

AGREEMENT FOR SERVICES FROM  
THE OHIO ASSOCIATION OF CHIEFS OF POLICE, INC., ADVISORY SERVICES DIVISION  
FOR **CITY OF WILLOWICK**

This AGREEMENT is entered into this **October 14, 2022** between the Ohio Association of Chiefs of Police, Inc., 6277 Riverside Drive, Dublin, Ohio 43017, hereinafter referred to as OACP, and the **City of Willowick, 30435 Lakeshore Blvd, Willowick, OH, 44095, Mayor Richard J. Regovich**, hereinafter referred to as CLIENT.

Whereas, OACP proposes to provide a service to the CLIENT, OACP will serve as administrator. The OACP will select or provide a list of names of Police Management Consultants, hereinafter referred to as CONSULTANTS, 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 conduct the Pre-Assessment process and Assessment Center process for the rank of **Sergeant** within the **Willowick Police Department**. **Chief (ret.) Gene Rowe** will serve as the LEAD CONSULTANT and he will be assisted by additional CONSULTANTS, as required.

ARTICLE II - PERFORMANCE

1. All services to be performed pursuant to Article I of this AGREEMENT shall be conducted with the Assessment Center to be conducted on **October 22 & 23, 2022**. The final written report will be submitted to **Angela Trend, Clerk of Civil Service** within three weeks after conducting the Assessment Center.
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 the mutual consent of the CLIENT and the LEAD CONSULTANT, Chief (ret.) Gene Rowe.
3. Biographical information regarding Assessment Team members should be provided by the Client to the candidates at least 14 days in advance of the date of the Assessment Center, unless it is not possible to do so, to offer the Candidates an opportunity to identify any potential conflicts of interest. The biographical information will be provided to the Client by the Lead Consultant at the time of the Pre-Assessment meeting or by the OACP Advisory Services Director in sufficient time to meet the 14 day stipulation, unless it is not possible to do so.
4. The Client will advise OACP and the Lead Assessor at least 14 days in advance if there are any special considerations with candidates that need to be accounted for in the planning of the Assessment Center.

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 CONSULTANTS will not hold OACP liable for any act or omission of their work or work products for the CLIENT.
3. The OACP shall procure and maintain professional liability insurance which shall indemnify the CONSULTANTS against any legal claim, including defense thereto, made as a result of error, omission, neglect or breach of duty of the CONSULTANTS while engaged in duties related to the OACP Advisory Services Division, or as a result of any work performed under the terms of this agreement.

#### ARTICLE IV - DISCLOSURE

1. Except as provided in Article VII, No. 2, it is hereby agreed that the CONSULTANTS and the OACP will keep findings, reports, and/or recommendations confidential to the public unless otherwise so agreed in writing.

#### ARTICLE V - DELEGATION OF AUTHORITY

1. It is hereby agreed that **Angela Trend, Clerk of Civil Service** is the sole party authorized to direct the work of LEAD CONSULTANT, Chief (ret.) Gene Rowe, and to approve the selection of the additional CONSULTANTS.

#### ARTICLE VI - EXPENSES

1. The CLIENT agrees to pay the OACP a sum not to exceed **\$8,900.00** for conducting the services described in Article I for up to **9** candidates.
2. If the assessment center is terminated by the Client, the Client agrees to reimburse OACP for all costs incurred up to the point of termination.
3. The CLIENT agrees to forward total payment for services no later than thirty (30) days following receipt of the invoice from the OACP. Partial invoices may be submitted as services are provided.
4. 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.
5. If after the completion of the Assessment Centers and after providing the CLIENT the formal written reports for the Assessment Centers, 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, MODIFICATIONS, 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. The CLIENT and the OACP jointly acknowledge that the Final Report is a public document and that those requesting copies should do so from the CLIENT, who is the public entity. If the Final Report or any portion of the Final Report is released by the CLIENT, the CLIENT will not add anything to the Final Report or delete or change any portion of the Final Report document without adding a notice describing the action taken in modifying the document.
3. OACP will retain a copy of the Final Report in its files for a period of seven (7) years.
4. It is hereby understood that this AGREEMENT may be terminated prior to the first Assessment Center date set forth in Article II, No. 1 by mutual written consent between the OACP and the CLIENT.

#### ARTICLE VIII - STATE OF OHIO

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 Ohio Association of Chiefs of Police, Inc.**

**City of Willowick**

By: Donna Harrass

By: \_\_\_\_\_

**Donna Harrass, Executive Director**

**Mayor Richard J. Regovich**

Date: October 14, 2022

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