

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Jul 23, 2015

Action Requested By: Human Resources

Agenda Type: Resolution

Subject Matter:

Purchase and Test Security Agreement

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Purchase and Test Security Agreement by and between the City of Huntsville and Stanard & Associates, Inc. for The National Police Officer Selection Test (POST).

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

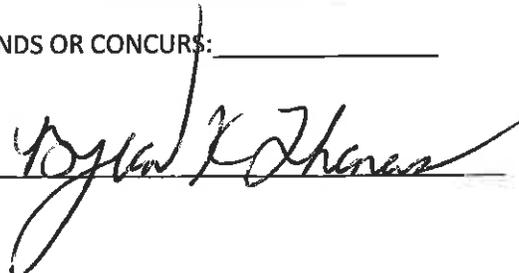
Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

This agreement is needed in order to purchase tests for entry level Police Officer positions.

Associated Cost: _____

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: 

Date: 7/17/15

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Human Resources Council Meeting Date: 7/23/2015

Department Contact: Tenya Woods Phone # 256-427-5246

Contract or Agreement: Stanard & Associates, Inc.

Document Name: Purchase and Test Security Agreement

City Obligation Amount: 0

Total Project Budget:

Uncommitted Account Balance:

Account Number:

Procurement Agreements

Select...	Select...
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Grant-Funded Agreements

Select...	Grant Name: <input style="width: 60%;" type="text"/>
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Department	Signature	Date
1) Originating	<i>[Handwritten Signature]</i>	7/17/15
2) Legal	<i>[Handwritten Signature]</i>	7/17/15
3) Finance	<i>[Handwritten Signature]</i>	7/17/15
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 15-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Purchase and Test Security Agreement by and between the City of Huntsville and Stanard & Associates, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Resolution authorizing the Mayor to enter into a Purchase and Test Security Agreement by and between the City of Huntsville and Stanard & Associates, Inc. for The National Police Officer Selection Test (POST)," consisting of one (1) pages and the date of July 23, 2015 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 23rd day of July, 2015.

President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 23rd day of July, 2015.

Mayor of the City of
Huntsville, Alabama

The National Police Officer Selection Test (POST) Purchase and Test Security Agreement

- ✓ The National Police Officer Selection Test (POST, hereafter) will be kept in locked files.
- ✓ This agreement applies to users of the POST and POST-related materials, including public safety agencies, employment agencies, or other entities that use the POST to guide personnel decisions.
- ✓ Access to the POST will be by authorized personnel only.
- ✓ POST materials cannot be reproduced for any purpose.
- ✓ POST will not be supplied to anyone for advance study or after the examination period.
- ✓ This purchase agreement can only be modified with written approval by Stanard & Associates, Inc. (S&A).

Payment

For tests scored by S&A, full payment is due upon delivery of hard copy test results and invoice. Agency-scored POST users will be invoiced approximately two weeks after test date. Full payment is due upon receipt of invoice. **Your Agency will be invoiced by the Alabama Association of Chiefs of Police. Please direct invoicing-related inquires to your Association contact person.**

Returns

To avoid being invoiced for all test booklets ordered, all unused agency-scored tests must be returned within 14 days of the test date. If the user chooses to have S&A score the tests, the user is required to return all used and unused test booklets to S&A within 14 days of the test date.

Shipping

All test materials must be packaged securely for shipping and a carrier with electronic tracking capabilities must be used (e.g., UPS or Federal Express.) If materials are returned damaged because of improper packing or are lost in transit, the user is solely responsible for all damaged or missing booklets.

Copyright and Test Security

No agency, licensee or end user of the POST or POST guides is authorized to publish, reproduce, or adapt these materials for any purpose or by any means, including photoduplication. Duplication of testing materials is strictly prohibited. Should any POST materials become involved in legal proceedings, the user (1) will inform all parties to the legal proceedings of the terms of this agreement and all confidentiality provisions, (2) will immediately notify S&A in writing of the legal proceedings, and (3) will obtain an enforceable protective order to protect and secure the confidentiality of the POST test and POST-related materials and to limit and restrict disclosure to the fullest extent permitted by the court and court rules.

Use of the Test

POST materials received from S&A will be used only for the official purpose of the named user. Under no circumstances will POST materials be available for study, copying, photographing, reproduction or re-publication, in whole or in part. Only authorized persons will have access to test materials, and test materials will not be loaned, given, sold or otherwise made available to any unauthorized person. It is the user agency's responsibility to ensure that the hiring process, and all uses and applications of this exam, including cutoff scores, complies with all applicable laws, regulations and professional guidelines for employee selection. While S&A has completed a nationwide job analysis study demonstrating the job-relatedness of the POST for its intended use, it is the exclusive responsibility of the user to obtain sufficient evidence that the skills measured by the POST are valid job requirements.

Limitation of Liability

In no event will S&A be liable for any indirect, consequential, exemplary, or special damages arising out of this agreement or purchase or use of POST products. The user agrees that S&A is not responsible for any liability or expense incurred by the user arising out of any claim asserted by any third party that relates to use of POST test materials. S&A's total liability to the user of POST test materials is limited to the user's total purchase price paid for the POST test materials.

Authorized Signatory

The person signing this agreement on behalf of the user agency has the full authority to enter into this agreement on behalf of the user and is authorized to bind the user to the terms of this agreement. S&A reserves the right to require the signature on this agreement of any other officer, employee or agent of the user agency who is now, or later becomes, responsible for test administration.

Termination

S&A and the Alabama Association of Chiefs of Police have the right to terminate this agreement and withhold or recall POST materials if terms and conditions of this agreement are believed to have been violated.

To maintain the reliability and validity of the POST, the individual who signs this agreement accepts, on behalf of the agency, to comply with the terms and conditions of the purchase and security agreement.

Print Name and Title

Name of Agency/Organization

Signature

Date

Address

Phone

Email

City/State/Zip

Quality Through Selection

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President of the City Council of the
City of Huntsville, Alabama
Date: _____

 **Stanard**
& Associates, Inc.
Info for Decisions in Management