

MANAGEMENT CONSULTANT AGREEMENT

The Russell Township, Geauga County, Ohio Board of Trustees, 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 addition to any other services, the Client and the Consultant have agreed to the following list of predetermined specific services and costs:

Retainer Services	Monthly Cost
1. Updates to the Client's Personnel Policy Manual prepared by the Consultant's due to State and/or Federal legislative changes and/or client policy changes.	\$100.00
2. One annual on-site training on a topic mutually agreed to by the parties. Cost includes copies of materials presented for up to twenty-five (25) attendees. The actual cost for additional copies shall be paid for by the Client.	\$150.00
3. No professional service hours shall be charged for brief telephone consultations requiring no in-office or on-site follow-up.	\$175.00
4. Up to six (6), four (4) hour on-site visits annually. Time spent on-site beyond the four (4) hours shall be billed at the applicable hourly rate.	\$300.00
TOTAL	\$725.00

This list of costs is for services. The costs of reasonable and necessary expenses related to these services, such as mileage, are addressed below.

IN CONSIDERATION of the foregoing covenants and promises, the Client agrees to pay the Consultant the indicated retainer of SEVEN HUNDRED TWENTY-FIVE DOLLARS (\$725.00) per month for a period of one (1) year from the effective date of this contract to cover the items listed above. The Client will also pay the Consultant at the applicable rates for additional professional services:

Consultant..... \$105.00 per hour
 Senior Consultant \$145.00 per hour
 Manager/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 additional training or other special consulting projects. A minimum of four (4) hours will be billed for each on-site visit by the Consultant. The Consultant will not charge the Client an hourly rate for portal-to-portal travel time.

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 related to the predetermined services or any additional professional services provided under this Agreement.

The Consultant shall not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, sex, age, military status, veteran status, sexual orientation, genetic information, or disability. 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 division (J)(1) 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:

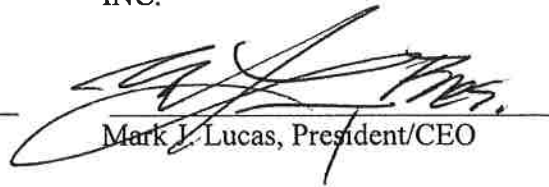
- A. each owner of more than twenty percent of the corporation or business trust;
- B. each spouse of each owner of more than twenty percent of the corporation or business trust;
- C. each child of seven years of age to seventeen years of age of each owner of more than twenty percent of the corporation or business trust;
- D. any combination of persons identified in (A) – (C) of this indented list.

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)(1) 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 _____ day of _____, 2017 (date of execution).

RUSSELL TOWNSHIP, GEAUGA
COUNTY, OH BOARD OF TRUSTEES

CLEMANS, NELSON & ASSOC.'S,
INC.


Mark J. Lucas, President/CEO

APPROVED AS TO FORM

Legal Counsel

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