Agreement

Approved By:

MANITOWOC FIRE DEPARTMENT

\_\_\_\_\_  
Fire Chief

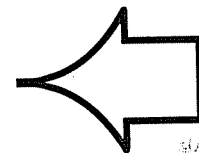
CITY OF MANITOWOC

By: \_\_\_\_\_  
Justin M. Nickels, Mayor

By: \_\_\_\_\_  
Jennifer Hudon, City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_



STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF MANITOWOC )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, the above signed Justin M. Nickels, Mayor, and Jennifer Hudon, City Clerk, of the City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority.

\_\_\_\_\_  
Notary Public  
Manitowoc County, Wisconsin  
My commission (expires) (is): \_\_\_\_\_

FOX VALLEY TECHNICAL COLLEGE

By: \_\_\_\_\_  
Jeremy J. Hansen,  
Fire Protection Department Chair

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF MANITOWOC )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, the above signed Jeremy J. Hansen, Fire Protection Department Chair and \_\_\_\_\_, and acknowledged that they executed the foregoing instrument, by his/her/their authority.

\_\_\_\_\_  
Notary Public  
Manitowoc County, Wisconsin  
My commission (expires) (is): \_\_\_\_\_