

MANAGEMENT CONSULTANT AGREEMENT

The City of Pataskala, Licking County, Ohio, hereinafter called the “Client,” and Clemans, Nelson & Associates, Inc., hereinafter called the “Consultant,” shall hereby agree to the following terms and conditions for a period of one (1) year commencing on the date last executed below, subject to termination as provided herein.

Consultant, in consideration of the covenants and promises set forth hereinafter, certifies, covenants, and agrees to perform in the following manner, to wit:

Provide Client, on a priority basis, such management and/or fiscal consulting services in labor, employment, and other related areas as might be requested by Client.

Consultant will assign a qualified consultant on-site for scheduled consulting for 24 hours per month with a minimum of 6 clock hours per week on-site. The on-site consultant will assist the Client with such employee relations and personnel services as might be requested and which the consultant can reasonably perform within that allotted scheduled time.

IN CONSIDERATION of the foregoing covenants and promises, Client agrees to pay the Consultant THREE THOUSAND EIGHT HUNDRED FIFTY DOLLARS and NO CENTS (\$3,850.00) per month (“Retainer Fee”) for all services rendered under this Agreement. Consultant is not entitled to, and shall not be paid, any additional costs or expenses under this Agreement, other than the Retainer Fee, for services performed under this Agreement.

Actual clock hours shall include only those hours spent in consultation and those hours of work integral to such consultation, including but not limited to preparation, research, analysis, writing, advice, and meetings with or on behalf of the Client. The parties may also agree on a flat fee for training or other special consulting projects. The Consultant will not charge the Client for portal-to-portal travel time.

If Client and Consultant agree addition work will be performed by Consultant that is beyond the scope of this Management Consulting Agreement, such services shall be performed and invoiced at the following rates:

<u>Consultant / Analyst</u>	<u>\$140.00 per hour</u>
<u>Senior Consultant</u>	<u>\$155.00 per hour</u>
<u>Manager</u>	<u>\$170.00 per hour</u>
<u>Director / Vice President / President</u>	<u>\$185.00 per hour</u>

The Consultant shall not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, gender identity, age, military status, veteran status, pregnancy, or disability. The Consultant is not a law firm and cannot provide legal advice to Client. This Agreement does not create an attorney/client relationship between Client and Consultant.

Client may terminate this Agreement for any reason, or no reason at all, upon thirty (30) days' written notice to Consultant.

Consultant shall send Client an invoice, which details the work performed the previous month, who from performed the work, and when the work was performed, by the 15th of each month Client shall pay each timely submitted invoice within thirty days after it was received.

Consultant agrees to indemnify and hold harmless Client and its officials (elected and appointed), employees, agents, representatives, and insurers from all liability for claims, causes of action, demand, damages, losses, costs, and expenses, including reasonable attorney's fees, resulting from, arising out of, or related to any act or omission, by Consultant or its employees, agents, and/or representatives under this Agreement. Consultant's obligation to indemnify shall not be construed to negate, abridge, or reduce other rights of indemnity or contribution to which Client and its officials (elected and appointed), employees, agents, representatives, and/or insurers are legally entitled.

This Agreement does not create any employment, agency, or partnership relationship between Client and Consultant. Client is not responsible for workers' compensation or unemployment compensation for any consultant assigned to work with it.

CERTIFICATION OF COMPLIANCE WITH R.C. 3517.13:

By signing this Agreement, the undersigned representative of Clemans, Nelson & Associates, Inc. certifies on behalf of the Consultant corporation that all of the following persons, if applicable, are in compliance with applicable provisions of division (J) of Ohio Revised Code Section 3517.13 with respect to all public officials of any Ohio political subdivision with whom the Consultant is hereby contracting:

- A. each owner of more than twenty percent of the corporation or business trust;
- B. each spouse of each owner of more than twenty percent of the corporation or business trust.

The undersigned authorized representative of the Consultant certifies such compliance on and since April 4, 2007 and on any date after April 4, 2007 that the Client and the Consultant enter

into this Agreement. If the Consultant's representative or any Officer of the Consultant becomes aware of noncompliance with R.C. Section 3517.13(J) between the time the Consultant's representative signs this Agreement and the time the Client fully executes and enters into this Agreement, the Consultant shall so notify the Client – and unless and until the Client receives such notice, the Client may rely on this certification when entering into this Agreement. This certification is a part of this Agreement.

CITY OF PATASKALA,
LICKING COUNTY, OHIO

CLEMANS, NELSON &
ASSOCIATES, INC.

Timothy Hickin
City Administrator

Andrew A. Esposito
Director of Client Development

Date: _____

Date: _____

CERTIFICATE OF AVAILABLE FUNDS

I certify that the money required to meet this contract has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code § 5705.01 to § 5705.47.

Date

Jamie Nicholson, Finance Director