

RESOLUTION NO. 30-08  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Doug Cline ON THE 18<sup>th</sup>  
DAY OF August, 2008.

**A RESOLUTION RATIFYING THE ACTION OF THE CITY MANAGER IN EXECUTING A PERSONAL SERVICES CONTRACT WITH STRATEGIC PUBLIC PARTNERS, INC. FOR THE MANAGEMENT OF INDEPENDENT CONTRACTORS TO SERVE AS CIRCULATORS OF PETITIONS FOR A BALLOT INITIATIVE AUTHORIZING A MERGER STUDY BETWEEN THE CITY OF CENTERVILLE AND WASHINGTON TOWNSHIP.**

WHEREAS, Council has determined that it would be in the best interest of its citizens to employ a contractor to acquire the requisite number of signatures from both City of Centerville and Township of Washington residents to have a ballot issue included on the November 4, 2008 ballot for a merger of the City and Washington Township; and

WHEREAS, the City of Centerville has negotiated a Personal Services Contract for the purpose of hiring Strategic Public Partners, Inc. for its services in providing professional circulators to obtain the requisite number of signatures upon terms acceptable to the City; and

WHEREAS, Council has the power to enter into a Personal Services Contract by virtue of its Charter and the provisions of Article VIII, Section 16 and Article XVIII, Section 3 of the Ohio Constitution;

NOW THEREFORE, BE IT RESOLVED:

Section 1:

That the previous action of the City Manager in executing a personal services contract with Strategic Public Partners, Inc. to provide a sufficient number of professional circulators to obtain the requisite number of signatures to place a merger initiative between City of Centerville and Township of Washington on the November 4, 2008 ballot is hereby ratified. Said Personal Services Contract is marked Exhibit "A" and incorporated herein.

Section 2: That the City Manager is hereby authorized and directed to do any and everything necessary to carry out the terms of said Agreement.

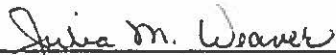
Section 3: This Resolution shall become effective at the earliest date allowed by law.

PASSED THIS 18<sup>th</sup> day of August, 2008.



Mayor of the City of  
Centerville, Ohio

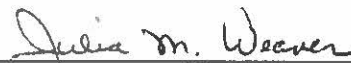
ATTEST:



*Assistant* Clerk of Council  
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 30-08, passed by the Council of the City of Centerville, Ohio on the 18<sup>th</sup> day of August, 2008.

  
*Assistant* Clerk of the Council

Approved as to form, consistency  
with existing ordinances, the  
charter & constitutional provisions  
Department of Law  
Scott A. Liberman  
Municipal Attorney

**PERSONAL SERVICES CONTRACT**  
**between**  
**CITY OF CENTERVILLE, OHIO**  
**and**  
**STRATEGIC PUBLIC PARTNERS, INC., dba STRATEGIC PUBLIC**  
**PARTNERS GROUP**

**SPP Government Relations**

This Agreement is entered into by and between the City of Centerville (hereinafter referred to as "City"), and Strategic Public Partners, Inc., dba Strategic Public Partners Group, SPP Government Relations (hereinafter referred to as "Contractor"), who hereby agree to the terms and conditions set forth in this contract:

WHEREAS, the City seeks to have a ballot issue included on the November 4, 2008 ballot regarding the formation of a merger commission to study the possible merger of the City and Washington Township (hereinafter referred to as "Township"); and

WHEREAS, if a merger petition with a sufficient number of signatures is filed with the Montgomery County Board of Elections by August 21, 2008, the merger issue will appear on the November 4, 2008 ballot; and

WHEREAS, a merger petition has been prepared by the City; and

WHEREAS, the merger petition requires a certain number of signatures from both City residents and the unincorporated Township residents in order to file the petition with the Montgomery County Board of Elections; and

WHEREAS, the City seeks the assistance of the Contractor to acquire the requisite number of signatures from the unincorporated Township residents; and

WHEREAS, the Contractor's employees and/or agents working as circulators are acting in accordance with Ohio Revised Code Sections 3501.38 and 3519.05; the Contractor's employees and/or agents working as circulators are residents of the State of Ohio in accordance with Ohio Revised Code Section 3503.06 and have never been convicted of a felony in Ohio or any other state in accordance with Ohio Revised Code Section 2961.01.

NOW, THEREFORE, the City hereby engages the services of the Contractor, and in consideration of the mutual promises herein contained, the parties agree as follows:

**1. Services**

The Contractor shall provide the following services for the City:

- Provide a sufficient number of professional circulators to assist in obtaining a minimum of 1,800 validated signatures from registered voters of the unincorporated area of the Township on the merger study commission petitions. Said signatures are to be obtained and presented to the City on the petition forms prior to August 18, 2008. It is understood by both parties that City may utilize circulators other than those provided by Contractor to collect the minimum number of validated signatures. Contractor acknowledges that no exclusivity rights are garnered to Contractor by the execution of this Agreement.
- Strategic Planning, ongoing consultation, monitoring, and trouble shooting.
- Recruit team of trained, capable and professional people to gather signatures. Said circulators are to be residents of the State of Ohio, have never been convicted of a felony and further act in accordance with Ohio Revised Code sections 3501.38 and 3519.05. Additionally, said circulators are to follow the rules and procedures for obtaining valid signatures.
- Provision of Team Leader:
  - Contractor's team leader for this project will work directly with City Staff to execute the plan, recruit and get circulators to produce valid signatures. Team Leader will also be gathering signatures.

## **2. Qualifications**

The Contractor's employees and/or agents that personally come into contact with the residents of the Township will dress professionally and will conduct themselves in a professional manner.

## **3. Fees**

In consideration for the services to be rendered by the Contractor, the City will pay the Contractor upon validation of the a minimum required number of signatures necessary to place the issue on the ballot by the Montgomery County, Ohio, Board of Elections.

The fee for services rendered will be based on the following components:

- a. Contractor shall be paid Five Dollars (\$5.00) for every signature submitted to City.
- b. Contractor shall also be paid a general consulting and process management fee of Twelve Thousand Dollars (\$12,000.00).

- c. Contractor shall be paid Five Thousand Dollars (\$5,000.00) for travel and other related expenses.
- d. As an incentive for Contractor's employees and/or agents, a bonus payment of One Hundred Dollars (\$100.00) shall be paid to Contractor for every Fifty (50) valid signatures collected by an individual petition circulator. The bonus payment will not be paid on a pro-rated basis for any fractional amounts. For payment calculation purposes, signatures shall be validated by City based on a listing of registered voters provided to City by the Montgomery County, Ohio, Board of Elections dated July 14, 2008. The validation process will be comprised of examining the signatures and information on all petitions compared to the information provided by the Board of Elections. City shall be the sole determiner of signature validity.

City shall provide Contractor with a detailed accounting of the number of valid signatures broken down by individual Contractor circulator upon completion of the deliverables detailed in this Agreement or upon request by Contractor.

In the event that signatures collected by Contractor are deemed to be invalid in a sufficient number to prevent the merger study commission issue from being placed on the ballot due to fraudulent or illegal actions by Contractor or its employees or agents, the City reserves the right to withhold all payment of fees referenced in this Agreement.

Contractor may request advance payment of a portion of the fee for service described herein if requested in writing to the City Manager. At his/her sole discretion, the City Manager may authorize the advance payment of up to ninety (90) percent of the estimated fee amount to Contractor.

It is further understood by the parties that some incidental number of petition signatures may be collected from non-Township residents in the course of signature collection operations. It is the intention of City, for fee payment purposes, to treat those signatures in the same manner as those collected from Township residents. If in the sole opinion of City it appears that certain circulators have collected an undue number of signatures from outside of the Township, or have collected an undue number of invalid signatures, some or all of those signatures may not be honored for payment calculation purposes.

#### **4. Term**

This Agreement will be effective from the date of execution and will remain in effect until August 21, 2008, or until cancelled in writing by City at least two business days in advance, whichever comes first.

#### **5. Devotion of Time**

The Contractor shall devote 150 cumulative hours per week throughout the duration of this Agreement to actively pursuing signatures for the merger petition. Cumulative hours per week shall include the total hours worked by all circulators actively pursuing signatures.

#### **6. Insurance and Indemnification**

The Contractor and its employees and agents shall be independent contractors and not employees of the City under this Agreement and the Contractor shall maintain a policy of liability insurance to cover any claims arising out of the performance of services under this Agreement and shall indemnify, hold harmless, and defend the City from any claims, costs, expenses or liabilities arising from any act or omission of the Contractor or the Contractor's employees or agents.

#### **7. Entire Agreement**

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding.

#### **8. Assignment**

Neither this Agreement nor any duties or obligations hereunder shall be assignable by the Contractor without prior written consent of the City. In the event of an assignment by the Contractor to which the City has consented, the assignee or legal representative shall agree in writing with the City to personally assume, perform, and be bound by the covenants, obligations and agreements contained herein.

#### **9. Successors and Assigns**

Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

#### **10. Confidential Information**

Contractor may receive and have access to confidential information proprietary to the City and Contractor expressly agrees to use confidential information only in the faithful discharge of its duties hereunder. Any and all lists of names, addresses, emails, phone numbers, contribution amounts, or any other information in a list provided to Contractor are confidential under the terms of this Agreement. Contractor specifically agrees to use any such lists only in the execution of its duties under the terms of this Agreement.

## **11. Attorney's Fees**

If any action at law or in equity is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

## **12. Governing Law**

The validity of this Agreement and of any of its terms or provisions as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Ohio.

## **13. Amendment**

This Agreement may be amended by the mutual agreement of the parties hereto in a writing to be attached to and incorporated into this Agreement.

## **14. Legal Construction**

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

## **15. Communications**

The information set forth below shall be the primary contact information for communications between the respective parties, unless written notice of a change of contact information is given:

For City:                   The City of Centerville, Ohio  
Attn: Kristen Phillips Gopman  
100 W. Spring Valley Rd.  
Centerville, Ohio 45458  
Phone: 937-428-4713  
Fax: 937-435-8720  
Email: kristenp413@yahoo.com  
Web: www.ci.centerville.oh.us

For Contractor:       Strategic Public Partners Group  
SPP Government Relations

Contracts: Attn: Darrin Klinger, Partner  
88 East Broad Street, Suite 1320  
Columbus, Ohio 43215  
Phone: (614) 222-8490 general  
Phone: (614) 946-1830 direct  
Email: klinger@sppgrp.com

This Agreement is entered into this 6<sup>th</sup> day of August, 2008.

City of Centerville

BY:

DATE:

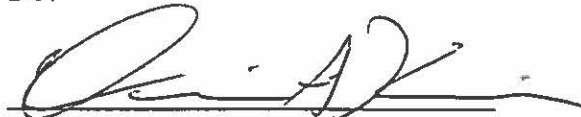
  
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Mark A. Schlagheck, Acting City Manager

8-16-08

Strategic Public Partners, Inc., dba  
Strategic Public Partners Group

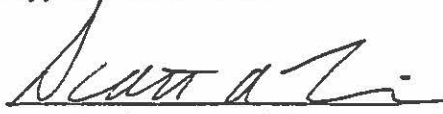
BY:

DATE:

  
\_\_\_\_\_  
Darrin Klinger, Partner

8/5/08

Approved as to Form:

  
\_\_\_\_\_  
Scott A Liberman, City Attorney