




500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: January 2, 2020 

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Lisa Burnham, Accounting Manager
Jeanette Menig, Human Resources Director
Frank Nastasi, Chief of Police
MaryBeth Murz, Purchasing Manager

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

History

The Police Department anticipates the retirement of several police and command officers during the next two budget years and the Department is currently operating with four less officers than are budgeted. The Police Department's entry-level police officer eligibility list has been exhausted and there is not a current list established for the Police Sergeant position

Act 78 Civil Service requires that a competitive examination be given and that an eligibility list, based on cumulative test score, be established. Upon Act 78 certification, these lists would remain valid for two years. Sergeant candidates participate in a written and an assessment center exam process. Entry-level police officer candidates take a written exam administered through Empco, Inc. followed by an oral board that is facilitated by Empco.

Purchasing

Since 1990 Empco, Inc. has provided promotional testing services for the 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 now refers those desiring testing to 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

The total cost for the promotional testing depends upon the number of candidates taking the examinations. The fee structure below is an estimate based on the number of candidates that have applied for the position in the past. The Assessment Center cost is an estimate of candidates passing the written exam and still seeking consideration. The entry-level police officer testing cost is based on pricing for the oral board portion; the written exam fee is the responsibility of the candidate. See below for Empco, Inc. pricing as detailed in the attached proposal for this testing.



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\$79,500 is currently available in the Police Department General Fund budget for these services. If the budget is exceeded due to the number of candidates taking the examination; funding is still available in the Police Department budget.

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

Police Sergeant

(Based on 10 candidates)

	<u>Cost</u>
Custom Police Sergeant Written Exam Development Fee	\$2,600.00
Per Candidate Fee (\$26 X 10)	\$260.00
Proctoring of Exam	\$350.00
Assessment Center Development Fee	\$5,000.00
Administration Fee (per day, up to 5 candidates per day) \$2,200	\$4,400.00
Per Candidate Fee (\$300 x10)	\$3,000.00
Estimated Total based on up to 10 candidates	\$15,610.00

Entry-level Police Officer Oral Board

(Based on 100 candidates)

	<u>Cost</u>
Per Candidate Fee @ \$39.00 (x100) (1 Internal Assessor, 1 Empco Assessor per Panel)	\$3,900.00

Total **\$19,510.00**

Recommendation

It is recommended that City Council in the best interest of the City waive the bid process and approve the contract for Professional Services (*Police Department Promotional Testing*) from *Empco, Inc. of Troy, MI* for an estimated **\$19,510.00**

AGREEMENT FOR EMPLOYMENT TESTING SERVICES FOR TROY POLICE OFFICERS

This Agreement for Employment Testing Services is entered into this _____ day of 2020, 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 "City") and Empco, Inc., a Michigan corporation, having its principal office at 1740 W. Big Beaver Road, 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 employment testing services for police officer positions for the City; and

WHEREAS, the City is desirous of having Empco provide the above referenced services, in connection with the bid proposal submitted by Empco, which is attached and incorporated by reference.

NOW THEREFORE, in consideration of the following, the City 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 Officers

2. Empco shall provide a fair and transparent written examination process for all candidates for police officer with the City (herein "written examination"). The exam will be administered through the Law Enforcement Testing System. The test that is administered shall be a national validated exam that has also been validated for agencies in the state of Michigan, including the Troy Police Department. The final results of this written examination will be used in the creation of the eligibility list for the police officer position.
3. The written examination shall be administered by Empco, and each individual taking the examination shall be responsible for any fees charged by Empco for the administration.

4. Empco shall administer the written examination, proctor the examination via computer through test sites to all candidates who sign up and pay for the exam prior to the deadline established by the City. All candidates must follow the policies established by Empco for the testing.
5. Empco shall provide the City with a list of candidates from the Law Enforcement Testing System. This list of candidates will include all candidates who meet the minimum qualifications of the City, have indicated that they wish to work for the City, and who have a passing score on the written exam. The City will review the list and give final approval for those candidates to move on to the next phase of the process.
6. Empco will send all candidates who meet the above conditions an email inviting them to participate in the next phase of the hiring process.

Oral Boards for Police Officer

7. Empco shall also conduct oral boards for the position of Troy Police Officer, as requested by Troy. The oral board will consist of one Empco assessor, and one Troy PD supervisor.
8. Immediately after this contract is executed, Empco shall review the departmental policies, procedure, and organization of the City, as well as conduct interviews with appropriate representatives of the City to better understand the organization, its culture, the objectives of the City and the positions to be filled.
9. Empco shall determine the specific job elements that are critical to the position of police officer, and shall prepare a job analysis.
10. Empco shall work with the designated City representative to schedule the date and the time and the facilities for conducting the oral boards. The oral boards shall be administered in an appropriate City facility, and at the City's expense.
11. Candidates who have qualified to move forward in the process will be invited to sign up for an oral board in order to move on in the next phase of the hiring process for the City.

12. Candidates participating in the oral board will be asked a series of questions constructed by Empco and will be rated on their responses to these questions.
13. Each member of the interview panel shall individually observe and rate each candidate for the police officer position.
14. Empco shall tally the oral board score for each candidate for each position, and shall provide a written copy of the final scores to the City within four business days after the last day of oral boards is completed. Empco shall notify candidates of their oral board score by posting it online for the candidates to view in their online profile within this same timeline.
15. For each assessment center, the City shall pay Empco the sum of \$39 per candidate evaluated in the oral boards.
16. The City will also reimburse mileage for the Empco facilitator and up to three members of the Empco assessment team, at the IRS approved rate.

General Contract Provisions

17. The parties each represent that they have the authority to enter into this contract.
18. Empco shall send all test results to: Jeanette Menig, Human Resources Director, as representative of the City.
19. Empco shall invoice the City for services after the final test scores are provided to the City. The City shall pay those invoices within 30 days of receipt.
20. 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 the City of Troy. Empco shall provide the City with a copy of each such insurance policy upon request of the City. 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 contract and the contract shall become null and void unless the Contractor immediately provides proof of renewal of continuous

coverage to the City of 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 City of Troy within 24 hours after execution of this contract.

21. 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.
22. The City 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 their last known address. Upon receipt of a notice of termination, Empco shall cease performance of any of the terms and conditions under this Agreement.
23. Empco shall have no authority or power to assign, subcontract, or transfer any rights, privileges, or interest without obtaining prior written permission from the City.
24. This Agreement incorporates by reference the attached Empco Proposal, as though fully set out herein. If there is a conflict between the Proposals 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.
25. 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 _____, 2020.

City of Troy

Empco

By: _____

By: _____

Its: _____

Its: _____

**AGREEMENT FOR EMPLOYMENT TESTING SERVICES FOR TROY POLICE
SERGEANT**

This Agreement for Employment Testing Services is entered into this _____ day of 2020, 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 "City") and Empco, Inc., a Michigan corporation, having its principal office at 1740 W. Big Beaver Road, 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 employment testing services for police sergeant positions for the City; and

WHEREAS, the City is desirous of having Empco provide the above referenced services, in connection with the bid proposal submitted by Empco, which is attached and incorporated by reference.

NOW THEREFORE, in consideration of the following, the City 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 City (herein "written examination"). This written examination shall be administered as soon as possible after the signing of this contract. The final results of this written examination will be used in the creation of the eligibility list for the police sergeant position.
3. Immediately after this contract is executed, Empco shall review the departmental policies, procedure, and organization of the City, as well as conduct interviews with appropriate representatives of the City to better understand the organization, its culture, the objectives of the City 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 the City. The City 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 City, 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 the City, 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 City officials. The City shall notify candidates of the time and place of the written examination. The written examination shall be administered in an appropriate City facility, and at the City'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 ten business days prior to the scheduled written examination, the City 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 the City of the written scores.
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. The City 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. 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 business days of the review session, Empco shall forward the final scores of the written examination to the City. The final scores shall include any adjustments that are made as a result of the challenge process.
15. The City shall pay Empco the sum of \$2,600.00 for the creation of the written examination, and a proctoring fee of \$350.00 for the day that the examination is offered, plus a fee of \$26.00 per candidate that takes the written examination.
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 contract is executed, Empco shall review the departmental policies, procedure, and organization of the City, as well as conduct interviews with appropriate representatives of the City to better understand the organization, its culture, the objectives of the City and the positions to be filled.
19. Empco shall determine the specific job elements that are critical to the position of Police Sergeant, and shall prepare a job analysis.
20. Empco shall develop at least three 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” issued in 2009 by the International Taskforce on Assessment Center Guidelines.

21. Empco shall work with the designated City 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 City facility, and at the City's expense. The City 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 City for posting in at least two conspicuous locations at the City. This notice shall be prepared and forwarded to the City at least fourteen days before the scheduled assessment center.
23. The City 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.
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 City within four business days after the assessment center.
29. If approved by the City 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. For each assessment center, the City shall pay Empco the sum of \$5,000.00 as the base fee for the creation of the assessment center. In addition, the City will pay an additional \$2200 for each day of the assessment center, with a maximum of five candidates on each day. Additionally, the City shall pay \$300 for each candidate evaluated.
31. The City will also reimburse mileage for the Empco facilitator and also the three members of the Empco assessment team, at the IRS approved rate.

General Contract Provisions

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33. Empco shall send all test result to: Jeanette Menig, Human Resources Director, as representative of the City.
34. Empco shall invoice the City for services after the final test scores are provided to the City. The City 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 the City of Troy. Empco shall provide the City with a copy of each such insurance policy upon request of the City. 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 contract and the contract shall become null and void unless the Contractor immediately provides proof of renewal of continuous coverage to the City of 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 City of Troy within 24 hours after execution of this contract.

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.
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Signed this _____ day of _____, 2020.

City of Troy

Empco

By: _____

By: _____

Its: _____

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