



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER _____

PAGE 1 OF 5

DATE: 11/19/2024

**SUBJECT: CONSIDERATION OF PURCHASE AND TEST SECURITY AGREEMENT
BETWEEN TARRANT COUNTY AND STANARD AND ASSOCIATES, INC.
TO PROVIDE PERSONNEL SELECTION TESTS**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a Purchase and Test Security Agreement between Tarrant County and Stanard Associates, Inc. to provide Personnel Selection Tests.

BACKGROUND

The Tarrant County Sheriff's Office (TCSO) routinely orders entrance exams from Standard and Associates, Inc. for dispatcher and deputy applicants.

On February 7, 2023, the Commissioners Court, through Court Order #140269, approved the purchase of fifty (50) National Police Officer Selection Tests from Stanard and Associates, Inc. in the amount of \$925.00.

With approval, this agreement adds the ability to purchase other types of tests to include a National Dispatcher Selection Test that is needed by the TCSO to perform assessment exams for new applicants. The tests will be administered to both deputy and dispatcher applicants at the Sheriff's Office Training Academy. Staff will be required to keep all copyrighted materials in locked files and will not be allowed to reproduce or share the materials with other agencies.

This agreement will remain in place from year to year unless terminated by Tarrant County.

This agreement has been approved as to form by the Criminal District Attorney's Office.

FISCAL IMPACT

The fiscal impact is unknown at this time. Personnel Selection Tests will be purchased on an as-needed basis.

SUBMITTED BY	Sheriff	PREPARED BY:	Jessica Redding
		APPROVED BY:	Jessica Redding

Stanard and Associates, Inc. Personnel Selection Tests Purchase and Test Security Agreement

This Purchase and Test Security Agreement pertains to all of Stanard and Associates, Inc.'s (S&A's) published personnel selection testing products and services, and will be referred to collectively as "tests". These tests include the following:

- The National Police Officer Selection Test (POST)
 - The National Corrections Officer Selection Test (NCST)
 - The National Dispatcher Selection Test (NDST)
 - The National First-Line Supervisor and National Second-Line Supervisor Tests (NFLST/NSLST)
 - The National Firefighter Selection Test (NFST)
 - The National Firefighter/Emergency Medical Services Selection Test (NFST-EMS)
 - The National Detective/Investigator Test (NDIT)
 - The Inventory of Law Enforcement Attitudes (ILEA)
 - The Public Safety Normative Survey (PSNS)
 - The Public Safety Practical Skills Test (PSPS)
- ✓ S&A's tests, in print form, will be kept in locked files.
 - ✓ Access to online tests, where available, shall not be granted to unauthorized persons.
 - ✓ This agreement applies to users of the tests and test-related materials, including public safety agencies, employment agencies, or other entities that use the tests to guide personnel decisions.
 - ✓ Access to the tests will be by authorized personnel only.
 - ✓ Test materials cannot be reproduced for any purpose.
 - ✓ Tests 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 S&A.

Payment

For tests scored by S&A, full payment is due upon delivery of hard copy test results and invoice. Agency-scored test users (where applicable) will be invoiced approximately two weeks after test date. Full payment is due upon receipt of invoice. For the POST exam only if you are a current member of the Texas Police Chiefs Association, your invoice will reflect the \$0.50 per test discount.

Returns

To avoid being invoiced for all test booklets ordered, all unused agency-scored tests (where applicable) 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 tests or test 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 test 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 tests and test-related materials and to limit and restrict disclosure to the fullest extent permitted by the court and court rules.

Use of the Tests

Test materials received from S&A will be used only for the official purpose of the named user. Under no circumstances will test 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 conducted content and/or criterion-related validation studies demonstrating the job-relatedness of the tests for their intended use, it is the exclusive responsibility of the test user to obtain sufficient evidence that the skills, abilities, or characteristics measured by the tests are valid job requirements.

S&A does not guarantee that access to electronic or online versions of the tests will be available to users or their employees, agents, or candidates at all times or without interruption. S&A will not be liable to users or any third party for any such failure of accessibility or impeded accessibility, including without limitation, failures due to Internet access, network availability, electronic transmission or use of outmoded equipment.

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 its test products or services. 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 test materials and that it shall indemnify S&A against all such claims. S&A's total liability to the user of test materials is limited to the user's total purchase price paid for the 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 has the right to terminate this agreement and withhold or recall test materials if terms and conditions of this agreement are believed to have been violated.

To maintain the reliability and validity of the tests and test-related materials, 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

Digital Signature

Date

Address

Phone

Email

City/State/Zip

This Addendum relates to the following contract:

Master Purchase and Test Security Agreement

FISCAL FUNDING ACKNOWLEDGMENT

Notwithstanding any language to the contrary, Vendor acknowledges TARRANT COUNTY is a governmental entity and agrees TARRANT COUNTY (customer) may terminate this Agreement for future fiscal years if sufficient funding is not appropriated or allocated.

COMPLIANCE WITH LAWS

In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

PUBLIC INFORMATION ACT ACKNOWLEDGEMENT

Notwithstanding any other language to the contrary in the Contract, the Vendor acknowledges any confidentiality requirement in the contract is subject to the disclosure requirements of Texas Government Code Chapter 552, the "Texas Public Information Act." Tarrant County agrees to notify the vendor about any public information request within sufficient time for the vendor to protect its confidentiality interest and Tarrant County agrees to take all available steps to protect this interest.

TERM

This Agreement shall commence upon the date of execution and shall continue thereafter until either Party otherwise provides written notification to the other Party. This Agreement shall apply to all future purchases for orders between the parties unless the Parties otherwise agree in the future.

Michael J. Thomason Digitally signed by Michael J. Thomason
DN: cn=Michael J. Thomason, o=Stanard & Associates, Inc., ou
email=mike.thomason@stanard.com, c=US
Date: 2024.11.07 10:24:37 -0600

Signature of Vendor

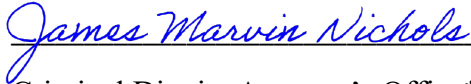
November 7, 2024

Date Signed

Tarrant County Judge

Date Signed

APPROVED AS TO FORM:


Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

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CO#144302



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Michael J. Thomason Digitally signed by Michael J. Thomason
DN: cn=Michael J. Thomason, o=Tarrant County, ou=Texas, email=mtomason@tarrantcounty.com, ou=TX
Date: 2024.11.07 12:24:57 -0500

Signature of Vendor

November 7, 2024

Date Signed

Tarrant County Judge

Date Signed

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Consideration of Purchase and Test Security Agreement between Tarrant County and Stanard and Associates, INC. to Provide Personnel Selection Tests

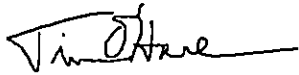
SIGNED AND EXECUTED this <#SignedAndExecutedDay#> day of <#SignedAndExecutedMonth#>, <#SignedAndExecutedYear#>.

**COUNTY OF TARRANT
STATE OF TEXAS**

Consideration of Purchase and Test Security Agreement between Tarrant County and Stanard
and Associates, INC. to Provide Personnel Selection Tests

SIGNED AND EXECUTED this 25 day of November, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink, appearing to read "Tim O'Hare", with a long horizontal line extending to the right.

Tim O'Hare
County Judge
11/25/2024