

AGREEMENT FOR SERVICES PUBLIC WORKS DIRECTOR

THIS AGREEMENT is entered into by and between the City of Lima, Ohio (hereafter referred to as City) by and through the Mayor of the City of Lima, Ohio, Sharetta T. Smith, and PEM Consulting Services, LLC, (hereafter referred to as Contractor)) through its authorized representative, Edward A. Moore.

The purpose of this Agreement is to engage the services and expertise of Contractor for the benefit of the City to provide services required of the Director of Public Works. The parties therefore agree as follows:

1.0 TERM. The Term of this Agreement shall be from September 9, 2024, through December 11, 2024. Either party may terminate this Agreement by providing the other party with written notice ten (10) days prior to such termination.

2.0 COMPENSATION. The Contractor shall receive compensation in the amount of one hundred fifty dollars (\$150) per hour for a maximum of 260 hours (estimated twenty hours per week), and not to exceed \$39,000 in calendar year 2024. Such payments shall be processed for payment by the City upon receipt of acceptable invoices from the Contractor in accordance with any requirements made by the City Auditor.

3.0 SCOPE OF SERVICES. Contractor agrees to work in cooperation with the City Engineer to serve as the Director of Public Works on an interim basis, in performance of the following:

A. Learning and Assessment

1. Orientation and Onboarding
 - a. Familiarize with departmental structure, staff, and key personnel.
 - b. Review existing policies, procedures, and organizational charts.
 - c. Examine current project lists and construction timelines.
2. Stakeholder Engagement
 - a. Meet with key stakeholders including division heads, Council Members, community leaders, and staff.
 - b. Conduct one-on-one meetings to understand their perspectives, concerns, and expectations.
3. Data Collection and Review
 - a. Gather and analyze data on ongoing projects, budgets, and performance metrics.
 - b. Review past reports, assessments, and audits to identify strengths and weaknesses.
4. Site Visits
 - a. Conduct site visits to major public works projects and facilities.
 - b. Observe operations and challenges firsthand, and engage with on-site staff.

5. Project Initiation
 - a. Continue with priority projects, ensuring effective resource allocation.
 - b. Collaborate with division heads to support project teams and assigned responsibilities.
- B. Strategic Planning and Prioritization
1. SWOT Analysis (strengths, weaknesses, opportunities, and threats).
 - a. Perform a SWOT analysis of the Public Works Department.
 - b. Identify key areas for improvement and potential growth opportunities.
 2. Developing Strategic Objectives
 - a. Establish short-term and long-term goals based on insights from the initial 30 days.
 - b. Prioritize projects that align with community needs and City plans.
 3. Budget Review
 - a. Analyze the current budget and funding sources to ensure resources for key projects.
 - b. Meet with the Finance Department to understand fiscal constraints and opportunities.
 4. Staff Development
 - a. Collaborate with division heads to identify resources and support for vacant positions.
 - b. Assess staff skills, training needs, and morale.
- C. Implementation and Evaluation
1. Action Plan Development
 - a. Create a detailed action plan with timelines, responsibilities, and measurable outcomes.
 - b. Present the action plan to City Officials and stakeholders for feedback and approval.
 2. Performance Metrics
 - a. Evaluate key performance indicators (KPIs) to monitor project and departmental progress.
 - b. Establish regular reporting mechanisms to assess performance.
 3. Feedback Loop
 - a. Establish a system for continuous feedback from division heads, staff, and community members.
 - b. Conduct regular check-ins with stakeholders to report progress and gather input for adjustments.

4.0 INSURANCE. Contractor shall provide general and professional liability insurance as approved by the City Auditor. In the event Contractor does not carry or obtain such insurance, the City reserves the right to obtain such insurance to provide coverage for its own interests for the acts of Contractor at the City's expense.

5.0 INDEPENDENT CONTRACTOR. The parties agree it is the intent of this Agreement for the Contractor to act as an independent contractor in providing services under this Agreement. Notwithstanding anything contained herein to the contrary, the Contractor shall retain total discretion in the method and manner of the provision of his services within the scope of the services set forth above. Contractor shall be personally responsible for the payment of all taxes associated with the compensation and reimbursements received under this Agreement, and Contractor shall not be entitled to receive any type of employment benefits from the City, including but not limited to health insurance, dental insurance, vision insurance, disability insurance, or PERS coverage.

6.0 NOTICES. All notices, requests and demands upon the respective parties hereto shall be sent by personal delivery, nationally recognized overnight courier service or certified U.S. mail, return receipt requested, addressed as follows:

To the City: Mayor Sharetta T. Smith
50 Town Square
Lima, OH 45801-4900

Email: sharetta.smith@cityhall.lima.oh.us

And a copy to: Anthony L. Geiger, Law Director
202 E. High, FL 2
Lima, OH 45801

Email: tony.geiger@cityhall.lima.oh.us

To Contractor: Edward A. Moore
3793 Silica Rd
Sylvania, OH 43560.

Email: ed.moore@cityhall.lima.oh.us

6.1 Notice may also be provided via email. All parties agree to provide up-to-date email addresses for notice recipients and all parties agree to provide confirmation of receipt of an email when requested by another party. Failure of a party to provide email acknowledgement renders the email notification insufficient.

7.0 GOVERNING LAW. This Agreement will be governed by the substantive laws of the State of Ohio, as those laws apply to contracts entered into and wholly to be performed within that State, and without regard to rules or principles governing choice of law. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the State sitting in the City of Lima, Ohio and the United States District Court for the Northern District of Ohio, Western Division, sitting in the City of Toledo, Ohio, for

the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated hereby.

8.0 WAIVER OF JURY. To the extent permitted by law, the parties each waive any right to request a trial by jury with respect to any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement and/or any party's actions in the negotiation, administration, performance or enforcement thereof, and acknowledges and represents that counsel has been consulted (or has had the opportunity to do so) specifically as to this waiver.

9.0 COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, and each counterpart, when so executed, shall be deemed an original. The parties further agree that signatures for this Agreement and any other documents requiring signatures by the parties as a result or application of any provision of this agreement, may be executed by, produced, reproduced or transmitted by electronic means, and that the electronic signatures affixed by the parties to this Agreement (or such other documents) shall have the same legal effect as if that signature was manually affixed to a paper version of this Agreement (or such documents Agreements).

10.0 CAPTIONS. The titles and subtitles used in this Agreement are used for purposes of reference and convenience only and are not to be considered in construing or interpreting this Agreement.


11.0 AMENDMENT AND WAIVER. This Agreement may be amended only with the written consent of the parties. The conditions or observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by written instrument, signed by the party making the waiver.

12.0 SEVERABILITY. If any provision of this Agreement is held by a court of jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement and, to this end, the provisions of this Agreement are hereby declared to be severable. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement to reflect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

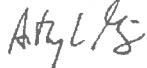
13.0 BINDING EFFECT. The terms and conditions of this Agreement will inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, each to the extent stated herein. Except as expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any non-party any rights, remedies, obligations or liabilities under or by reason of this Agreement.

14.0 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the City and Contractor and supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof.

THE PARTIES HEREUNTO SET THEIR HANDS AS SET FORTH BELOW:

City of Lima, Ohio	PEM Consulting Services, LLC.
By Sharetta T. Smith, Mayor	 By Edward A. Moore
Dated: <u>9/30/2024</u>	Its Authorized Representative
	Dated: <u>9/30/24</u>

APPROVED AS TO FORM ONLY:


Anthony L. Geiger
Director of Law
No Ordinance Needed

I certify that the money required to meet this obligation has been lawfully appropriated or authorized for such purpose and is in the treasury or in the process of collection, free from previous certification as required by Sec. 5708.11 R.C. of Ohio and Sec. 104 Charter of the City of Lima.


City Auditor