

**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.

- 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. Design Police Applicant Portable Physical Ability Test:

- 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

INDUSTRIAL/ORGANIZATIONAL  
SOLUTIONS, INC.

\_\_\_\_\_  
Sheryl Sculley  
City Manager

  
\_\_\_\_\_  
Chad C. Legel  
President and CEO

Date: \_\_\_\_\_

Date: 1.15.10 \_\_\_\_\_

\_\_\_\_\_  
Lori Steward  
Human Resources Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Martha G. Sepeda  
Acting City Attorney