



CITY COUNCIL AGENDA ITEM

Date: March 10, 2014

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager
 Jeanette E. Menig, Human Resources Director
 Gary G. Mayer, Chief of Police
 Thomas Gordon, Professional Standards Lieutenant

Subject: Bid Waiver – Professional Services – Police Department Promotional Testing Services

History

Police department command officer retirements, as well as anticipated retirements during the next two budget years, necessitate the establishment of a promotional list for the rank of Sergeant. The police department's current command staff strength is below the 23 authorized number of staff. In order to maintain the quality and efficiency of the police department in service to the citizens of Troy, the need for additional command staff is apparent.

Act 78 Civil Service requires that a competitive examination be given and that an eligibility list, based on a cumulative test score, is established. Upon Act 78 certification, the list is valid for two years. Sergeant candidates participate in a written examination as well as an assessment center.

Purchasing

Since 1990 EMPCO Inc. has provided promotional testing services for the City of Troy police department. The department has been part of EMPCO's Metro Police Testing Consortium since 1996. EMPCO has provided excellent service and the department is very satisfied with the manner in which they conduct promotional testing. EMPCO customizes the testing to meet the needs of the organization and comply fully with Act 78 Commission requirements. They have proven to be fair and impartial. EMPCO purchased the Michigan Municipal League's (MML) police testing service. The MML refers and endorses testing with EMPCO. EMPCO provides promotional and entry level testing for numerous police departments and agencies around the state, and is a local company based here in Troy.

Financial

Funds would come from Police – Contractual Services - General.

The total cost for the promotional testing depends upon the number of candidates taking the examinations. The fee structure below is an estimation based on the number of candidates that have expressed interest in promotion. The Assessment Center number is an estimate of candidates passing written exam and still seeking consideration. See below for EMPCO pricing as detailed in the attached proposal for this testing.



CITY COUNCIL AGENDA ITEM

Mileage and travel expenses would also be billed as they occur, at \$0.55 per mile.

| Sergeants' Written Examination (based on 25 candidates) | Cost |
|---|--------------------------|
| Development Fee | \$2,200.00 |
| Per Candidate Fee @ \$22.00 (x 20) | 440.00 |
| Proctoring Exam Fee | 300.00 |
| Total | <u>\$2,940.00</u> |

| Sergeants' Assessment Center Examination (based on 20 candidates) | Cost |
|---|---------------------------|
| Development & Scoring Fee | \$4,700.00 |
| Administration Fee (based 5 per day) | 7,200.00 |
| Per Candidate Fee (based on 20) | 5,500.00 |
| Total | <u>\$17,400.00</u> |

Recommendation

It is recommended City Council APPROVE the Bid Waiver and contract for Professional Services (Police Promotional Testing) from EMPCO.

City Attorney's Review as to Form and Legality

AGREEMENT FOR EMPLOYMENT TESTING SERVICES

This Agreement for Employment Assessment and Testing Services is entered into this _____ day of 2014, between the City of Troy, Michigan, a Michigan municipality having its principal place of business at 500 W. Big Beaver Road, Troy, MI 48084 (hereinafter "TROY") and Empco, Inc., a Michigan corporation, having its principal office at 1740 W. Big Beaver Road, Suite 200, Troy, MI 48084 (hereinafter "EMPCO").

WHEREAS, EMPCO provides employment testing services, including the administration of a written examination, as well as an assessment center, to screen potential municipal police department candidates; and

WHEREAS, EMPCO has submitted a proposal to develop and conduct an assessment center for the positions of police sergeant for TROY; and

WHEREAS, TROY is desirous of having EMPCO provide the above referenced services, in connection with the attached and incorporated proposal submitted by EMPCO, dated February 27, 2014;

NOW THEREFORE, in consideration of the following, the TROY and EMPCO agree to the following:

1. The parties shall comply with all applicable federal, state, and local laws, including non-discrimination laws, and shall comply with all EEOC, Title VII requirements and regulations, and shall not discriminate against any candidate based on race, color, sex, national origin, religion, age, or handicap.

Written Examination for Police Sergeant

2. EMPCO shall provide a fair and transparent written examination process for all internal candidates for police sergeant with the TROY (herein "written examination"). This written examination shall be administered as soon as possible, but no later than 120 days after the signing of this agreement. The final results of this written examination will be used in the creation of the eligibility list for police sergeant positions.
3. Immediately after this agreement is executed, EMPCO shall review the departmental policies, procedure, and organization of the TROY, as well as conduct interviews with appropriate representatives of TROY to

better understand the organization, its culture, the objectives of the TROY and the position to be filled.

4. EMPCO shall prepare a proposed bibliography for the written examination, and shall forward the bibliography, with publisher contact information, to TROY. TROY shall have seven days to object to any of the sources on the bibliography or to propose additional sources for the bibliography. Absent any objections or additions from TROY, all written examination questions shall be taken directly from the texts that are included in the bibliography.
5. EMPCO shall determine the specific job elements that are critical to the position of police sergeant with TROY, and shall prepare a job analysis.
6. EMPCO shall develop the written examination after determining appropriate categories for testing and assigning approximate percentages for each category that will be tested.
7. EMPCO shall schedule the date and the time for the administration of written examination with TROY officials. TROY shall notify candidates of the time and place of the written examination. The written examination shall be administered in an appropriate TROY facility, and at TROY's expense.
8. EMPCO shall prepare the written examination, which shall consist of 100 multiple choice questions that are content valid and job related. The Troy Police Chief shall have the option to review the written examination before it is administered to the candidates.
9. As soon as possible, but at least five business days prior to the scheduled written examination, TROY shall tell EMPCO how many candidates will be taking the written examination.
10. EMPCO shall administer the written examination, proctor the examination, and provide all required materials and answer sheets.
11. EMPCO shall score the written examination and shall inform TROY of the written scores within one (1) week of the examination.
12. No later than two weeks after the individual notification of the tests results, EMPCO shall set one review session, which shall be one hour in length, where all candidates shall have the opportunity to review their individual answer sheets, as well as a copy of the test questions and the answer key. TROY shall notify all candidates of the date, time, and

place of the review session prior to the test and also when the individual test scores are distributed.

13. During this review session, candidates will also have the opportunity to file a challenge to any of the test questions or answers. This opportunity to challenge is limited to the scheduled review session only. No notes are allowed. Any such challenge shall be in writing prepared at the review session, and shall set forth the rationale supporting the candidate's challenge. EMPCO will review any such challenge that is timely filed at the review session, and if EMPCO is persuaded that there is some validity to the challenge, then the scores of all written tests shall be adjusted accordingly by giving all candidates credit for a correct answer on the challenged question.
14. Within two (2) business days of the review session, EMPCO shall forward the final scores of the written examination to TROY. The final scores shall include any adjustments that are made as a result of the challenge process.
15. TROY shall pay EMPCO the sum of \$2,200.00 for the preparation and scoring of the sergeant's written examinations, plus a \$300 proctoring fee, plus a \$22.00 per candidate fee.
16. EMPCO will retain the written examination and answer sheets for a period of 15 days after the review session. The written examination and answer sheets remain the property of EMPCO.

Assessment Center for Police Sergeant

17. EMPCO shall also conduct an assessment center for the position of Troy Police Sergeant.
18. Immediately after this agreement is executed, EMPCO shall review the departmental policies, procedure, and organization of TROY, as well as conduct interviews with appropriate representatives of TROY to better understand the organization, its culture, the objectives of TROY and the positions to be filled.
19. EMPCO shall determine the specific job elements that are critical to the position of police sergeant and police lieutenant with TROY, and shall prepare a job analysis.
20. EMPCO shall develop at least four job related exercises to assess each candidate for each of the individual positions. These assessment

exercises shall be consistent with the "Guidelines and Ethical Considerations for Assessment Center Operations (2009), International Taskforce on Assessment Center Guidelines.

21. EMPCO shall work with the designated TROY representative to schedule the date and the time and the facilities for conducting the assessment center. The assessment center shall be administered in an appropriate TROY facility, and at the TROY's expense. The TROY shall provide two rooms, a tabletop podium, and a working lunch for the assessment team and the facilitator.
22. EMPCO shall prepare a notice of the date, time, and location of the assessment center, which shall be forwarded to the TROY for posting in at least two conspicuous locations at the TROY. This notice shall be prepared and forwarded to the TROY at least fourteen days before the scheduled assessment center.
23. The TROY shall notify EMPCO of the number of candidates for each position as soon as possible. At the conclusion of the pre-assessment orientation meeting, EMPCO shall be provided with the final list of all candidates.
24. EMPCO shall hold a pre-assessment orientation meeting with the candidates approximately one week prior to the scheduled assessment center. This orientation shall provide the candidates with information about the assessment center process. If candidates are unable to make the pre-assessment orientation meeting, then EMPCO shall immediately provide the information about the assessment center process to the candidates by mailing the information to the candidates or with a phone conversation with the candidates.
25. EMPCO shall provide a facilitator for the assessment center. In addition, EMPCO shall provide the assessment team, which shall consist of three police executives that possess the necessary experience, background and knowledge to assess the candidates for the position in question. No member of the assessment team shall have any prior prejudicial knowledge or acquaintance with any of the candidates that are being assessed by the assessment team.
26. Each member of the assessment team shall individually observe and rate each candidate for the sergeant position. Each sergeant candidate shall be offered at least four (4) exercises.

27. EMPCO shall train each member of the assessment team as to the EMPCO assessment process, the exercises that are to be used, and the scoring criteria.
28. EMPCO shall tally the assessment center score for each candidate for each position, and shall provide a written copy of the final scores to the TROY within four (4) business days after the assessment center.
29. If approved by the TROY and requested by the candidate within 60 days of the assessment center, EMPCO will either meet or have a phone conversation with each candidate to discuss the candidate's individual performance at the assessment center. The purpose of this review is to provide the candidate with feedback that can be used in future assessment processes, rather than to impact the final scores of the assessment center.
30. TROY shall pay EMPCO the sum of \$4,700.00 as the base fee for the development and scoring of the assessment center portion of the testing. TROY shall also pay an administration fee of \$1,800.00 for every five (5) candidates or fraction thereof, plus a fee of \$275.00 per candidate.
31. The TROY will also reimburse reasonable mileage and travel expense for the EMPCO facilitator and also the three members of the EMPCO assessment team, at a rate of \$0.56 per mile.

General Agreement Provisions

32. The parties each represent that they have the authority to enter into this agreement.
33. EMPCO shall send all test result to: Jeanette Menig, Human Resources Director as representative of the TROY.
34. EMPCO shall invoice the TROY for services after the final test scores are provided to the TROY. The TROY shall pay those invoices within 30 days of receipt.
35. EMPCO shall carry general liability insurance, professional liability, automobile insurance, workers compensation and employers' liability insurance for any actions, claims, liability or damages caused to others arising out of the performance of this agreement in amounts approved

by TROY. The City of Troy shall be named as an additional insured and the City of Troy shall be notified of any cancellation or material change of that insurance within 30 days. Cancellation of the insurance shall be considered a breach of this agreement and the agreement shall become null and void unless EMPCO immediately provides proof of renewal of continuous coverage to TROY. All insurance carriers shall be licensed and admitted to do business in the State of Michigan. Proof of insurance meeting these requirements shall be provided to TROY within 24 hours after execution of this agreement.

36. To the fullest extent permitted by law, EMPCO agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, the Troy Police Department, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy or the Troy Police Department, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, Troy Police Department, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy or the Troy Police Department, for any claims arising from preparation of the test, procedures conducted for or during the testing, selection of questions, method of scoring, or any other action relating to the execution of activities by EMPCO outlined in this Agreement.
37. TROY may terminate this Agreement for breach of any of the terms and conditions, including but not limited to, unsatisfactory performance or failure to timely comply with the procedures set out herein. Written notification of termination shall be sent by first class mail to EMPCO at its last known address. Upon receipt of a notice of termination EMPCO shall cease performance of any of the terms and conditions under this Agreement.
38. EMPCO shall have no authority or power to assign, subcontract, or transfer any rights, privileges, or interest without obtaining prior written permission from TROY.
39. This Agreement incorporates by reference the Proposal for Troy, MI Police Sergeant Assessment Center & Police Sergeant Written Examination from EMPCO, Inc. dated February 27, 2014 as though fully set out herein. If there is a conflict between the Proposal and this Agreement, this Agreement shall control. These documents constitute the entire Agreement and any changes thereto shall be in writing signed by both the parties unless otherwise set out in the Agreement.

40. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The parties agree that venue for any causes of action shall be Oakland County, Michigan.

Signed this _____ day of March, 2014.

CITY OF TROY,

EMPCO, INC.,

By: _____

By: _____

Its: _____

Its: _____