

AGREEMENT

This Agreement is entered into between the City of Gahanna with offices at 200 South Hamilton Road; Gahanna, Ohio, 43230, hereinafter referred to as the “City”, and the International Association of Chiefs of Police, Incorporated, with offices at 44 Canal Center Plaza, Suite 200, Alexandria, Virginia, 22314, hereinafter referred to as the “Association.”

WITNESSETH

The City and the Association, for and in consideration of the mutual covenants hereinafter set forth and the compensation to be paid to the Association as hereinafter specified, agree to have the Association provide executive search assistance for a chief of police.

1. **SCOPE OF EXECUTIVE SEARCH ASSISTANCE.** Executive search assistance will consist of:
 - Applicant Screening and Evaluation via Telephone with Narrative Reports
 - Structured Interviews – on site to include development, benchmarks, and training
 - On-Site Background Investigation
2. **OWNERSHIP OF MATERIALS.** All interview and evaluation material will remain the property of the Association.
3. **TIME OF PERFORMANCE – EXECUTIVE SEARCH.** The Association will begin work on the executive search immediately upon formal written notice to proceed and will complete work within the time frame set forth in the project schedule contained in the executive search assistance proposal.
4. **TIME AND MANNER OF PAYMENT.** The City will pay to the Association a sum according to the schedule below, plus direct reimbursable expenses incurred to provide executive search assistance.
 - a. For development and administration of a structured interview, the sum of Eight Thousand Dollars (\$8,000) will be due and payable to the Association.

- b. For telephone interviews and evaluative reports, the sum of Five Hundred Dollars (\$500) per candidate will be due and payable to the Association.
 - c. For a comprehensive background investigation, the sum of Five Thousand Dollars (\$5,000) per candidate will be due and payable to the Association
 - d. Upon commencement of work, the sum of Five Thousand Dollars (\$5,000) shall be due and payable to the Association.
 - e. Upon completion of the executive search services, the remainder of funds shall be due and payable to the Association.
 - f. Direct expenses associated with executive search services subject to reimbursement include those incurred by IACP staff and consultants for travel – air, auto, personal and rental; subsistence traveling to, from, and while on-site; lodging; and travel-related miscellaneous expenses. The amount of the direct reimbursable expenses to be paid by the City to the Association shall not exceed \$5,000 without written approval by the City. In addition, the City will be directly responsible for the reimbursement of any candidate-related travel expenses and any interviewer honoraria and travel expenses.
5. **ASSOCIATION AS AN INDEPENDENT CONTRACTOR.** In all matters pertaining to this Agreement, the Association shall be acting as an independent contractor, and neither the Association nor any officer, employee or agent of the Association will be deemed an employee of the City. The selection and designation of the personnel of the Association in the performance of this Agreement shall be made by the Association.
6. **NON-DISCRIMINATION.** The Association shall not, in the performance of this Agreement, discriminate against any person because of that person's race, color, sex, national origin, religion, age, creed, or disability.
- ~~7. **ACCESS TO INFORMATION AND FACILITIES.** The City will provide the Association with all information, access to files and records, and use of all institutional facilities that may be reasonably necessary to the Association in the performance of this Agreement.~~

8. **CONFIDENTIALITY.** The City acknowledges that the only deliverables it is entitled to under this Agreement are the final reports. City shall not be entitled to any other information developed, created or authored by Association, whether oral or written (including electronic), and regardless of the form the information is in or the manner in which or the time at which it was created, including, but not limited to, all analyses, compilations, data, studies, notes, interpretations, memoranda, extracts or other documents prepared by the Association or its Representatives. ("Representatives" means affiliates and its and their directors, members, officers, employees, consultants, independent contractors, agents, advisors (including, without limitation, financial advisors, counsel and accountants) and controlling persons.)

In the event that the City or its Representatives are required by applicable law or regulation or by legal process to demand or disclose any information received from or created by the Association, City agrees that it will and will cause its Representatives to provide Association with prompt notice of such request or requirement in order to enable Association to seek an appropriate protective order or other remedy, to take steps to resist or narrow the scope of such requirement (and City will and will cause its Representatives to consult and cooperate fully with Association in taking any such steps), and/or to waive compliance in whole or in part, with the terms of this agreement.

Notwithstanding anything contained herein to the contrary, the City is expressly empowered to demand and disclose any and all records and documents in order to prosecute and defend any and all claims, lawsuits and administrative proceedings filed on behalf of, or against, the City, its commissions, officers, employees, and agents.

9. **INTEGRATION.** This instrument embodies the whole Agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

10. **SEVERABILITY.** It is understood and agreed to by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall

be construed and enforced as if the Agreement did not contain the particular part, term, or provisions to be held illegal.

11. **MODIFICATION.** There may be no modification of this Agreement except in writing, signed by both parties and executed with the same formalities as this instrument.

12. **TIME OF ACCEPTANCE.** The terms of this Agreement are subject to acceptance by the City within twenty-one (21) days of the date of execution by the Association. Failure of the City to execute this Agreement within said twenty-one days period will void this Agreement, unless said twenty-one day period is extended by mutual consent of the City and the Association and made a part of this Agreement.

13. **SIGNATURES.** The signers of this Agreement certify that they do in fact have the authority to execute this Agreement and bind their respective parties to the terms of this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in triplicate originals by the proper officers on this _____ day of _____, 2015.

CITY OF GAHANNA, OHIO

BY: _____

ATTEST:

BY: _____

IN WITNESS WHEREOF, the Association has caused this Agreement to be executed in duplicate originals by the proper officers on this _____ day of _____, 2015.

INTERNATIONAL ASSOCIATION OF CHIEFS
OF POLICE, INC.

BY: _____
Gwen Boniface
Deputy Executive Director

ATTEST:

BY: _____