

CITY OF RYE

NOTICE

There will be a regular meeting/Budget Workshop held by the City Council of the City of Rye on Wednesday, November 13, 2013, at 8:00 p.m. in Council Chambers at City Hall.

AGENDA

1. Pledge of Allegiance.
2. Roll Call.
3. Discussion of the FY 2014 Budget.
 - Fire Department Budget Review
 - Public Works Department Budget Review
4. Authorization for the City Manager to enter into an agreement with the International City/County Management Association (ICMA) for an amount not to exceed \$40,000 for professional consulting services to conduct an Executive Search for a Police Commissioner for the City of Rye.
Roll Call.
5. One appointment to the Board of Architectural Review for a three-year term, by the Mayor with Council approval.
6. Adjournment.

The next regular meeting of the City Council will be held on Wednesday, November 20, 2012 at 8:00 p.m. including a Budget Workshop. The City Council will also hold a Budget Workshop on Monday, November 18, 2012 beginning at 8:00 p.m.

** City Council meetings are available live on Cablevision Channel 75, Verizon Channel 39, and on the City Website, indexed by Agenda item, at www.ryeny.gov under "RyeTV Live".



CITY COUNCIL AGENDA

NO. 3 DEPT.: City Manager's Office DATE: November 13, 2013
CONTACT: Scott Pickup, City Manager

AGENDA ITEM: Discussion of the FY 2014 Budget: Fire Department and Public Works Department.

FOR THE MEETING OF:
November 13, 2013
RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION:

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND:

A presentation will be made on the proposed 2014 Budgets for the Fire Department and the Department of Public Works.

- Fire Department Budget Review
- Public Works Department Budget Review



CITY COUNCIL AGENDA

NO. 4

DEPT.: City Manager

DATE: November 13, 2013

CONTACT: Scott Pickup, City Manager

AGENDA ITEM: Authorization for the City Manager to enter into an agreement with the International City/County Management Association (ICMA) for an amount not to exceed \$40,000 for professional consulting services to conduct an Executive Search for a Police Commissioner for the City of Rye.

FOR THE MEETING OF:

November 13, 2013

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Mayor and Council authorize the City Manager to enter into the agreement with the International City/County Management Association (ICMA) for an amount not to exceed \$40,000.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND: It has been recommended that the City of Rye engage a professional consulting firm to conduct an Executive Search for a new Police Commissioner; it is expected that a search will take three to four months. The Council is asked to authorize the City Manager to enter into an agreement with the International City/County Management Association (ICMA) to conduct the search.

See attached Contract and Proposal (Exhibit "A").

**Police Commissioner Selection
Rye, New York
ICMA / IPMA-HR / Chief Selection Advantage™**



Submitted by:
ICMA Center for Public Safety Management
International City/County Management Association
777 North Capitol Street NE, Suite 500
Washington, DC 20002
716-969-1360

ICMA
Leaders at the Core of Better Communities

IPMA-HR
INTERNATIONAL PUBLIC MANAGEMENT
ASSOCIATION for HUMAN RESOURCES

The Chief Selection Advantage™



Since 2006 representatives of ICMA and IPMA-HR have served as members of the Advisory Committee Board of the Law Enforcement Leadership Initiative (LELI). This project NCs funded by the Department of Justice, Bureau of Justice Assistance to identify the core competencies required to be a successful police chief. After participating in this project for several years, it became clear to ICMA & IPMA-HR that the current processes that most city managers and HR Directors use to select police chiefs were not meeting the needs of the communities their members serve, often resulting in a selection process that did not clearly identify the true skills and abilities needed for the chief of the particular community. In discussing these issues with members of our respective professional associations, we identified an alternative strategy to offer to our members.

Building upon past joint efforts, ICMA and IPMA-HR entered into a partnership, with the goal to provide assistance to local governments in the chief selection process. These two premier associations selected as their technical advisors the Pittman – McLenagan Group, a highly experienced leader in the testing and selection field.

This ICMA / IPMA-HR / PMG alliance is not a traditional recruiting / selection consulting firm. We do not recruit candidates or participate in rating or selecting candidates. We do not create “short lists” or in any way interject our judgment into the selection process. We believe that the local government is capable of conducting sophisticated selection processes if they have the tools and professional expertise available to them which our alliance can provide.

In addition to the technical expertise grounded in professional and legal guidelines that the alliance provides in the formal selection and assessment process, we also have the unique capability to assess the police department in advance of the selection process to identify the challenges that the new chief will face. That information is critical to identifying the skills and abilities needed in the successful candidate.

ICMA Center for Public Safety Management

The ICMA *Center for Public Safety Management* is one of four centers in the U. S. Programs unit of ICMA and provides technical assistance to public safety agencies utilizing Operations Research techniques and nationally recognized subject matter experts. The *Center* conducts research, training, technical advice and creates publications advancing the management of police, fire and EMS agencies of all sizes.

Why the Chief Selection Advantage can help you make the right choice.

“Executives spend more time on managing people and making people decisions than on anything else – and they should. No other decisions are so long-lasting in their

*consequences or so difficult to make". "And yet, by and large, **executives make poor promotion and staffing decisions** ... their batting average is no better than .333 ... **In no other area of management would we put up with such miserable performance.** ... we need not and we should not ... especially since in no other area of management do we know so much". "Making the right people decisions is the ultimate means of controlling an organization well. Such decisions reveal how competent management really is, what its values are and whether it takes its job seriously." — Peter F. Drucker*

So how does an organization get it right? By doing it right! Unfortunately, just like other business processes, there are good and bad methods of selection. Frequently, management is not aware of the industry standards for "doing it right" and fall into the trap of using what has been done in the past or what someone else has done. Or worse, they may contract out the recruitment and selection process surrendering much of the important decision making process to consultants. The process of selecting individuals should be carefully considered using research and best practices to ensure the right process is used.

One would think that in this day and age that science and proven methods would predominate. Unfortunately the opposite is true. Many Police Chief selection decisions are highly unstructured and based mostly on emotions. In fact, the primary professionals responsible for executive recruitment and selection typically rely on unstructured interviews and reference checks in making their decisions. Perhaps not so amazing is the fact that these are the types of tools that inhabit the low end of the validity continuum (Howard, 2001). Unstructured processes are simply less predictive than processes with more structure. Using less predictive tools makes it more difficult to gather relevant, valid, reliable data and thus, more difficult to make a good decision.

The proper research – understanding the organization, analyzing the job, focusing the assessment tools, effectively implementing the process – all serve to increase the ability to predict success and the validity of the process. This could not be more important than when selecting the person to lead and drive the department. Understanding the environment, conducting the right research and asking the right questions are all part of "doing it right." The Alliance of ICMA, IPMA and PMG, all leaders in the industry, bring all of these things to the table.

Howard, A., (2001). Identifying and assessing, and selecting senior leaders. In S.J. Zaccaro & R. Klimoski (eds.), *The nature and context of organizational leadership* (pp. 305-346). San Francisco: Jossey-Bass.

The Team



The International City/County Management Association (ICMA) is the premier local government leadership and management organization. Since 1914, ICMA's mission has been to create excellence in local governance by developing and fostering professional local government management worldwide.

The **ICMA Center for Public Safety Management (ICMA/CPSM)** is one of four Centers within the US Programs of ICMA, providing support to local governments in the areas of police, fire, EMS, Emergency Management and Homeland Security. In addition to providing technical assistance in these areas we also represent local governments at the federal level and are involved in numerous projects with the Department of Justice and the Department of Homeland Security.

ICMA/CPSM is also involved in police and fire chief selection; assisting local governments in identifying these critical managers through original research we have conducted identifying the core competencies of police and fire managers and providing assessment center resources.

Our local government technical assistance includes workload and deployment analysis, using Operations Research techniques and credentialed experts to identify workload and staffing needs as well as best practices. We have conducted approximately 150 such studies for 87 jurisdictions in 29 states in communities ranging in size from 8,000 population Boone, IA to 800,000 population Indianapolis, IN.

The International Public Management Association for Human Resources (IPMA-HR) is the premier global public sector human resources association. Since 1906, IPMA-HR has represented the interests of public sector human resource professionals. The Association produces publications, conducts HR research, sponsors professional development programs and certification programs, and develops and validates assessment products that are designed to provide solutions that foster public sector HR excellence.

THE PITTMAN McLENAGAN GROUP, L.C. (PMG) is a leader in the development and implementation of customized assessment tools for positions at all levels within an organization. With extensive experience in the public safety arena, PMG understands that there are unique considerations when identifying and selecting high performers for such organizations. With over 60 years of combined experience, Shane Pittman, Ph.D., and Mike McLenagan, partners in the firm, are especially adept at analyzing job demands and associated critical competencies that make the performance difference. PMG has vast experience creating a wide range of assessment tools based on professional and legal guidelines important to the success of selection programs. Such tools include screening guidelines, structured interviews, assessment center exercises, knowledge/technical tests, video-based and computer based tests.

The Project

Departmental / Stakeholder Analysis Options

In addition to the standard process described below, we can provide additional research tools which would improve the management's understanding of what community expectations are and/or completely analyze police departments operation

- Conduct a two day, on site review of the police department with two subject matter experts. We will meet with the current chief, command staff, representatives of the workforce, other city department heads and other stakeholders identified by the city manager. Additionally we will review internal department documents such as policy and procedures manuals, operating orders and training records. Our purpose will be to develop a clear understanding of the challenges the next chief will face. This review will be utilized as the initial input for the job analysis.

OR

- Conduct a comprehensive analysis of the department The ICMA team follows a standardized approach to conducting analyses of police, fire and public safety departments. We have developed this standardized approach by combining the experience sets of dozens of subject matter experts.

We begin most projects by extracting raw data on calls for service from an agency's computer aided dispatch system. The data are sorted and analyzed for comparison to commonly recognized performance indicators. These performance indicators (response times, workload by time, multiple unit dispatching, etc.) are valuable measures of agency performance. The findings are shown in tabular as well as graphic form and follow a standard format for presentation of the analyzed data. While the format will be similar from community to community, the data reported are unique to the specific agency.

ICMA also conducts an on-site operational review. Here the performance indicators serve as the basis for the operational reviews. Prior to any on-site arrival of an ICMA team, agencies are asked to compile a number of key operational documents (policies and procedures, assets lists, etc.). Most on-site reviews consist of interviews with management and supervisors, as well as rank and file officers; attendance at roll calls and ride-alongs with officers. We review case files with investigators and observe dispatch operations to ensure compliance with the provided written documentation.

As a result of on- site visits and data assessments, our subject matter experts produce observations and recommendations which highlight the strengths, weaknesses, opportunities and threats of the department.

Our purpose will be to develop a clear understanding of the challenges the next chief will face. This review will be utilized as the initial input for the job analysis.

Standard Selection Process

- A. Job Analysis:** We will locally validate the results of a nationally conducted job analysis for the position of Police Commissioner. This national study NCs recently completed by the ICMA / IPMA-HR / PMG alliance. The national study is a powerful tool used in supporting the Chief Selection Advantage. One of the interesting findings of the study was that differences in the size of the communities that an agency serves drives the competency set required of that agency's chief. Those results will be used as a beginning point in the job analysis for the City. This effort will verify those results where they are a good match for the City and customize them where they are not and, in so doing, will ensure that the resulting uses of the job analysis are focused entirely on the needs of the City. The job analysis, using a content validity strategy and adhering to professional and legal requirements (CFR 29, 1607, UNIFORM GUIDELINES ON EMPLOYEE SELECTION PROCEDURES), will identify experience, education, and training requirements that are required or desired at entry into the position. This information can be used by the City to screen candidate resumes. The job analysis will also identify critical and important tasks to be performed by the position and critical and important Knowledge, Skills and Abilities and Other characteristics (KSAOs) to be used in the development of assessment exercises used in the assessment center and structured interview questions.
- B. Resume:** The City will request that candidates submit a resume that they believe reflects their skills and competencies as they relate to the position of Police Commissioner in the City. Candidates should consider the environment and the community for the City when submitting their resume.
- C. Structured Resume Screen:** Using the job analysis results and input from the City, we will develop a resume screen to be used by the City to review and evaluate resumes of all candidates and determine who should be considered further.
- D. Structured Phone Interview Screen:** The City will contact by phone those candidates deemed qualified for further consideration to discuss their skills and competencies as they relate to this job. We will develop the instrument for the use of the City to conduct this interview process.
- E. Assessment Center:** Using the job analysis results and input from the City, we will develop assessment center exercises focused on the needs of the City and designed to assess those critical competencies enabling excellent performance in the position of Police Commissioner. The assessment center will be used as part of the evaluation of a select number of candidates. While assessment centers are considered best practice for selection assessment, assessment centers customized to the specific needs of not only the position but to the unique requirements of the jurisdiction within which the position must operate, perform even better. Not only does customization put "face" validity on the exercises and their content, it helps to ensure a best fit approach that generic exercises cannot address.

Candidates will be asked to respond to a series of scenarios reflective of performing as the Police Commissioner. For example, candidates may be asked to make a presentation on a relevant city issue to a specific “community” group or to the “city council”, and review a written packet of information related to a problem facing the city and respond with an analysis and a set of specific recommendations. In addition, candidates can be presented an emergency management / command scenario that is representative of those scenarios that the Police Commissioner might face. We will provide specific training for the exercises to the identified individuals who will assess the assessment center performance. We will develop a structured interview focused on the critical competencies for the City to further evaluate the best candidates remaining after the assessment center. This interview will be conducted by city officials after training by us.

- F. Final Selection:** For those candidates considered through all phases of the process, city officials will consider all information and make a final selection. Candidates may be invited to a final interview with city officials before a final decision is made.

Project Staffing

Project Manager

Director of Research and Project Development, ICMA Center for Public Safety Management

Leonard A. Matarese, MPA, ICMA-CM, IPMA-CP

- **Background**

Mr. Matarese is a specialist in public sector administration with particular expertise in public safety human resources issues. He has 43 years experience as a law enforcement officer, police chief, public safety director, city manager and major city Human Resources Commissioner. He NCs one of the original advisory board members and trainer for the first NIJ/ICMA Community Oriented Policing Project which has subsequently trained thousands of municipal practitioners on the techniques of the community policing philosophy over the past 18 years. He has conducted numerous studies of emergency services agencies with particular attention to matching staffing issues with calls for service workload. As a public safety director he has managed fire departments with ALS transport capabilities.

Recognized as an innovator by his law enforcement colleagues he served as the Chairman of the SE Quadrant, Florida, Blue Lighting Strike Force, a 71-ageNCy, U.S. Customs Service anti-terrorist and narcotics task force and also as president of the Miami-Dade County Police Chief's Association – one of America's largest regional police associations. He represents ICMA on national projects involving the United States Department of Homeland Security, The Department of Justice, Office of Community Policing and the Department of Justice, Office Bureau of Justice Assistance. He has also served as a project reviewer for National Institute of Justice. He is the subject matter expert on several ICMA / USAID police projects in Central America.

He has a Master's degree in Public Administration and a Bachelor's degree in Political Science. He is a member of two national honor societies and has served as an adjunct faculty member for several universities. He holds the ICMA Credentialed Manager designation, as well as Certified Professional designation from the International Public Management Association- Human Resources. He also has extensive experience in labor management issues, particularly in police and fire departments and is currently editing an ICMA book on the selection of police and fire chiefs.

Shane Pittman, Ph.D. - President of The Pittman McLenagan Group, L.C.

Dr. Pittman serves as project director and/or advisor for all projects. Dr. Pittman has extensive experience in the area of human resource development and assessment to include expertise in job analysis, selection processes, organizational analysis, program evaluation and survey research. She has developed and conducted training programs in such areas as performance appraisal, quality management, and customer service. Dr. Pittman is an accomplished process consultant and facilitator. She has been consulting for the past thirty years during which time she developed and refined our client-centered approach, the hallmark of The Pittman

McLenagan Group, L.C. Dr. Pittman received her Ph.D. in Industrial/Organizational Psychology from George Mason University.

Mike McLenagan, MBA - Vice-President of The Pittman McLenagan Group, L.C.

Mr. McLenagan has extensive experience in the human resource function, both as a consultant and within a public sector organization, which gives him a unique perspective on organizational needs. Previously, Mr. McLenagan held the position of head of the personnel division of a Washington metropolitan area public sector organization. He has also been chairperson of the Public Safety Training Committee for the Washington area Council of Governments. He has extensive experience in human resource areas such as quality management, organizational analysis, video-based assessments, and personnel assessment. He also has extensive experience in training design and delivery and has researched, designed and implemented many work-based adult education programs. Further, his experience includes survey design and analysis, salary studies, customer service studies and position classification planning. Mr. McLenagan has been providing services in this field for twenty-five years. Mr. McLenagan has an MBA from George Mason University.

CONTRACT FOR INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES

This Contract is made as of the ____day of January, 2013 by and between the City of _____, a municipal corporation of the State of _____, (hereinafter "the CITY"), and the International City/County Management Association, a not-for-profit corporation incorporated under the laws of the State of Illinois, whose principal office is located in Washington, D.C. (hereinafter "the CONTRACTOR") and whose Federal I.D. number is 36-2167755.

WHEREAS, the CITY desires to retain the CONTRACTOR, and the CONTRACTOR desires to be retained, pursuant to the proposal scope of services attached hereto as Exhibit "A" and incorporated herein in its entirety;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The services to be rendered by CONTRACTOR under this Contract are set forth in Exhibit "A" (proposal) attached hereto.

ARTICLE 2 - SCHEDULE

The schedule for services to be rendered by CONTRACTOR is set forth in Exhibit "A" attached hereto. The project and final deliverables shall be completed per the schedule in Exhibit "A", which is approximately one hundred twenty (120) days after this Agreement is fully executed, subject to a mutually agreeable extension if necessary. The delivery of an "Operations" and "Data Analysis" draft report shall indicate conclusion of the work anticipated in the proposal. Following delivery of the draft reports, the CITY shall have 30 days to submit any changes it finds prudent or necessary. Sixty days from the delivery of the draft reports, the final report shall be produced and transmitted electronically. Both of these time periods shall be in addition to the time period for conducting the analysis and will not require extensions of the contract. The CITY may elect to engage optional language in the contract to request a final in-person presentation which shall be done outside of the time parameters of this contract.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

Payment by the CITY under this Contract shall be governed by Exhibit "A".

ARTICLE 4 - TERMINATION

Unless the CONTRACTOR is in breach of the Contract, the CONTRACTOR shall be paid for services rendered to the CITY's satisfaction through the date of termination. This is a legal-binding contract and cannot be terminated without cause. After receipt of a termination notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified;
- B. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY; and
- C. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor, and not an employee, or agent of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner

in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY, nor shall such personnel be entitled to any benefits of the CITY including, but not limited to, pension, health and workers' compensation benefits.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel consistent with applicable technical and professional standards in the field.

ARTICLE 6 - AVAILABILITY OF FUNDS

The CITY's elected body has appropriated sufficient funds in the operating budget(s) for which the work to be performed will occur and until the contract has been fully executed.

ARTICLE 7 - INSURANCE REQUIREMENTS

The CONTRACTOR will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance and professional liability insurance. Limits of liability for automobile liability insurance shall be, at a minimum, \$1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence, \$1,000,000.00 personal and advertising injury, \$1,000,000.00 general aggregate and \$1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability. Limits of liability for professional liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence/claim and \$1,000,000.00 aggregate. If the general liability insurance coverage and/or the professional liability insurance coverage is on a claims-made basis, the CONTRACTOR will maintain coverage in force for a period of two (2) years following the termination of the contract at the limits specified in this paragraph. The CONTRACTOR is responsible for the payment of any deductibles or self-insured retentions.

The CITY will be named as additional insured under the CONTRACTOR's general liability insurance and automobile liability insurance policies.

The CONTRACTOR agrees to indemnify, hold harmless, and defend the CITY, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorneys fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the CONTRACTOR, its employees, or its sub-contractors in connection with the work to be performed under this contract.

ARTICLE 8 - SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as stated above, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 9 – LAW GOVERNING THIS CONTRACT

The Contract shall be governed by the laws of the State of _____. Any and all legal action necessary to enforce the Contract will be held in _____ County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Dispute Resolution

In case of a dispute regarding the interpretation of any part of this Contract, the Parties shall use their best efforts to arrive at a mutually acceptable resolution. The CONTRACTOR shall proceed diligently with its performance of the work under this Contract pending the final resolution of any dispute arising or relating to this Contract. The Client shall continue to pay the CONTRACTOR for its performance under the Contract except for those items related to the dispute.

ARTICLE 10 - CONFLICT OF INTEREST

The CONTRACTOR represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required.

CONTRACTOR employees, subject matter experts, or subcontractors may undertake outside professional activities provided such activity and involvement does not conflict or interfere with this Contract. In addition, employees, subject matter experts, or subcontractors will not directly or indirectly, alone or with others, engage in or have any interest in any person, firm, or entity that engages in any business activity that is competitive with the business performed under this Contract.

ARTICLE 11 - EXCUSABLE DELAYS

The PARTIES shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the PARTIES and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; and abnormally severe and unusual weather conditions.

Upon either PARTY'S request, the other PARTY shall consider the facts and extent of any failure to perform the work and, if the PARTY'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly to a newly agreed upon timeline. It shall be the responsibility of the PARTIES to notify the other PARTY promptly in writing whenever a delay is anticipated or experienced, and to inform the other PARTY of all facts and details related to the delay.

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY's expense shall be and remain the CITY property and may be reproduced and reused at the discretion of the CITY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations

made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 13 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, and sexual orientation.

ARTICLE 14 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Contract, the successful or prevailing party will be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party may be entitled.

ARTICLE 15 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract together with the Exhibit hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the Parties hereto in accordance with Article 17 - Modification and Changes. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibit, the terms of this contract will supersede and prevail over the terms in the incorporated Exhibit.

ARTICLE 17 – MODIFICATIONS AND CHANGES

Only the **CITY's Contracting Officer** or his/her representative has authority to issue modifications to this Contract that materially change or modify any of the specifications, terms, or conditions of this Contract.

Only the **CITY's Contracting Officer** may, by written order, make changes within the scope of work of this contract including but not limited to any one or more of the following: (a) description of services to be performed; and (b) period of performance.

No change order shall be binding unless so issued by the **CITY's Contracting Officer** in writing and, until approved by the **CONTRACTOR'S** Contracting Administrator or their designated representative unless they are of an administrative matter.

ARTICLE 18 - Presentations

ICMA hereby agrees to a one time waiver to the proposal requirement for \$2,000 fee plus travel expenses for on-site presentations. ICMA specifically agrees to make one presentation onsite of the final report at no additional cost to the Township.

ARTICLE 19 - NOTICE

All notices given under this Contract shall be sent by certified mail, return receipt requested, and if sent to the (name of client) shall be mailed to:

and if sent to the CONTRACTOR shall be mailed to:

Director
Grants & Contract Administration
International City/County Management Association (ICMA)
777 North Capitol Street, Suite 500
Washington, DC 20002

IN WITNESS WHEREOF, the Parties hereto agreed to all that is written herein and included within Exhibit "A".

_____ OF _____, STATE OF _____

SIGNED

ATTEST

BY: _____

BY: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION (ICMA)

SIGNED

BY: _____

Print Name: _____

Title: _____

Date: _____



CITY COUNCIL AGENDA

NO. 5 DEPT.: City Council DATE: November 13, 2013
CONTACT: Mayor French

AGENDA ITEM: One appointment to the Board of Architectural Review for a three-year term expiring on January 1, 2016, by the Mayor with Council approval.

FOR THE MEETING OF:
November 13, 2013
RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: That the Council approve the appointment of Holly Kennedy.

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND:

<u>Current Committee Members</u>	<u>Expiration Date</u>
Carmen Aguilar, Chair	1-1-15
John Clark	1-1-14
Roberta Downing	1-1-16
William Fegan	1-1-14
R. Jovanovich	1-1-14
Louis Rollano	1-1-14
VACANCY	1-1-16