



## CITY COUNCIL ACTION REPORT

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CITY OF TROY  
CITY MANAGER'S OFFICE

September 10, 2007

TO: <sup>RN</sup> Phillip L. Nelson, City Manager

FROM: Susan A. Leirstein, Director of Purchasing  
Peggy Sears, Director of Human Resources <sup>PS</sup>  
Charles T. Craft, Chief of Police <sup>CC</sup>

SUBJECT: Bid Waiver – Police Department Entry Level Testing Consortium

### Background:

- The Police Department has been a part of EMPCO Metro Police Testing Consortium, for entry-level officers since 1996.
- The Metro Police Testing Consortium allows police officer candidates to take one test and be placed on eligibility lists, based on their score, of multiple police agencies. This approach increases the applicant pool and minimizes the possibility of competing with other departments for candidates. EMPCO advertises for candidates, conducts both the written and oral board portions of the entry exam, and provides participating agencies with a list of candidates who meet the requirements of that agency.
- EMPCO purchased the Michigan Municipal League's (MML) police testing service. The MML now refers to those desiring testing to EMPCO.

### Financial Considerations:

- The professional service has been budgeted for in account #305.7802.070.
- For entry level testing, the fee is assessed per candidate hired on a scale that decreases as the number of candidate hired increases. The number of candidates hired is dependent upon vacancies that occur during the next two years. The cost scale, which reflects the same testing as the 2001 – 2006 resting, is as follows:
  - Candidates 1 - 5                      \$2,250
  - Candidates 6 - 10                    \$1,600
  - Candidates 11 – 20                  \$1,000
  - Candidates 21 and above          \$200

September 10, 2007

To: Phillip L. Nelson, City Manager  
Re: Bid Waiver – Police Department Entry Level Testing Consortium

Legal Considerations:

- Formal bidding procedures are waived, as no benefit would be derived from soliciting formal bids.

Policy Considerations:

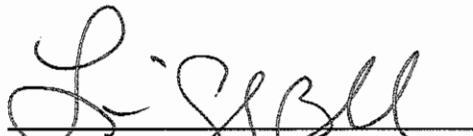
- Enhance the livability and safety of the community. (Goal I)
- Minimize the cost and increase the efficiency and effectiveness of City Government. (Goal II)

Options:

- City management is requesting a waiver of the formal bid process and authorization to utilize EMPCO's Metro Police Testing Consortium for the testing and eligibility requirements for the entry level police officers.

**Where legal review is necessary:**

Approved as to Form and Legality:

  
Lori Grigg Blum, City Attorney

**EMPCO, INC.**  
**&**  
**CITY OF TROY**  
**EMPLOYMENT SERVICE AGREEMENT**

**AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, between the City of Troy, a Michigan municipal corporation, having its principal place of business at 500 W. Big Beaver Road, Troy, MI 48084-5285 ("City") and Empco, Inc., a Michigan corporation, having its principal office at 201 W. Big Beaver Road, Suite 1000, Troy, MI 48084 ("Empco").

**WHEREAS**, Empco provides employment testing services for municipal police departments and

**WHEREAS**, City wishes to utilize an employment testing firm to assist the City in testing and screening potential police department candidates.

**NOW, THEREFORE**, for and in consideration of the conditions and covenants set forth herein, the parties agree as follows:

1. Empco will advertise for potential police candidates, conduct and supervise written tests and conduct oral interviews of potential candidates and provide City with current lists of candidates, the candidates test results and test ranking and the candidates files and background information upon request.
2. Empco shall comply with all applicable federal, state and local nondiscrimination laws and shall comply with all EEOC, Title VII requirements and regulations. Empco shall not discriminate against any candidate based on race, color, sex, national origin, religion, age or handicap. In addition, Empco shall conduct all testing for Troy in compliance with Public Act, 1935, No. 78.
3. Each participating governmental unit will have two (2) positions on an Advisory Board: preferably one from the Police Department and another from the Personnel Department.
4. In advertising for potential candidates, Empco shall run advertisements in the Detroit News/Free Press, Michigan Chronicle, and any other source which are identified by members of the Advisory Board. In addition, Empco shall notify educational institutions, including but not limited to Michigan State University and all other Michigan police academies of scheduled tests and the application process.
5. Empco shall schedule test dates, locations and facilities. Empco shall order and pay for the written examinations from a testing company, which shall be approved

in advance, by members of the Advisory Board. Empco shall provide notice to potential candidates of the test dates, conduct registration, proctor the written examination in accordance with current Michigan statutes and regulations and Empco shall notify potential candidates of their written test results within twenty days of the examination date.

6. Empco shall schedule, conduct and supervise oral interviews of those potential candidates who exceed a pass level for the written examination. The oral interviews of each potential candidate shall be conducted by senior command officers (current or former).
7. The potential candidates shall be graded by the senior command officers with a grade of 0-100 by each of the interviewers, along with any written comments which the interviewers may have about the potential candidates. The individual grades and comments, if any, shall be made available to City along with the the oral grades which shall constitute 40%, along with 60% for the written examination score (unless otherwise directed by the City), to arrive at a final grade which shall be provided to City and the potential candidates. The oral interviews shall not replace oral boards which may be conducted by City.
8. Empco shall prepare files of the potential candidates in descending order of final grade and provide a list of potential candidates customized to City's hiring needs for certification as City's Eligibility List. Empco shall update each potential candidate file with all known changes regarding status and results as the potential candidates progress through the written examination and oral interview process following Act 78 guidelines.
9. Empco shall carry insurance with insurance carriers licensed and admitted to do business in the State of Michigan. All coverage shall be with insurance carriers acceptable to City.
  - A. Worker's Compensation Insurance. Empco shall procure and maintain during the life of this Agreement, Worker's Compensation Insurance including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
  - B. Professional Liability And Commercial General Liability Insurance. Empco shall procure and maintain for the life of this agreement Professional Liability Insurance. Empco shall also procure and maintain for the life of the agreement Commercial General Liability Insurance on an "occurrence basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate Combined Single Limit, Personal Injury, Bodily Injury and Property Damage, Coverage shall include: Contractual Liability, Products and Completed Operations Coverage, and Broad Form General Liability Extensions or equivalent.

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9. Empco shall carry insurance with insurance carriers licensed and admitted to do business in the State of Michigan. All coverage shall be with insurance carriers acceptable to City.
  - A. Worker's Compensation Insurance. Empco shall procure and maintain during the life of this Agreement, Worker's Compensation Insurance including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
  - B. Commercial General Liability Insurance. Empco shall procure and maintain for the life of this agreement Commercial General Liability Insurance on an "occurrence basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate Combined Single Limit, Personal Injury, Bodily Injury and Property Damage, Coverage shall include: Contractual Liability, Products and Completed Operations Coverage, and Broad Form General Liability Extensions or equivalent.
  - C. Motor Vehicle Liability. Empco shall procure and maintain during the life

of the Agreement Motor Vehicle Liability Insurance, including Michigan-No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence. Combined Single Limit, Bodily Injury and Property Damage coverage shall include all owned, non-owned and hired vehicles.

- D. Additional Insured. Commercial General Liability Insurance and Motor Vehicle Liability Insurance as described above shall name City as additional insured.
  - E. Cancellation Notice. All insurance policies listed above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Director of Finance, City.
  - F. Proof of Insurance Coverage. Empco shall provide the City Certificates of Insurance for all policies above, or at the request of the City, Certified Copies of all policies. If any of the above coverage expire during the term of this Agreement, Empco shall deliver renewal Certificates of Insurance and/or policies to the City at least ten (10) days prior to the expiration date.
10. Empco shall indemnify, defend and hold harmless City, its elected and appointed officials and its employees, agents, and representatives from and against any and all claims, damages, liabilities, losses, costs and expense, including reasonable attorney fees and costs of suit, arising out of or in connection with any alleged or actual breach of this Agreement or any claim resulting from the facilitation, proctoring or conduct of the written examination or the oral interviews as a result of this Agreement.
  11. City agrees to utilize the Empco developed Eligibility List as the source for new full-time police candidates until the Eligibility List is depleted as defined by Act 78.
  12. The City authorizes Empco to advertise for positions covered by this Agreement, conduct a written examination, oral interview and maintain records of such examinations for use by each participating city.
  13. The City will inform Empco of the estimated number of officers projected to be hired from this list.
  14. The City will provide Empco with a list of hiring criteria used in the City for purposes of developing an Eligibility List for the City.
  15. The City, when ready to hire, will request from Empco a number of files determined required by the Department. The City agrees to replace files of candidates not hired within seven (7) days of the decision not to hire.

16. The City will forward to Empco all potential hire candidates received by telephone, fax, mail, etc. Empco will notify each of the candidates of the next testing dates and process. Candidates contacting the City directly will be referred to Empco for handling and processing.
17. The City will notify Empco of each hire.
18. This contract is for a period of two (2) years, but the City can terminate this Agreement at any time for any reason upon thirty (30) days written notice.
19. The City will annually reimburse Empco for expenses incurred not to exceed the following:

<u>Number of Candidates Hired</u>	<u>Reimbursement Empco for Each Hire</u>
1 <sup>st</sup> thru 5 <sup>th</sup>	\$2250
6 <sup>th</sup> thru 10 <sup>th</sup>	\$1600
11 <sup>th</sup> thru 20 <sup>th</sup>	\$1000
21 <sup>st</sup> plus	\$ 200

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

FOR THE CITY:

By: \_\_\_\_\_

FOR EMPCO, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_