

MANAGEMENT CONSULTANT AGREEMENT

THIS AGREEMENT ("Agreement") is by and between Russell Township, Ohio, through its Board of Trustees ("Client"), whose administrative offices are located at 8501 Kinsman Road, P.O. Box 522, Russell Township, Novelty, Ohio 44072; and Clemans, Nelson & Associates, Inc. ("Consultant"), whose administrative offices are located at 485 Metro Pl S, Suite 200, Dublin, Ohio 43017.

NOW, THEREFORE, the Parties mutually agree as follows:

- I. Employment of Consultant. Client agrees to engage Consultant as agreed to herein, and Consultant hereby agrees to perform the services contained herein.
- II. No Attorney/Client Relationship. The Parties agree that Consultant is not a law firm, and this Agreement does not create an attorney/client relationship.
- III. Term. This Agreement is made and effective upon execution by both Parties. It shall remain in force for a period of one (1) year, subject to renewal or termination by the parties as provided herein. The Parties may renew this Agreement at the end of the initial one-year Term, under such terms as the Parties may agree to in writing at the time of the renewal.
- IV. Consultant's Services. Consultant shall provide to Client on a priority basis such management and/or fiscal consulting services in labor, employment, and other areas as provided herein or as Client might request throughout the duration of this Agreement. Consultant shall perform and complete the Services hereunder in such sequence so as to assure their expeditious completion. Consultant shall do, perform, and carry out in a good and professional manner the following services:
 - A. Predetermined Services. Client shall pay Consultant \$725.00 per month during this Agreement's Term, in exchange for which Consultant shall provide all the following Predetermined Services to Client:
 1. Personnel Policy Updates. Consultant shall provide and assist Client with updates to Client's Personnel Policy Manual due to State and/or Federal changes and/or Client policy changes.
 2. On-Site Training. Consultant shall provide one (1) annual on-site training on a topic the Parties mutually agree on. Consultant shall provide twenty-five (25) copies of materials for the training.

3. On-Site Visits. Consultant shall provide up to six (6), four (4) hour on-site visits to Client per year. On-sites request shall be initiated by the Client and scheduled for a mutually agreeable time and date. Further visits and Consultant's time spent on-site at Client's location beyond the four (4) hours provided herein may occur upon agreement of the Parties at the "Additional Services" rates detailed below.
4. Communications. Consultant shall provide Client with—and not charge Client for—brief telephone consultations requiring no in office or on-site follow-up.

B. Additional Services. In addition to the Predetermined Services agreed-to above, Client may request Consultant perform Additional Services in the areas of management, labor, employment, and/or fiscal consulting. Consultant shall not perform any Additional Services without an explicit prior request from Client.

1. Hourly Rates

- a. If Consultant performs Additional Services at Client's request, Consultant will charge Client for Additional Services performed at the following hourly rates:

- Consultant: \$ 105
- Senior Consultant: \$ 145
- Manager / Director / Vice President / President: \$ 175

- b. Consultant shall only bill Client the above Hourly Rates for Additional Services for hours Consultant spent in (i) consultation with Client, or (ii) reasonable preparation, research, analysis, writing, advice, and meetings at Client's request.

- c. Consultant shall not charge Client for (1) travel time and expenses related to this Agreement; and (2) communications as agreed in Section IV(A)(4), above.

2. Flat Fee. The Parties may also agree on a flat fee for additional training or other special consulting projects in a written instrument signed by duly authorized signatories of Consultant and Client.

V. Payment Method. Consultant shall submit monthly invoices for Predetermined Services and itemized invoices detailing performed Additional Services to Client's address set forth above. Client agrees to pay Consultant's invoices within thirty (30) days of the invoice date to Consultant's address set forth above.

- VI. Independent Contractor. Consultant acknowledges and agrees that it is an independent contractor for all purposes, and not an employee and therefore not entitled to any employment rights, benefits, or privileges. Consultant waives any right, title, interest, or claim to employer contributions to OPERS, workman's compensation, or any other benefit accruing to public employees by virtue of their employment. The Parties agree inasmuch as Consultant is not Client's employee but an independent contractor.
- VII. Compliance with Laws. The Consultant shall maintain its existence and continue to be a duly incorporated legal entity that is organized and validly existing under the laws of its incorporation and duly qualified to do business in, the State of Ohio to the extent required by applicable law.
- VIII. Workers' Compensation. Consultant shall at all times during the life of the Agreement, subscribe to and comply with the Workers' Compensation laws of the State of Ohio and pay such premiums as may be required thereunder. It shall also furnish at the time of delivery of this Agreement and at such times as may be requested, a copy of the official certificate or receipt showing the payment hereinbefore referred to.
- IX. Discrimination. Consultant or any subcontractor in the hiring of employees for the performance of services under this Agreement or any subcontract shall not by reason of race, color, religion, sex, age, handicap, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the agreement relates. Consultant or any subcontractor, or any person acting on behalf of Consultant or subcontractor shall not in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this agreement on account of race, color, religion, sex, age, handicap, national origin, or ancestry.
- X. Amendments. The Parties may only modify this Agreement by a written instrument signed by duly authorized signatories of Consultant and Client.
- XI. Termination. Client may terminate this Agreement, with or without cause, by providing Consultant with written notice of such termination at least fifteen (15) days before the termination's effective date. In the event of termination for whatever reason, Client agrees to pay Consultant on a pro-rate basis for all services provided to and accepted by Client under this Agreement, or any amendment hereto, as of the effective date of termination.
- XII. Disputes. This Agreement's validity, interpretation, and performance is controlled by and construed under the laws of the State of Ohio. The Parties shall commence any legal suit, action, or proceeding arising out of or relating to this Agreement only in a court of competent jurisdiction in Geauga County, Ohio, and each Party hereto irrevocably submits to the jurisdiction and venue of any such court in any such suit, action, or proceeding.

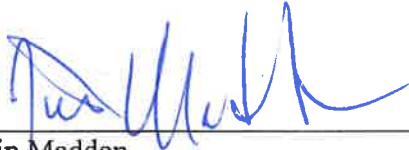
- XIII. Insurance. Consultant shall, at its own expense, at all times during the performance hereunder, maintain comprehensive general liability insurance and professional liability insurance. The policies of insurance shall be in amounts acceptable to Client.
- XIV. Completeness of Contract. This Agreement contains all the terms and conditions agreed upon by the Parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the Parties hereto unless agreed to in an amendment as detailed herein.
- XV. Certification of Compliance with R.C. 3517.13. By signing this Agreement, the undersigned representative of Clemans, Nelson & Associates, Inc. certifies on behalf of Consultant's 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 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 Consultant certifies such compliance on and since April 4, 2007 and on any date after April 4, 2007 that Client and Consultant enter into this Agreement. If Consultant's representative or any Officer of Consultant becomes aware of noncompliance with R.C. Section 3517.13(J) between the time Consultant's representative signs this Agreement and the time Client fully executes and enters into this Agreement, Consultant shall so notify Client – and unless and until Client receives such notice, Client may rely on this certification when entering into this Agreement. This certification is a part of this Agreement.

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed by their duly authorized representatives.

RUSSELL TOWNSHIP, OHIO,
BOARD OF TRUSTEES

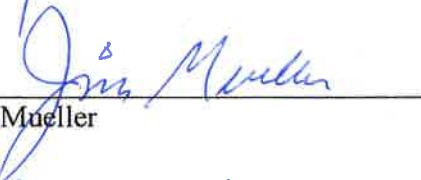
CLEMANS, NELSON & ASSOCIATES,
INC.



Justin Madden



Mark J. Lucas, President



Jim Mueller

Date: 3/8/2017



Gary Gorum

Date: 3/15/2017

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 Charles Walder

Date: 3-15-17

Retainer Agreement Services Fee Break-Down

	Monthly Cost
1. Consultant shall provide and assist Client with updates to Client's Personnel Policy Manual due to State and/or Federal changes and/or Client policy changes. (See Section IV(A)(1))	\$100.00
2. Consultant shall provide one (1) annual on-site training on a topic the Parties mutually agree on. Consultant shall provide twenty-five (25) copies of materials for the training. (See Section IV(A)(2))	\$150.00
3. Consultant shall provide Client with—and not charge Client for—brief telephone consultations requiring no in office or on-site follow-up. (See Section IV(A)(4))	\$175.00
4. Consultant shall provide up to six (6), four (4) hour on-site visits to Client per year. On-sites request shall be initiated by the Client and scheduled for a mutually agreeable time and date. Further visits and Consultant's time spent on-site at Client's location beyond the four (4) hours provided herein may occur upon agreement of the Parties at the "Additional Services" rates detailed below. (See Section IV(A)(3))	\$300.00
TOTAL	\$725.00