

A RESOLUTION APPROVING A SERVICES AGREEMENT WITH STANARD & ASSOCIATES, INC. FOR SERVICES IN CONNECTION WITH THE EVALUATION OF CANDIDATES FOR EMPLOYMENT WITH THE VILLAGE POLICE DEPARTMENT

WHEREAS, the Village of Barrington Hills (“the Village”) is a home rule municipality, pursuant to Article VII, Section 6, of the Constitution of the State of Illinois, and as such is authorized to take all reasonable action pertaining to its affairs in accordance therewith; and

WHEREAS, pursuant to its home-rule powers, the Village is authorized to enter into professional service agreements; and

WHEREAS, the President and the Board of Trustees desire to enter into a Services Agreement with Stanard & Associates, Inc. for services in connection with the evaluation of candidates for employment with the Village Police Department, which is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Barrington Hills, located in the Counties of Cook, Kane, Lake and McHenry, Illinois, as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Chief of Police is hereby authorized to execute the Services Agreement with Stanard & Associates, Inc. for services in connection with the evaluation of candidates for employment with the Village Police Department, which is attached hereto as Exhibit A.

SECTION THREE: This Resolution shall take effect immediately upon its passage and approval as provided by law.

Ayes: Nays: Absent:

PASSED AND APPROVED by the President and Board of Trustees of the Village of Barrington Hills, Illinois, this 25th day of April, 2016.

APPROVED:

ATTEST:

Village President

Village Clerk

Background on Proposed Stanard Service Agreement

The proposed agreement with Stanard & Associates is for police applicant testing, application processing, and preliminary communication with candidates.

If approved by the BH BOT, and after review by BHPD, Stanard will prepare an online application package and create a 'landing page' on their website to host the BHPD police officer application. Stanard will accept applications on behalf of BHPD and will respond to applicant questions regarding the process.

Upon conclusion of the application acceptance period, Stanard will review all applications and prepare a digital PDF file of each candidate's packet for BHPD. Stanard will meet with BHPD management staff to review all applications. Stanard will provide candidates with instructions on when and where to take the written examination. Stanard will administer the written exam. The written exam used by Stanard is the National Police Officer Selection Test (POST). The fee for this service is \$45 per applicant to be paid by the candidate directly to Stanard & Associates.

Stanard & Associates will also administer a Psychological Assessment which will be completed after the successful candidates have been given a conditional offer of employment. The cost of this assessment will be paid by BHPD at a cost of \$395 per candidate.

BHPD will conduct or arrange for all applicant interviews (BHPD and Personnel Committee), background investigation, polygraph exam, medical exam, and physical agility test.

Stanard & Associates has been recommended by the Illinois Association of Chiefs of Police and is used by several neighboring Villages for police officer testing.

This proposed service agreement has been reviewed by Sean Conway of Bond/Dickson & Associates.



Exhibit 2

March 3, 2016

Chief Rich Semelsberger,
Barrington Hills Police Department
112 Algonquin Road
Barrington Hills, Illinois 60050

Sent via email: rsemelsberger@vbhpd.net

Dear Chief Semelsberger,

Below is the methodology and costs for Stanard & Associates, Inc. to host your part time police officer application process, which would include administering and scoring our written test; The National Police Officer Selection Test (POST).

1. Stanard & Associates, Inc. (S&A) prepares the online application packet (using existing Barrington Hills or S&A application forms) and provides documents to Barrington Hills for review.
2. Barrington Hills provides feedback to S&A on minimum hiring requirements, application documents, etc. and S&A revises documents accordingly.
3. Stanard & Associates, Inc. creates a landing page on its website to host the Barrington Hills police officer application. Barrington Hills includes the dedicated S&A website landing page information in all advertisements for the part time police officer process and on the Barrington Hills website, instructing candidates to visit www.applytoserve.com to purchase an application.
4. S&A accepts applications on behalf of Barrington Hills through the application deadline date. (S&A will provide a Job Applicant Help Desk email address for candidates to email S&A with any questions on the application process. S&A will respond to candidate's emails during normal business hours (Monday-Friday 8:30 a.m. to 5:00 p.m.).
5. S&A will review all applications, including submission of all required documents. S&A will prepare a digital PDF file of each candidate's application packet for Barrington Hills.
6. Once the application deadline has passed, S&A will schedule a meeting or conference call with Barrington Hills to review all applications. S&A will provide a list of candidates who have submitted required documentation as well as those candidates who have incomplete applications. As a group, we will review all incomplete applications. Ultimately, we will defer to Barrington Hills on those candidates who are ineligible to move on in the testing process.

7. After the application deadline has passed, S&A will send an e-mail to all individuals letting them know their status in the process. Individuals who have successfully submitted their application will receive instructions on attending any mandatory orientation and the written examination.

Those individuals that have submitted incomplete or late applications, or do not submit their application, will also receive an e-mail letting them know they are no longer eligible to proceed in the testing process.

8. Prior to any mandatory orientation, S&A will turn over all submitted application documents on a USB flash drive to Barrington Hills for their records. S&A will also prepare a list of candidate names to assist with check in at any orientation, written test, etc.

The flat fee for this service is \$45.00 to be paid by the applicant directly to Stanard & Associates, Inc. However, for any candidates granted a fee waiver by Barrington Hills, S&A will invoice Barrington Hills for those waived fees. This \$45.00 fee covers S&A hosting the application process as stated above, the written exam booklets, and S&A administering and scoring the written exams.

S&A will not invoice Barrington Hills for any travel related fees for the two scheduled meetings with Barrington Hills or for the test administration.

The written test used is The National Police Officer Selection Test (POST), which is a validated written test that was developed by Stanard & Associates. The POST will test candidates in the area of Arithmetic, Reading Comprehension, Grammar, and Report Writing.

General terms:

If requested in writing by Client, any additional administrative time and/or consulting (responding to candidate grievances, litigation support, expert witness testimony, depositions, statistical analyses, attend special meetings, responding to agency or candidate queries after project deliverables have been provided, etc.) will be billed at our current hourly rates which are \$175.00 per hour for Bachelor's and Master-level staff and \$250.00 per hour for Ph.D. - level staff. Requests for copies, scanning, assembly, etc. of paperwork are billed at an administration rate of \$30.00 per hour.

Any shipping and handling, printing, and travel related expenses will be kept to a minimum costs and billed as incurred. We do not anticipate any shipping or handling costs with this project.

Barrington Hills will be responsible for securing a location for the test administration.

A contact person for this project will be designated by Barrington Hills and will be responsible for coordinating activities, such as providing S&A with requested information and scheduling meetings. We anticipate this contact person will be the Chief of Police or his designee.



While S&A strives to become familiar with each client's local circumstances, its consultants are not attorneys, and we rely on contact personnel or client's legal counsel to ensure processes and procedures adhere to local rules (e.g. Fire and Police Commission rules, bargaining agreements, etc.)

Work performed or meetings scheduled on weekends requiring S&A's attendance will be billed at 1.5 times any quoted project rate. This will not pertain to the test administration if administered on a weekend, as it is part of the applicant fee.

S&A invoices for one-half payment up front and the other half upon completion.

Thanks again for your time and consideration. We look forward to working with you again. If you have any questions on the application process, please do not hesitate to contact me at 1- 800-367-6919 or via e-mail at mike.anderson@stanard.com

Best Regards,
Michael J. Anderson
Senior Consultant
Public Safety Sales

SERVICES AGREEMENT

This contract is entered into by and between Stanard & Associates, Inc. (“Stanard”) and the Village of Barrington Hills (the “Client”).

1. Scope of Services.

(a) Professional Services. During the Term of this Agreement, Stanard agrees to provide to Client with the Services identified in the attached Exhibit 1 (also referred to herein as the “Services”), for the fees set forth in the attached Exhibit 2, on the terms and conditions set forth in this Agreement.

(b) Client Records. Stanard will remit to the Client all applications, exam scores and client application documents, records and materials related to the application process for recordkeeping, although Stanard will not be required to provide any proprietary test content/test materials as part of these records.

(c) Additional Support. Upon the express written request by the Client, Stanard will provide validation information and studies and litigation support related to the exams provided under this Agreement. Any additional consulting or litigation support will be billed at applicable hourly rates under separate terms.

(d) Services are Not Legal Advice. Stanard provides Clients with professional testing services and information on the hiring process. The services provided under this Agreement do not encompass legal advice and are not intended to entail legal advice to Clients regarding application of Stanard’s service under specific conditions. Clients are solely responsible for their compliance with the law in every specific instance.

2. Client Responsibilities.

(a) Cooperation and Assistance. Upon Stanard's reasonable request, Client will dedicate necessary resources and designate and make reasonably available a contact for consultation and cooperation to the extent necessary in order to facilitate Stanard’s performance of the Services. Stanard’s performance of its obligations hereunder shall be excused to the extent its performance is adversely impacted by such failure or delay; but Client will nonetheless remain obligated, subject to the terms of this Agreement, to pay Stanard as though they had been fully performed during such period.

(b) Client to Set Standards for Recruitment. In order to facilitate performance of the Services under this Agreement, Client shall provide Stanard with the eligibility requirements for the positions and shall inform Stanard of any requirements provided under rules, policies, contracts or other provisions by which Client is bound that apply to the recruitment or testing process.

(c) Client to Establish Fees and Processes. Client is solely responsible for determining and setting an application or examination fee, if applicable, and for determining the application processes. Client also shall have sole responsibility to determine if and when a fee waiver will be granted for candidates with financial hardship. Stanard and the Client will determine a mutually agreeable time and date for each stage of the application process.

3. Payments.

(a) Fees. Fees as set forth in Exhibit 2 will be invoiced to Client on a monthly basis in advance and are due and payable by Client thirty (30) days from the date of Client's receipt of an invoice that is not the subject of a good faith dispute. In the event Client disputes an invoice in good faith, Client shall pay the undisputed portion, if any, by the due date of such invoice.

(b) Expenses. Unless otherwise set forth in Exhibit 2, Client will also reimburse Stanard for actual and reasonable travel expenses incurred in providing Client with the Services under this Agreement, with reimbursement to be on an as-incurred basis. Expenses will be invoiced to Client on a monthly basis in arrears and are due and payable by Client thirty (30) days from the date of the invoice.

4. Insurance and Indemnification.

(a) Insurance. Stanard shall purchase and maintain at all times during the term of this Contract professional liability insurance with coverage limits of no less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate.

(b) Indemnification. Subject to applicable law, Client will defend, indemnify, hold Stanard, its agents and employees, officers and directors harmless from and against any loss, cost and expenses (including settlement and fees) incurred by Stanard from any third party claim arising out of or related to the Client's sole willful misconduct and Stanard will defend, indemnify, hold the Client, its agents and employees, officers and directors harmless from and against any loss, cost and expenses (including settlement and fees) incurred by the Client from any third party claim arising out of or related to claims in connection with Stanard's sole negligence or willful misconduct in providing services under this Agreement. This obligation shall survive termination or expiration of this Agreement for any reason.

5. Independent Contractor.

It is understood and agreed that Client and each employee, on the one hand, and Stanard and each Stanard employee, on the other hand, are acting as independent contractors in performance of its obligations hereunder. Nothing herein contained shall be construed as creating the relationship of principal and agent, or employer and employee, or partnership or joint venture between Stanard and Client, or between a party and any employee of the other party. Both parties acknowledge that Stanard is not an employee for state or federal tax purposes or for any other purpose.

6. Governing Law and Venue.

This Agreement shall be construed under Illinois law any disputes arising hereunder shall be resolved in the Circuit Court of Cook County, Cook County, Illinois.

BARRINGTON HILLS

STANARD & ASSOCIATES, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Scope of Services

The services Stanard & Associates, Inc. provide in administering the application process to the extent authorized by applicable laws are set forth below. In all regards, the Client retains sole and final authority to make decisions regarding the application process and selection of candidates for employment for part time Police Officer.

1. Application

Client will notify Stanard of applicable Department or Commission requirements and procedures.

Stanard will prepare the application packet.

Client will review the application packet.

Stanard prepares final application packet per Client's direction.

Stanard creates a landing page on its website to host application.

Client directs applicants to Stanard website landing page, ApplytoServe.com including through published notices and on Client's website, informing candidates of process for obtaining an application.

Stanard collects fees established by Client pursuant to one or more of the following as applicable: 55 ILCS 5/3-8010 of the Illinois Counties Code; 65 ILCS 5/10-1-9 of the Illinois Municipal Code, Civil Service in Cities; 65 ILCS 5/10-1-7.1(c) of the Illinois Municipal Code, Board of Fire and Police Commissioners Act; or pursuant to Client's authority under Article VII of the Illinois Constitution.

Stanard will screen applications broadly to determine if the application was timely filed and is complete per Client's requirements and will prepare a file on each candidate application packet reflecting all information received.

Client will identify those individuals eligible to participate in the respective testing process.

Stanard will communicate with all individuals eligible to participate in the testing process and will include directions per Client regarding attendance at any mandatory orientation and written examination.

Stanard will communicate to ineligible candidates that Client has determined the individuals are no longer eligible to proceed in the testing process.

2. Written Examination

Client will use The National Police Officer Selection Test (POST) for the position of part time Police Officer. Stanard will administer and score the POST and provide the results to Client.

Client will arrange the date, time and place of the written examinations.

Stanard will publicized the examination dates, time and place to candidates determined by Client to be eligible to participate in the written examinations

Optional Service Add-Ons: if requested by Client

Additional Communications with Applicants (Part 1)

S&A collects any outstanding or missing documents

S&A sends Oral Interview date and time reminder emails.

Cost for Part 1: \$750.00 per 100 applicants

Additional Communications with Applicants (Part 2)

Request documentation for preference points at a later stage of application process

Calculate all preference points and prepare final eligibility list

Once list is certified by Barrington Hills, send final notification to all eligible applicants

Cost for Part 2: Will be billed at the hourly rate of \$175.00 per hour

Psychological Assessments

Stanard will conduct in depth psychological assessments of candidates. This is usually done after a candidate has been given a conditional offer of employment. The cost per assessment is \$395.00.