

**CITY COUNCIL MEETING**  
**AGENDA ITEM VI**



CITY OF FRANKLIN  
COUNCIL AGENDA REPORT  
October 27, 2018

**From:** Judie Milner, City Manager  
**Subject:** Consulting Agreement – Richard Ellert

**Recommendation:**

I recommend the City Council approve the consulting agreement with Richard Ellert.

**Suggested Motions:**

Councilor moves, "I move that the Franklin City Council approve the consulting agreement with Richard Ellert and authorize the City Manager to execute the agreement."

Mayor asks for a second, discussion and vote.

**Discussion:**

Mr. Ellert who is a LEAN process expert has recently moved to Franklin and offered to provide his services pro bono to assist the City in developing a vision, strategic plan to provide City wide direction and efficiencies through the LEAN Map process. Mr. Ellert is willing to provide 4 hours of service per week for 6 months. After the PILOT process with the Fire Department it became evident that the for-profit lean map process would not work for municipalities because of the unique differences such as municipalities are service oriented not profit oriented and the paramilitary environments of police and fire to name a few. Mr. Ellert is willing to develop a municipal version of the LEAN Map but wishes it to remain proprietary for him to use with other potential clients.

Therefore, Paul Fitzgerald drafted the attached consulting agreement between the City and Mr. Ellert. Mr. Ellert has approved the agreement as well.

**Fiscal Impact:**

Mr. Ellert's services will save the City an estimated \$250,000 for a City-wide efficiency study as recommended to the Council in the FY2019 budget process. The City's full cooperation is necessary to achieve the desired results and benefits of this LEAN Map process.

**Alternatives:**

Do not move forward with the Citywide LEAN process.

**Attachments/Exhibits:**

Consulting Agreement

## CONSULTING AGREEMENT

CITY OF FRANKLIN, NEW HAMPSHIRE  
316 CENTRAL STREET  
FRANKLIN, NH 03235

AND

RICHARD S. ELLERT  
D/B/A LEANMAP  
71 HILL ROAD  
FRANKLIN, NH 03235

AGREEMENT made this November day of ~~October~~, 2018 by and between the City of Franklin, a New Hampshire municipality with a place of business of 316 Central Street, Franklin, New Hampshire 03235 (hereinafter referred to as "City") and Richard Ellert, d/b/a LeanMap, with a mailing address of 71 Hill Road, Franklin, New Hampshire 03235 (hereinafter referred to as "Consultant").

1. **Scope of Project.** Consultant will create, for the exclusive benefit of the City, a LeanMap product as described on the LeanMap website ([www.leanmap.com](http://www.leanmap.com)) as of October 16, 2018. Consultant will analyze all aspects of municipal services in their current state and will thereafter provide recommendations to the City, in LeanMap form, designed to increase the efficiency and the delivery of those services and the satisfaction of the consumer (generally the residents of the City of Franklin or other members of the public) with the receipt and quality of such services. Efficiencies to be sought shall include, but not be limited to, the elimination of waste (material, time, energy or other form), increased speed of service delivery and the simplification of service delivery. Consultant shall, where possible, also make recommendations designed to reduce the cost of service delivery without negatively impacting the quality of service delivery.
2. **Time.** The date for project completion shall be May 1, 2019.
3. **Cost.** Consultant shall furnish the LeanMap product to the City for the sum of One Dollar (\$1.00). Additionally, the Consultant may use the LeanMap produced in conjunction with this project in the promotion of his business in an effort to establish a business or marketing plan for the providing of LeanMapping services to other municipalities or government agencies. The Consultant shall be furnished no additional compensation or expense reimbursement unless specifically agreed to in writing between the Consultant and the City. Consultant shall provide the City with a total of no more



than sixteen (16) hours per month for a period of six (6) months from the date of the execution of this Agreement within the compensation format discussed above. If there is a need to exceed this limitation, the parties agree that they will negotiate appropriate additional compensation or the Agreement may, at the option of either party, be terminated.

4. **Proprietary Information.** The City acknowledges that the creation of the product as described above will require the utilization of proprietary processes and information owned, developed or otherwise within the control of the Consultant. The City shall not, without the express written approval of Consultant, release any information regarding such processes as are utilized to create the LeanMap with the exception of the final product furnished by the Consultant to the City.

Nothing in this section shall preclude the City from responding appropriately to any request for information received pursuant to RSA 91-A (New Hampshire's "Right-To-Know Act") or other similar legislation or regulation.

5. **Termination.** This Agreement may be terminated by either party upon written notice to the other.
6. **Amendment.** No term or provision of this Agreement shall be altered, amended or changed in any way except in writing, with such amendment being executed by the parties hereto.
7. **Entire Agreement.** It is agreed that all understandings and representations heretofore between the parties are merged into this Agreement, which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither party relying upon any statement or representation not embodied in this Agreement.
8. **Agreement Binding.** This Agreement shall be binding upon and be to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties.
9. **Assignment.** No party shall assign any obligation under this Agreement without the written consent of the other party.
10. **Governing Law.** This contract shall be governed by, and interpreted in accordance with, the laws of the State of New Hampshire. It is specifically agreed that the courts of the State of New Hampshire shall have jurisdiction over any dispute arising herefrom.
11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes but all of which shall constitute one in the same agreement.
12. **Approval.** This Agreement was approved by action of the Franklin City Council dated October \_\_, 2018.

NOVEMBER

IN WITNESS WHEREOF, we have hereunto set our hands and executed this Agreement  
on the day and year first above written.

~~October~~ <sup>NOVEMBER</sup> \_\_, 2018

City of Franklin, New Hampshire

By: \_\_\_\_\_  
Judie Milner, City Manager  
Duly Authorized

~~October~~ <sup>NOVEMBER</sup> \_\_, 2018

By: \_\_\_\_\_  
Richard S. Ellert  
d/b/a LeanMap