

EMERGENCY RESOLUTION NO. 18-2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND LOCAL GOV CONSULTANTS, LLC FOR FINANCIAL ADMINISTRATIVE SERVICES AND DECLARING AN EMERGENCY.

WHEREAS, the search for a Finance Director has not been successful thus far; and

WHEREAS, Council deems it in the best interest to hire a consultant to assist with the duties of the Finance Director, as well as the search and onboarding of a Finance Director.

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

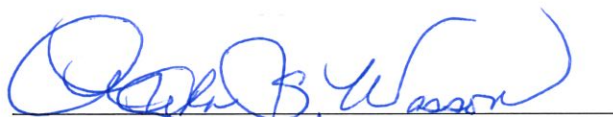
SECTION 1: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and Local Gov Consultants, LLC for financial administrative services pursuant to the terms and conditions set forth on Exhibit "A" attached hereto and made a part hereof.

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 deems it necessary to obtain the services of the consultant at the earliest possible date to avoid any interruption in the operation of the Department of Finance. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: April 26, 2022

ATTEST:

APPROVED:


Clerk of Council


Mayor

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.

"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

AGREEMENT

THIS AGREEMENT, made this _____ day of April 2022 (the "Effective Date"), by and between the **CITY OF MONROE**, located at 233 S. Main Street, Monroe, OH 45050 hereinafter referred to as "**City**", and **LOCAL GOV CONSULTANTS, LLC**, located at 2391 Forest Oaks Drive, Beavercreek, Ohio 45431, hereinafter referred to as "**Consultant**".

WITNESSETH

WHEREAS, the City has legal authority to secure professional services as may be necessary in the execution of financial administrative consulting agreement; and

WHEREAS, the Consultant is experienced in providing professional services related to municipal financial services, and is available to render services and assistance of this nature to City; and

WHEREAS, the City desires to engage such professional services of the Consultant.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, it is **AGREED** as follows:

1. Consultant shall furnish financial administrative services as described in the services proposal, attached hereto and incorporated herein by reference (the "Services").
2. Consultant agrees begin providing Services according to a schedule determined by the City Manager and Assistant City Manager and to perform its work in a diligent manner within the time limits detailed in the services proposal.
3. The City shall compensate Consultant for Services rendered at an amount not to exceed \$100.00 per hour according to the deliverables in the services proposal. In the event the City substantially changes the scope of Services set forth in the services proposal, the parties shall negotiate and agree in writing on a new hourly fee for the Services, commensurate with the change in scope.
4. The Consultant shall submit invoices at the end of each month to the City covering charges for Services performed during that month, as herein set forth. Approved invoices shall be promptly paid within 30 days of receipt of the invoice. The City reserves the right to dispute the Consultant's entitlement to any invoiced amount and withhold such disputed payment pending resolution of the dispute. The City's exercise of its right to dispute and withhold invoiced amounts shall not be considered a breach of this Agreement.
5. Consultant shall maintain through the full period of this Agreement applicable liability insurance policy(ies) with a combined single limit of a minimum of \$1,000,000 for each occurrence. If requested, the Consultant shall provide the City Certificates of Insurance evidencing such policies.
6. The deliverable products shall include those items as listed in "Local Gov Consultants, LLC Deliverables" in the services proposal.

7. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant shall violate any of the covenants or agreements of Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Consultant specifying the effective date of the termination, at least 30 days before such effective date. In such event, all finished or unfinished documents, data, studies, reports and/or information prepared by the Consultant under this Agreement shall become the City's property and the Consultant shall be entitled to receive equitable compensation for any work satisfactorily completed at the date of termination.
8. Either party may terminate this Agreement at any time for convenience by a notice in writing, at least 30 days before such effective date, directed to the other party in accordance with Section 12 herein. If the Consultant terminates this Agreement after the work has begun, City shall not be required to compensate the Consultant for Services/work not fully completed.
9. Consultant agrees to not share any proprietary and/or confidential information or documentation that it gathers or generates as a result of the Agreement without the prior written approval of City.
10. This Agreement and the attachments hereto contain the entire agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect. This Agreement may only be modified through a written amendment executed by both parties hereto.
11. Any provision in the Agreement which is held to be illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law.
12. All notices, requests, consents, approvals, demands and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally or (b) deposited in the United States mail, addressed as follows, or at such other address as may be provided in writing by the parties:

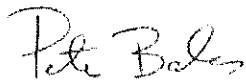
If to Consultant:
Pete Bales, President and CEO
Local Gov Consultants, LLC.
2391 Forest Oaks Drive
Beavercreek, OH 45431
Phone: 937-545-5565
Email: pbales@localgovconsultants.com

If to City:
William Brock, City Manager
233 S. Main Street
Monroe, OH 45050
Phone: 513-539-7374
Email: brockb@monroeohio.org

13. It is agreed that Consultant shall be an independent contractor of the City at all times while rendering services, pursuant to the provisions of this Agreement.
14. This Agreement may be amended or supplemented at any time by full consent in writing of the parties hereto.
15. This Agreement shall be in effect until the earlier of: (i) completion of the Services in accordance with the terms and conditions of this Agreement; or (ii) cancellation by either or both parties according to the terms above.
16. There shall be no discrimination for any employer, because of the race, color, religion, sex, military status, national origin, disability, age, or ancestry of any person, to discharge without just cause, to refuse to hire, or otherwise to discriminate against that person with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment. Consultant shall insert a similar provision in all subcontracts for services covered by this Agreement.
17. The Consultant shall indemnify, hold harmless and, at the City's request, defend the City and the City's employees, agents and representatives from and against any and all claims, suits, demands, liabilities, losses, damages, costs and expenses arising out of or resulting from claims for injury to or death of persons, and damage to real and personal property, to the extent arising out of or in any way related to: (i) any actual or alleged negligent acts, errors or omissions of the Consultant or its agents, employees, contractors (at any tier) or sub-contractors in the performance of the Services under this Agreement; (ii) the willful misconduct of the Consultant or its agents, employees, contractors (at any tier) or sub-contractors; or (iii) any breach of this Agreement by the Consultant. The City's entitlement under the foregoing indemnification may be deducted from the Consultant's compensation then due or thereafter to become due, in addition to any other remedies the City may have under this Agreement, or at law or in equity.

IN WITNESS WHEREOF, the City Manager of the **CITY OF MONROE** and **LOCAL GOV CONSULTANTS, LLC** have respectively executed this Agreement on the day and date first above written, in duplicate.

LOCAL GOV CONSULTANTS, LLC

By: 
Pete Bales
President and CEO

CITY

By: _____
William Brock
City Manager