

ORDINANCE NO. 71-96

By: Jeffrey L. McClelland

An Ordinance to authorize the Mayor and Auditor to enter into a contract with the Ohio Association of Chiefs of Police, Inc. for consulting services in connection with the process for selecting a new Chief of Police, to appropriate \$6,300 from the unencumbered General Fund to fund such contract and to declare an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That the Mayor and Auditor are hereby authorized and directed to enter into and execute, on behalf of the City, a contract with the Ohio Association of Chiefs of Police, Inc. for consulting services in connection with the process for selecting a new Chief of Police, said contract to be in the form attached hereto and made a part hereof.

Section 2. That \$6,300 is hereby appropriated from the unencumbered General Fund to fund said contract.

Section 3. That this Ordinance is an emergency measure necessary for the immediate preservation of the public peace, health and safety, said emergency being the need to commence with the selection process at the earliest possible date and to fill such position by January 15, 1997, and shall go into effect immediately upon its passage and approval by the Mayor.

Passed: October 8, 1996

[Signature]
President of Council

Attest: [Signature]
Clerk of Council

Approved: 10/8, 1996

[Signature]
David H. Madison, Mayor



September 30, 1996

OHIO ASSOCIATION OF CHIEFS OF POLICE, INC.

Mayor David Madison
City of Bexley
Bexley City Hall
2242 East Main Street
Columbus, Ohio 43209

Dear Mayor Madison:

As per our conversation on September 26, 1996, enclosed are two copies of the agreement for conducting the Pre-Assessment (Phase I), Candidate Search (Phase II), and the Assessment (Phase III) for the Position of Chief of Police within the City of Bexley Police Department.

Please sign both copies and return one copy to: Ohio Association of Chiefs of Police, 6277 Riverside Drive, Dublin, Ohio, 43017.

The dates for conducting the three phases will be determined by yourself and Chief Wayne I. McCoy, Worthington Police Department, who will serve as the LEAD CONSULTANT. A timetable will be developed with a major objective to have the Chief of Police in place no later the January 15, 1997.

The cost of conducting the three phases will not exceed \$6,300.00. The breakdown of all costs to be incurred by the Ohio Association of Chiefs of Police in the search and selection of a Chief of Police for the City of Bexley is as follows:

Phase I	- Pre-Assessment	\$ 550.00
Phase II	- Candidate Search	\$1,800.00
Phase III	- Assessment	\$3,950.00
Total Cost Not to Exceed		\$6,300.00

The Ohio Association of Chiefs appreciates the opportunity to assist the City of Bexley. If you have any questions, please call Chief Wayne McCoy at 614-885-4463, or myself at 614-761-0330.

Sincerely,
Dick Thomas
Dick Thomas, Ph.D.
Director, Advisory Services & Education

cc: Chief Wayne McCoy, Worthington Police Department

Encl: Assessment Agreement with the City of Bexley
6277 RIVERSIDE DRIVE • SUITE 2N • DUBLIN, OHIO 43017-5067 • (614)761-0330 • FAX(614)761-9509

EXECUTIVE COMMITTEE						
PRESIDENT Chief Douglas L. Knight Vandalia Police Dept.	1ST VICE PRESIDENT Chief Robert E. Buner Maumee Police Dept.	DISTRICT 1 REPRESENTATIVE Chief James R. McKenna Grove City Police Dept.	DISTRICT 2 REPRESENTATIVE Chief Keith R. Rohrbaugh Walke Hill Police Dept.	DISTRICT 3 REPRESENTATIVE Chief Richard L. Mayer Athens Police Dept.	PAST PRESIDENT Chief Ronald W. Jornd Ottawa Hills Police Dept.	EXECUTIVE DIRECTOR Todd N. Wurschmidt, Ph.D.
2ND VICE PRESIDENT Chief William A. Cullin Loudtown Police Dept.	TREASURER Chief Brad K. Kuntz Bellefontaine Police Dept.	DISTRICT 5 REPRESENTATIVE Chief Roger J. Demmerell BGSU Police Dept.	DISTRICT 4 REPRESENTATIVE Chief Philip K. Potter Piqua Police Dept.	DISTRICT 6 REPRESENTATIVE Chief Thomas J. Suggs New Philadelphia Police Dept.	LIFE MEMBER REPRESENTATIVE Chief William E. Crosser (Ret'd)	

Ohio Association of Chiefs of Police, Inc.
6277 Riverside Drive
Dublin, OH 43017

AGREEMENT FOR SERVICES WITH CLIENT

OACP ADVISORY SERVICES DIVISION

This AGREEMENT is entered into this 30th day of September 1996, between the Ohio Association of Chiefs of Police, Inc., 6277 Riverside Drive, Dublin, Ohio 43017, hereinafter referred to as OACP, and Mayor David Madison, City of Bexley, Bexley City Hall, 2242 East Main Street, Columbus, Ohio 43209, hereinafter referred to as CLIENT.

Whereas, OACP proposes to provide a service to law enforcement agencies, OACP will serve as administrator. The OACP will select or provide a list of names of Police Management Consultants, hereinafter referred to as CONSULTANT, who will provide needed consulting services directly for the CLIENT. CONSULTANTS are subject to approval by the CLIENT.

ARTICLE I - STATEMENT OF SERVICES

1. The CONSULTANTS shall provide professional consulting services to the CLIENT.
2. The service to be performed by the CONSULTANTS for the CLIENT shall be to serve as CONSULTANTS in conducting the Pre-Assessment, Candidate Search and Assessment Process for Chief of Police position within the City of Bexley Police Department. The candidate search (Phase II) will include: Developing the position announcement, Special member mailing to law enforcement list of 750, Advertisement in the Columbus Dispatch, (OACP will pay up to \$475.00 of cost incurred.), Screening of applicants, Receiving resumes at the OACP, and Letters to applicants. Chief Wayne I. McCoy will conduct the Pre-Assessment and serve as the LEAD CONSULTANT.

ARTICLE II - PERFORMANCE

1. All services to be performed pursuant to Article I of this AGREEMENT shall be conducted with the expectation the Chief of Police will be in position January 15, 1997. A timetable will be developed and agreed upon by Mayor Madison and Chief Wayne McCoy. Upon completion of the Assessment the written final report shall be submitted to the official signing this CLIENT AGREEMENT within two weeks after conducting the Assessment Process.
2. Each project phase involved in providing the services to be performed pursuant to Article I of this AGREEMENT shall be specified and scheduled by mutual consent of the CLIENT and the LEAD CONSULTANT, Chief Wayne I. McCoy.

ARTICLE III - INDEPENDENT CONTRACTOR

1. It is hereby agreed that the CONSULTANTS are independent contractors, and not employees of the OACP.
2. In addition, the CLIENT will not hold OACP liable for any act or omission of the CONSULTANTS, except due to OACP's own negligent acts or omissions.

ARTICLE IV - DISCLOSURE

- 1. Except as provided in Article IV, No. 2, it is hereby agreed that the CONSULTANTS and OACP will keep findings, reports, and/or recommendations confidential to the public unless otherwise agreed in writing.
- 2. To the extent reasonably necessary to enable the CONSULTANTS to perform their duties, the OACP may provide clerical and/or typing support to the CONSULTANTS.

ARTICLE V - DELEGATION OF AUTHORITY

- 1. It is hereby agreed that Mayor David Madison, of the CLIENT jurisdiction is the sole party authorized to direct the work of LEAD CONSULTANT Chief Wayne I McCoy, and to approve Police Management Consultants.

ARTICLE VI - EXPENSES

- 1. The CLIENT agrees to pay the OACP a sum not to exceed \$6,300.00 for conducting the Pre-Assessment (Phase I), Candidate Search (Phase II) and Assessment (Phase III) as described in Article I.
- 2. The CLIENT agrees to forward total payment for services no later than thirty (30) days following receipt of invoice from the OACP.
- 3. It is hereby agreed that the CLIENT will not withhold any money to the OACP for income taxes or retirement or for any other purposes, nor will the CONSULTANTS receive any fringe benefits.
- 4. If after the date of completion of the Review Process and after providing the CLIENT the written formal results, the CLIENT requests that a CONSULTANT provide additional service to the CLIENT, then the CLIENT agrees to pay OACP for those services.

ARTICLE VII - CHANGES, NOTIFICATIONS, OR RENEWAL

- 1. This AGREEMENT constitutes the entire agreement between the parties and any changes, modifications, or renewals of this AGREEMENT shall be made and agreed to in writing by both the OACP and the CLIENT.
- 2. It is hereby understood that this AGREEMENT may be terminated prior to the date set forth in Article II, No. 1 by mutual written consent between the OACP and the CLIENT.

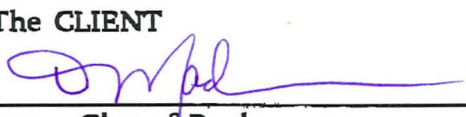
ARTICLE VIII - CONSTRUCTION

- 1. This AGREEMENT shall be construed, interpreted, and the rights of the parties determined in accordance with the laws of the State of Ohio.

The OACP

By: 
Executive Director

The CLIENT

By: 
Mayor - City of Bexley