

Sponsor: Bonders / Ketchum

RESOLUTION NO. 09-19
(AMENDED)

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT FOR SERVICES WITH CLEMANS, NELSON AND ASSOCIATES, INC. FOR PURPOSES OF CONSULTING WITH THE CITY ON EMPLOYMENT MATTERS AND FOR SERVICES RELATED TO THE NEGOTIATION OF THE CITY'S COLLECTIVE BARGAINING AGREEMENTS.

WHEREAS, after interviewing interested companies, the legislative authority of the City of Jackson has found that Clemans, Nelson and Associates, Inc. is qualified to provide the specialized services required by the City related to employment matters and for the negotiation of the various collective bargaining agreements to which the City is a party; and

WHEREAS, this legislative authority finds that it will be beneficial and economical to enroll in the monthly retainer program so that the City will receive the benefit of regular consultation with Clemans, Nelson and Associates, Inc. at no additional cost, as set forth in the contract attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATIVE AUTHORITY OF THE POLITICAL SUBDIVISION OF THE CITY OF JACKSON THAT THE MAYOR IS AUTHORIZED TO ENTER INTO A CONTRACT WITH THE MONTHLY RETAINER PROVISION, ATTACHED AS EXHIBIT A, FOR SERVICES TO EMPLOY CLEMANS, NELSON AND ASSOCIATES, INC. FOR THE PURPOSES OF CONSULTING WITH THE CITY ON EMPLOYMENT MATTERS AND FOR SERVICES RELATED TO THE NEGOTIATION OF THE CITY'S COLLECTIVE BARGAINING AGREEMENTS.

It is hereby found and determined that all formal acts of this council concerning and relating to adoption of this resolution were adopted in an open meeting of this council and that the deliberations of the council and any of its committees resulted in such formal action, were in meeting open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

PASSED AND ADOPTED by the Legislative Authority of the Political Subdivision on this 8th day of April, 2019.



President of Council

ATTEST:

Sherry Barr
Clerk of the Legislative Authority

Approved this 8th day of April, 2019.

Randy Hecht
Mayor

MANAGEMENT CONSULTANT AGREEMENT

The City of Jackson, 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 of execution written below, subject to renewal or termination by the parties as provided herein.

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

Provide to the Client on a priority basis, such management and/or fiscal consulting services in labor, employment, and other areas as might be requested throughout the duration of this Agreement.

IN CONSIDERATION of the foregoing covenants and promises, the Client agrees to pay the Consultant a retainer of ONE HUNDRED SEVENTY-FIVE DOLLARS (\$175.00) per month for a period of one (1) year from the effective date of this contract to cover brief telephone consultation as provided below, and to pay the Consultant at the applicable rates for professional services:

| | |
|---|-------------------|
| Consultant / Analyst | \$110.00 per hour |
| Senior Consultant..... | \$150.00 per hour |
| Manager | \$165.00 per hour |
| Director / Vice President / President | \$175.00 per hour |

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 projects. The Consultant will not charge the Client an hourly rate for portal-to-portal travel time. A minimum of four (4) hours will be billed for each on-site visit by the Consultant. No professional service hours shall be charged for brief telephone consultations requiring no in-office or on-site follow-up.

The Client further agrees to pay the Consultant the mileage rate as established by the Director of the Internal Revenue Service for travel from the Consultant's headquarters or a regional office, whichever is applicable, necessary meal expense, actual overnight lodging expenses if required, and other ordinary and necessary business expenses.

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. Nor shall amounts paid under this Agreement exceed any applicable statutory limit. The Consultant is not a law firm and this Agreement does not create an attorney/client relationship.

This Agreement shall automatically be renewed for successive one (1) year periods on its anniversary date unless either party provides written notice to the other party, during the last thirty (30) days of any annual contract period, of their desire to terminate the Agreement. The Client shall be notified in writing, not less than sixty (60) days prior to the anniversary date of the Agreement, of any general increase in the Consultant's rates, which shall not become effective until the effective date the contract renews or the date a new contract is signed.

Invoices setting forth these charges shall be submitted as accrued on a monthly basis, payable upon receipt.

CERTIFICATION OF COMPLIANCE WITH O.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 O.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

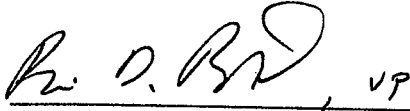
notice, the Client may rely on this certification when entering into this Agreement. This certification is a part of this Agreement.

IN WITNESS WHEREOF, the parties hereunto set forth their hand as of the 8th day of April, 2019 (date of execution).

CITY OF JACKSON

CLEMANS, NELSON &
ASSOCIATES, INC.

Randy R. Heath, Mayor



Brian Butcher, Vice President

APPROVED AS TO FORM



City Law Director

Atty. For City

CERTIFICATE OF AVAILABILITY OF FUNDS

It is hereby certified that the amount required to meet the obligations of this contract in the fiscal year in which the contract has been made has been lawfully appropriated for the purposes of the contract and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances, obligations, or certificates now outstanding.

Fiscal Officer

Date

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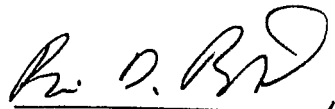
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