



CITY OF PATASKALA

RESOLUTION 2022-010

Passed February 22, 2022

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO EXECUTE A MANAGEMENT CONSULTANT AGREEMENT WITH CLEMANS, NELSON & ASSOCIATES, INC.

WHEREAS, the City of Pataskala currently does not have anyone handling its day-to-day human resources duties and obligations. While the City has been able to meet these obligations, the administration believes these tasks could be better and more efficiently accomplished with the assistance of a consulting firm; and

WHEREAS, Clemans, Nelson & Associates, Inc. has been providing management consulting services to employers for over forty years. It is one of the largest full-service consulting firms in the Midwest specializing in labor relations and human resource management; and

WHEREAS, Clemans Nelson has agreed to provide 24 hours per month of management and/or fiscal consulting services related to labor, employment and other related areas. In particular, Clemans Nelson will assign a qualified consultant to be on-site for 6 hours per week; and

WHEREAS, Clemans Nelson agrees to perform these consulting services for a flat monthly fee of \$3,850.00 (or \$46,200/yr.); and

WHEREAS, Council for the City of Pataskala now wants to enter into a consulting agreement with Clemans Nelson to perform these much-needed services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PATASKALA, COUNTY OF LICKING, STATE OF OHIO, A MAJORITY OF ALL MEMBERS PRESENT CONCURRING THAT:

Section 1: Council for the City of Pataskala hereby authorizes and directs the City Administrator to execute a Management Consultant Agreement, in substantially the same form and content as the Agreement attached hereto as Exhibit A and incorporated herein by reference, with Clemans, Nelson & Associates, Inc.

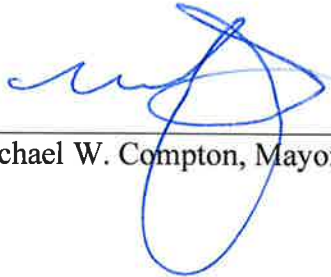
Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of Council and that

all deliberations of the Council and any of the decision-making bodies of the City of Pataskala which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the State of Ohio.


Section 3: This Resolution shall take effect at the earliest time allowed by the Charter of the City of Pataskala.

ATTEST:


Kathy M. Hoskinson, Clerk of Council


Michael W. Compton, Mayor

APPROVED AS TO FORM:


Brian M. Zets, Law Director

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. Throughout the term of this Contract, the Consultant shall maintain a comprehensive insurance program and shall name the City of Pataskala as well as its officials (elected and appointed), employees, agents, and representative, as an additional insureds, on the general liability policies, 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.~~

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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

