CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 9710 **DATE** 10-26-23

TITLE

RESOLUTION FOR A CONSULTING AGREEMENT BETWEEN THE WILLIAMSPORT BUREAU OF POLICE AND THE PENNSYLVANIA CHIEFS OF POLICE ASSOCIATION

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLIAMSPORT that the attached Agreement between the Williamsport Bureau of Police and the Pennsylvania Chiefs of Police Association for consulting services related to oral board examinations for promotional testing is hereby approved, and the appropriate City Officials are hereby authorized to execute the Agreement.

Approved

City Clerk

President

A PROPOSAL

TO

PROVIDE CONSULTING SERVICES
BY CONDUCTING ORAL EXAMINATIONS
FOR THE

CITY OF WILLIAMSPORT
BUREAU OF POLICE

(Rank of CPL., AGT., SGT., and LT.)

BY:
Pennsylvania Chiefs of Police Association
3905 North Front Street
Harrisburg, PA 17110
Tel.717-236-1059
Fax 717-236-0226
www.pachiefs.org
Oct. 17, 2023

The Pennsylvania Chiefs of Police Association is a professional organization of chiefs of police and other executives of police, public safety and private law enforcement organizations from across the Commonwealth of Pennsylvania. The Association promotes the professional and personal development of its members through innovative services, training, peer counseling and comradeship. The Pennsylvania Chiefs of Police Association is a non-profit 501C-3 organization.

The Association offer municipalities assistance in a variety of areas dealing with their police departments. Areas such as, but not limited to, Contracting/Regional Police Services Studies, Management Studies, Executive Searches, Entry Level and Promotional Testing, Conflict Resolution, and Technical Assistance in a variety of other specialized areas have been provided. The Association has been involved in providing such services since 1995.

The principal contact for consulting service inquiries is Testing and Consulting Coordinator Gregory M. Bean. Oral interview examiners are selected from a field of professional colleagues from across the Commonwealth.

References are available upon request.

CONTRACT COST

$2,300.00 per day, (this will be a 1 day process) or any part thereof, plus expenses, for the outlined contracted services (see exhibit A). A maximum of 8 candidates per day.

Consulting Agreement

This Agreement is hereby entered into by the **Williamsport Bureau of Police, 100 West Third ST, 3rd Floor, Williamsport, PA 17701** (hereinafter referred to as the "**CLIENT**"), and the **Pennsylvania Chiefs of Police Association**, with offices at 3905 North Front Street, Harrisburg Pennsylvania, 17110 (hereinafter referred to as "**CONSULTANT**"). The Parties to this Agreement, by their authorized undersigned representatives, intending to be legally bound, hereby agree to the following:

Whereas, the **CLIENT** is desirous of obtaining from the **CONSULTANT** those consulting services set forth in the "Description of Consulting Services" that is attached hereto, marked as Exhibit "A," and incorporated by reference herein as though set forth in its entirety; and

Whereas, the **CONSULTANT** is willing to provide the **CLIENT** with the consulting services set forth in the attached Description of Consulting Services (Exhibit "A") for the consideration set forth herein and pursuant to the terms and conditions agreed to by the Parties.

AND NOW, THEREFORE, the Parties covenant and agree as follows:

A. The **CLIENT** agrees, through its undersigned authorized officials, employees, or agents, to provide the **CONSULTANT** with the material, data and/or information determined by the **CONSULTANT** to be necessary for the successful completion of the specified work.

B. The **CONSULTANT** shall be paid **$2,300.00 per day (1 day process)** for the work set forth in the attached Description of Consulting Services, plus mileage at the current IRS approved rate, plus lodging and any other miscellaneous expenses incurred at actual cost. An invoice for with payment anticipated within (30) days, will be submitted when the formal report/results of the specified consulting services are provided to the **CLIENT**. **CLIENT** agrees to provide one individual to assist the **CONSULTANT'S** representatives on the day(s) of the oral examination.

C. Should any person or entity contest the validity and/or results of the examinations described more fully in Exhibit A, the individual(s) who administered the examinations on behalf of the **Consultant** will be made available to the **Client** for discussion of the challenge and defense of the same by telephone for up to two (2) hours of consultation free of charge. Payment shall be made for telephone consultation or in-person meetings in excess of two (2) hours with the **Client** and/or for provision of testimony on behalf of the **Client** in defense of the services provided hereunder in any Civil Service hearing,

grievance arbitration, and/or any other administrative proceeding. The hourly rate for such consultation and/or testimony will be $65.00 per hour per individual, plus all actual expenses incurred, as set forth above.

D. The **CLIENT** agrees that it does hereby release, remise, acquit, hold harmless, and forever discharge **CONSULTANT** and **CONSULTANT'S** directors, officers, employees, agents, and attorneys of and from any and all claims, actions, causes of action, demands, whether in law or equity or for damages whether compensatory, punitive, exemplary, or otherwise, and any and all other claims for legal recourse, including recovery of attorneys fees and costs of litigation, that may arise from the services to be performed by **CONSULTANT** under this Agreement. The **CLIENT** further agrees to indemnify and hold **CONSULTANT** harmless from and against any and all claims, injuries, damages, suits and causes of action of any nature whatsoever that may be commenced by any and all third parties, including, but not limited to, **CLIENT'S** officers, employees, and agents, against **CONSULTANT** which may arise out of **CONSULTANT'S** provision of the services specified under this agreement, including but not limited to, claims of defamation, interference with contractual relations, unfair labor practices, unlawful hiring and/or employment practices, and any alleged breaches of federal or state law. The parties expressly agree that this provision shall not apply to any willful misconduct of the **CONSULTANT** and is not intended to preclude either party from pursuing an action against the other to enforce the terms of the instant Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective undersigned authorized officials or employees on this **17th day of October, 2023.**

ATTEST

By: Joyce M. Frank

Williamsport Police Department

By: Derek Slaughter
mayor

By: Controller
Printed name and title
Margaret J. Goodling

ATTEST
ASSOCIATION

By: _____
Gregory M. Bean
Testing Coordinator

PA CHIEFS OF POLICE ASSOC.

By: _____
Scott L. Bohn
Executive Director, PCPA

(EXHIBIT A)
Description of Consulting Services

The following services shall be provided by **CONSULTANT:**

CONSULTANT shall assist the **CLIENT** with the **POLICE CORPORAL, AGENT, SERGEANT and LIEUTENANT** testing process by conducting oral board examinations and making recommendations regarding the qualifications of the applicants, as more specifically described below:

1. Prepare oral examinations as requested by the **CLIENT'S** governing body, or their designee. **CLIENT** will provide one individual to assist Consultant's representatives on the day(s) of the oral examination exercise.
2. Coordinate arrangements and provide a panel of three (3) experienced law enforcement professionals to administer the oral examination exercises (a maximum of 8 interviews can be conducted per day).
3. Evaluate and score the exercises.
4. Provide the **CLIENT** with a ranked list of the candidates using scores obtained from the oral examinations.