

EMERGENCY RESOLUTION NO. 11-2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND MANAGEMENT PARTNERS, INC. FOR PROFESSIONAL CONSULTING SERVICES FOR IMPROVEMENT OF THE WORK ORDER PROCESS IN THE DEPARTMENT OF PUBLIC WORKS, AND DECLARING AN EMERGENCY.

WHEREAS, the City applied for and receive grant funding for consultant services to improve the work order process in the Department of Public Works; and

WHEREAS, Council desires to proceed with this process to increase efficiency in the work order process.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and Management Partners, Inc. for professional consulting services for improvement of the work order process in the Department of Public Works in an amount not to exceed \$49,850. The terms and condition of said agreement shall be substantially similar as set forth in Exhibit "1" attached hereto and made a part hereof.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to enter into said agreement to improve efficiency in the work order process at the earliest possible date. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: March 24, 2015

ATTEST:



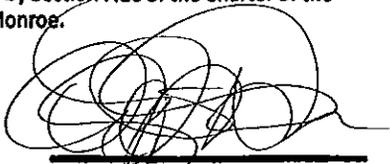
Clerk of Council

APPROVED:



Mayor

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.



Clerk of Council
City of Monroe, Ohio

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

Exhibit "1" Res No. 11-2015

CITY OF MONROE, OH

PUBLIC WORKS WORKORDER SYSTEM PROCESS IMPROVEMENT

AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 2015, by and between the City of Monroe, 233 S. Main Street, Monroe, Ohio 45050, (hereinafter referred to as the "City"), and Management Partners, Inc., 1730 Madison Road, Cincinnati, Ohio 45206 (hereinafter referred to as "Partners").

RECITALS

WHEREAS, the City is desirous of improving the efficiency and effectiveness of its Public Works work order system, and

WHEREAS, the City did apply for and receive a grant from the State of Ohio's Local Government Efficiency Program sponsored by the Ohio Development Services Agency and funded through the Local Government Innovation Fund to fund said project, and

WHEREAS, Partners has unique knowledge of local governments, process improvement tools and techniques, and a demonstrated ability to assist in accomplishing the objectives of City; and

WHEREAS, City desires to engage Partners to assist in the Public Works work order system process improvement and Partners is willing to provide such services;

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. **Scope of services.** Partners shall assist the City by executing the project described in the project work plan submitted dated November 18, 2014, which is hereby incorporated herein by reference as Exhibit A, in a satisfactory and proper manner in accordance with direction provided by the City Manager, or his designee.

2. **Time of Performance.** Services of Partners shall be available upon receipt of an approved copy of this Agreement, and shall be undertaken and completed in accordance a schedule of performance that is satisfactory to the City.

3. **Compensation and Method of Payment.** Partners will invoice City for services rendered as work is performed on the project, on the basis of the submission of invoices on a monthly basis. The total amount of payment in accordance with this agreement shall not exceed \$49,850, including expenses.

4. **Independent Partners.** Neither Partners nor its employees are considered to be employees of the City, for any purpose whatsoever. Partners is an independent contractor in the performance of the services herein described.

5. **Personnel.** Partners represents that it has, or will secure at its own expense, all personnel required in performing all of the services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City. All the services required hereunder will be performed by Partners or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

6. **Discrimination Prohibited.** In performing the services required hereunder, the Partners shall not discriminate against any person on the basis or race, color, religion, sex, national origin or ancestry, sexual orientation, age, physical handicap, or disability as defined in the American With Disabilities Act of 1990, as now enacted or hereafter emended.

7. **Reports and Information.** At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Partners will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

8. **Establishment and Maintenance of Records.** Records shall be maintained by the Partners in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

9. **Assignability.** Partners shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.

10. **Termination for Convenience of City.** The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to Partners. If Partners is terminated by the City as provided herein, Partners will be paid for the services actually performed to the time of termination.

11. **Construction and Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

12. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

13. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio, and the laws, rules and regulations of the City of Monroe.

IN WITNESS WHEREOF, the City and Partners have executed this Agreement as of the date first above written.

City of Monroe, Ohio

Management Partners, Inc.

(signature)

Gerald E. Newfarmer, President and CEO

Title

Date