CHW
02/11/16
Item No. 31

AN ORDINANCE 2016-02-11-0092

AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH INDUSTRIAL/ORGANIZATIONAL SOLUTIONS, INC., IN AN AMOUNT UP TO $33,095.00, TO PROVIDE FOR CONTENT-VALIDATED MODIFICATIONS TO THE ENTRANCE EXAMINATION PROCESS FOR THE SAN ANTONIO POLICE DEPARTMENT.

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WHEREAS, pursuant to Ordinance No. 2015-06-18-0568, the City of San Antonio entered into a professional services contract with Industrial/Organizational Solutions, Inc. to provide content-validated testing services for San Antonio Police Department and San Antonio Fire Department examinations; and

WHEREAS, the City now wishes to engage Industrial/Organizational Solutions, Inc. to provide additional content-validated testing services to the San Antonio Police Department; and

WHEREAS, the cost of those services will not exceed $33,095.00; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager and her designee are hereby authorized to execute the contract attached hereto as **Exhibit I** with Industrial/Organizational Solutions, Inc. to provide certain content-validated testing services to the San Antonio Police Department.

SECTION 2. Funding in the amount of $33,095.00 for this Ordinance is available in Fund 110010000, Cost Center 1701010095 and General Ledger 5201040, as part of the Fiscal Year 2016 budget. Payment not to exceed the budgeted amount is authorized to Industrial/Organizational Solutions, Inc. and should be encumbered with a purchase order.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts, as necessary to carry out the purpose of this Ordinance.

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SECTION 4. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 11th day of February, 2016.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**31 (in consent vote: 4, 5, 6, 7, 8, 9A, 9B, 10A, 10B, 11, 12, 13A, 13B, 14A, 14B, 14C, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 31, 32)**
Date:	02/11/2016
Time:	09:19:59 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing an amendment to the professional services contract with Industrial/Organizational Solutions, Inc., in an amount up to $33,095.00, to provide for content-validated modifications to the entrance examination process for the San Antonio Police Department. [Ben Gorzell Jr., Chief Financial Officer; Lori Steward, Human Resources Director]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5	x					
Ray Lopez	District 6		x				x
Cris Medina	District 7		x			x	
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR
ENTRANCE EXAMINATIONS FOR THE
SAN ANTONIO POLICE & FIRE DEPARTMENTS
AND PROMOTION EXAMINATIONS
AND VIDEO RECORDED ASSESSMENT CENTERS
FOR THE SAN ANTONIO POLICE DEPARTMENT

This First Amendment to Professional Services Agreement for Entrance Examinations for the San Antonio Police & Fire Departments and Promotion Examinations and Video Recorded Assessment Centers for the San Antonio Police Department (Amendment) is entered into by and between the City of San Antonio, Texas (City) and Industrial/Organizational Solutions, Inc. (Contractor).

WHEREAS, pursuant to Ordinance No. 2015-06-18-0568, City and Contractor entered into the Professional Services Agreement for Entrance Examinations for the San Antonio Police & Fire Departments and Promotion Examinations and Video Recorded Assessment Centers for the San Antonio Police Department on July 21, 2015, (Agreement); and

WHEREAS, the parties wish to amend said Agreement to provide for the development of oral assessments for applicants for the position of police cadet; and

WHEREAS, the parties wish to amend said Agreement to provide for the development of a portable physical ability test for applicants for the position of police cadet; **NOW THEREFORE:**

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. Contractor and City hereby agree to the addition of Subsection 3.1(B)(VI) to the Agreement. Said subsection shall provide, in its entirety, as follows:

VI. Develop Police Applicant Oral Assessments:

a) For purposes of this subsection, an oral assessment means a structured interview process, consisting of a presentation component and three scenario-based interview questions and related rating criteria.

b) **CONTRACTOR** shall develop oral assessments for applicants for the position of SAPD police cadet.

c) Prior to developing the oral assessments, **CONTRACTOR** shall conduct meetings with SAPD subject matter experts to gather critical incidents to guide development of said oral assessments.

Exhibit I

d) **CONTRACTOR** shall develop four forms of the oral assessment.

e) **CONTRACTOR** shall commit each form of the oral assessment to a video/audio-based MP4 format. Instructions and questions shall be conveyed through audio, and a built-in timer shall be displayed to allow for the automatic timing and administration of the assessment. Said system shall allow the oral assessment to be administered to applicants without the need for a proctor in the assessment room.

f) **CONTRACTOR** shall make necessary revisions to the administration guide to account for differences with the video-based administration of the oral assessments.

g) **CONTRACTOR** shall ensure that the oral assessments comply with the applicable provisions of Chapter 143 of the Texas Local Government Code, the Fire Fighters' and Police Officers' Civil Service Rules, and the current Collective Bargaining Agreement between the City of San Antonio, Texas and the San Antonio Police Officers' Association.

h) **CONTRACTOR** shall ensure that the oral assessments comply with state and federal guidelines related to testing and employee selection procedures, to include, but not limited to, the Texas Human Rights Commission, EEOC, ADA, and U. S. Department of Justice. The oral assessments shall be designed to ensure nondiscrimination against any applicant because of race, color, religion, national origin, gender, sexual orientation, disability, or age.

i) **CONTRACTOR** shall complete the development of the oral assessments within six weeks of a date mutually agreed upon between **CITY** and **CONTRACTOR**.

SECTION 2. Contractor and City hereby agree to the addition of Subsection 4.10 to the Agreement. Said subsection shall provide, in its entirety, as follows:

4.10 **CITY** agrees to pay **CONTRACTOR** for the services provided for in Subsection 3.1(B)(VI) of this contract in accordance with the pricing schedule set out in Attachment B and on the payment schedule set out in Subsection 4.3 of this contract. Said fees shall not be counted against the total contract maximum set out in Section 4.1 of this contract.

SECTION 3. Contractor and City hereby agree to the addition of Subsection 3.1(B)(VII) to the Agreement. Said subsection shall provide, in its entirety, as follows:

VII. <u>Design Police Applicant Portable Physical Ability Test</u>:

a) **CONTRACTOR** shall design a portable physical ability test (PAT) for applicants for the position of SAPD police cadet.

b) Prior to developing the portable PAT, **CONTRACTOR** shall review and analyze data related to the PAT currently in use by the SAPD.

c) Prior to developing the portable PAT, **CONTRACTOR** shall conduct meetings with SAPD subject matter experts to review the current PAT course and identify parallel exercise components that are transportable.

d) **CONTRACTOR** shall conduct on-site field-testing of the portable PAT at the San Antonio Police Training Academy. **CONSULTANT** shall then conduct on-site field-testing of the portable PAT using current police officers, with a target sample size of one hundred.

e) **CONTRACTOR** shall analyze the results of the portable PAT field-testing to identify an appropriate minimum qualification cut-off score. **CONTRACTOR** shall consult with **CITY** before making a final recommendation.

f) **CONTRACTOR** shall make necessary revisions to applicant preparation/orientation guide and proctor instructions.

g) **CONTRACTOR** shall prepare an updated technical report to document the development and validation of the portable PAT.

h) **CITY** shall be responsible for the purchase of any equipment or property necessary for the portable PAT.

i) **CONTRACTOR** shall ensure that the portable PAT complies with the applicable provisions of Chapter 143 of the Texas Local Government Code, the Fire Fighters' and Police Officers' Civil Service Rules, and the current Collective Bargaining Agreement between the City of San Antonio, Texas and the San Antonio Police Officers' Association.

j) **CONTRACTOR** shall ensure that the portable PAT complies with state and federal guidelines related to testing and employee selection procedures, to include, but not limited to, the Texas Human Rights Commission, EEOC, ADA, and U. S. Department of Justice. The portable PAT shall be designed to ensure nondiscrimination against any applicant because of race, color, religion, national origin, gender, sexual orientation, disability, or age.

i) **CONTRACTOR** shall complete the design, development, and testing of the portable PAT within ten weeks of a date mutually agreed upon between **CITY** and **CONTRACTOR**.

SECTION 4. Contractor and City hereby agree to the addition of Subsection 4.11 to the Agreement. Said subsection shall provide, in its entirety, as follows:

4.11 **CITY** agrees to pay **CONTRACTOR** for the services provided for in Subsection 3.1(B)(VII) of this contract in accordance with the pricing schedule set out in Attachment C and on the payment schedule set out in Subsection 4.3 of this contract. Said fees shall not be counted against the total contract maximum set out in Section 4.1 of this contract.

SECTION 5. All provisions of the Agreement not addressed by this Amendment shall remain in full force and effect.

EXECUTED as of the dates indicated below.

CITY OF SAN ANTONIO

Sheryl Sculley
City Manager

Date:_____

Lori Steward
Human Resources Director

Date:_____

INDUSTRIAL/ORGANIZATIONAL SOLUTIONS, INC.

Chad C. Legel
President and CEO

Date: 1.15.16

Date:_____

Approved as to Form:

Martha G. Sepeda
Acting City Attorney