

**CITY OF SAN ANTONIO  
HUMAN RESOURCES DEPARTMENT  
CITY COUNCIL AGENDA MEMORANDUM**

**TO:** Mayor and City Council

**FROM:** Sharon De La Garza, Director, Human Resources Department

**SUBJECT:** Ordinance authorizing a two-year contract renewal and extension with a testing consultant to prepare Fire and Police written entrance examinations

**DATE:** March 24, 2005

**SUMMARY AND RECOMMENDATIONS**

This ordinance authorizes the Interim City Manager, or his designee, to execute a two (2) year renewal and extension contract with EB Jacobs, LLC, (formerly known as SHL USA, Inc.) testing consultant, for the development of validated written entrance examinations for the positions of Fire Trainee and Police Cadet in the San Antonio Fire and Police Departments, respectively. This two (2) year renewal and extension contract is for the amount of \$113,000 and will commence on April 11, 2005 and end April 10, 2007.

Staff recommends the approval of this ordinance.

**BACKGROUND INFORMATION**

Texas Local Government Code, Chapter 143, known as the Texas Fire Fighters & Police Officers Civil Service Law, mandates the use of written entrance examinations as part of the entry process for Fire and Police classified (sworn) personnel. Ordinance No. 95597 passed and approved on April 11, 2002, authorized the City to enter into a contract with SHL USA, Inc. (now known as EB Jacobs, LLC), for the development of validated Fire and Police entrance examinations. The contract was for a base period of three (3) years, with the City having the option to renew and extend it for an additional two-year period.

The annual first year amount of the two (2) year renewal and extension contract is \$50,000.00 for test development; and, an annual second year amount of \$63,000.00 for the development of the examinations and job analysis updates that are part of the validation process.

**POLICY ANALYSIS**

The City has previously contracted with professional testing consultants with the expertise to provide for the development of written Fire and Police entrance examinations, and their validation in accordance with applicable guidelines on employee selection procedures. Use of outside testing consultants, along with their experience in providing expert testimony, also helps

to minimize the legal exposure of the City in administering its entry-level Fire and Police selection processes.

### **FISCAL IMPACT**

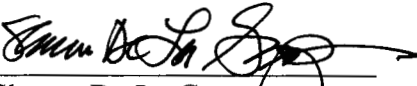
Funds have been included in the FY 2005 General Fund budget for the production of validated Fire and Police written entrance examinations. Continuance of this contract in the FY 2006 General Fund budget is contingent on City Council approval through annual budget appropriations.

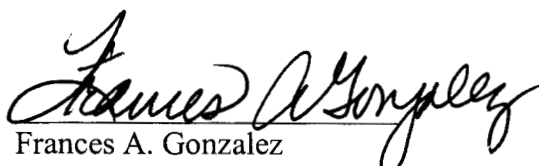
### **COORDINATION**


This proposed ordinance has been coordinated with the City Attorney's Office, the Fire and Police Departments, and the Office of Management & Budget.

### **SUPPLEMENTARY COMMENTS**

The required Discretionary Contracts Disclosure Form is attached.

  
Sharon De La Garza  
Human Resources Director

  
Frances A. Gonzalez  
Assistant City Manager

  
J. Rolando Bono  
Interim City Manager

**City of San Antonio**  
**Discretionary Contracts Disclosure\***

*For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2  
Attach additional sheets if space provided is not sufficient.  
State "Not Applicable" for questions that do not apply.*

*\*This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.*

**Disclosure of Parties, Owners, and Closely Related Persons**

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

NOT APPLICABLE

(2) the identity of any **business entity**<sup>1</sup> that would be a party to the discretionary contract:

NOT APPLICABLE (NON OTHER THAN EB JACOBY, LLC.)

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract;

NOT APPLICABLE

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

NOT APPLICABLE

<sup>1</sup> A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

- (3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

NOT APPLICABLE

#### Political Contributions


Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
NOT APPLICABLE		

#### Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question<sup>2</sup> as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

NOTHING (NOT APPLICABLE)

Signature: 	Title: MANAGING DIRECTOR Company: EB JACOBS, LLC	Date: 2/3/05
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<sup>2</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

**RENEWAL AND EXTENSION OF**  
**PROFESSIONAL SERVICES CONTRACT**

This renewal of the PROFESSIONAL SERVICES CONTRACT (hereinafter referred to as "CONTRACT") for preparation of entry-level written examinations for the positions of Police Cadet, San Antonio Police Department; and Fire Trainee, San Antonio Fire Department, is entered into by and between the **CITY OF SAN ANTONIO** (hereinafter referred to as "**CITY**"), a Texas Municipal Corporation, acting by and through its City Manager, pursuant to Ordinance No. 95597, passed and approved on April 11, 2002, and **SHL USA, INC.**, now known as **EB Jacobs, LLC**, having its principal place of business at 300 South Burrowes, State College, PA 16801, (hereinafter referred to as "**CONSULTANT**"), acting by and through Rick Jacobs, President and CEO.

**I.**

**CITY** and **CONSULTANT** hereby mutually agree to renew their contractual relationship as provided for in Article IV, TERM OF AGREEMENT of the CONTRACT, said amendment being in accordance with Article XV, ENTIRE AGREEMENT of the CONTRACT.

**II.**

Article IV, TERM OF AGREEMENT of the CONTRACT, is hereby amended to read as follows:

**IV. TERM OF AGREEMENT**

- 4.1 The term of this Agreement shall be from April 11, 2005 through April 10, 2007. However, **CITY** may terminate this CONTRACT at any time if funds are restricted, withdrawn, not approved or service is unsatisfactory; it being understood that funds for each calendar year covered by the CONTRACT will be requested, and if approved, will be provided as part of **CITY's** budget for each fiscal year.

**III.**

Section 5.1 of Article V, PAYMENT FOR SERVICES of the CONTRACT, is hereby amended to read as follows:

- 5.1 **CONSULTANT** shall perform the services specified in its proposal attached as Exhibit B to the CONTRACT. For and in consideration of its services, **CITY** shall pay **CONSULTANT** for work completed in the performance of the CONTRACT, upon receipt of an itemized bill or statement. The work to be done under this RENEWAL AND EXTENSION is comprised of the items and their corresponding costs indicated in the table below, and will be in effect for the entire two-year period beginning April 11, 2005 and ending April 10, 2007.

Position and Year	Police		Fire	
Project Activity (below)	Year 4	Year 5	Year 4	Year 5
Start-up	\$ 2,750.00	\$ 2,750.00	\$ 2,750.00	\$ 2,750.00
Cognitive Test	12,750.00	12,750.00	12,750.00	12,750.00
Optional Cognitive Test	10,500.00	10,500.00	n/a	n/a
Preparation Guide License	1,500.00	1,500.00	1,500.00	1,500.00
Optional Adverse Impact Stats	1,250.00	1,250.00	1,250.00	1,250.00
Final Report (1 done at end)	1,500.00	1,500.00	1,500.00	1,500.00
Job Analysis Update	n/a	6,500.00	n/a	6,500.00
TOTALS	\$30,250.00	\$36,750.00	\$19,750.00	\$26,250.00

IV.

All other terms, conditions, covenants, and provisions of the CONTRACT approved by Ordinance No. 95597, passed and approved on April 11, 2002, remain in effect save and except for Articles IV and V which the undersigned Parties agree are hereby amended.

V.

All said terms, conditions, covenants and provisions herein or as previously agreed to shall comply with all federal, state and local laws and regulations.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

CITY OF SAN ANTONIO

EB Jacobs, LLC

\_\_\_\_\_  
J. Rolando Bono  
Interim City Manager

\_\_\_\_\_  
Rick Jacobs  
President and CEO

APPROVED:

\_\_\_\_\_  
Kathleen Finck  
Assistant City Attorney