

RESOLUTION NO. 16-12
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER BROOKS COMPTON ON THE
13th DAY OF MARCH, 1996.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY
MANAGER TO ENTER INTO AN AGREEMENT WITH
CLEMANS, NELSON & ASSOCIATES, INC., FOR
CONSULTING SERVICES FOR THE CITY OF CENTERVILLE.

WHEREAS, the City of Centerville desires to engage the services of a Consultant
to provide consulting services on such matters as employee relations and personnel
services.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY
RESOLVES:

Section 1. That the City Manager is hereby authorized and directed to enter into
an agreement with Clemans, Nelson & Associates, Inc., for consulting services for the
City of Centerville. A copy of said agreement is attached hereto, marked as "Exhibit A",
and incorporated herein.

Section 2. That this Resolution shall become effective at the earliest date
allowed by law.

PASSED this 13th day of MARCH, 1996.

Sally D. Beale
Mayor of the City of Centerville, Ohio

ATTEST:

Maile Sue Allen
Clerk of Council, Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 16-46, passed by the Council of the City of Centerville, Ohio, on the 18th day of April, 1996.


Clerk of Council

Approved as to form, consistency
with the Charter and Constitutional Provisions.

Department of Law
Robert N. Farquhar
Municipal Attorney

MANAGEMENT CONSULTANT AGREEMENT

The City of Centerville, hereinafter called the "Client," and Clemans, Nelson & Associates, Inc., an Ohio corporation having its principal place of business in Columbus, Ohio, hereinafter called the "Consultant," shall hereby agree to the following terms and conditions for a period of one (1) year 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 employee relations and personnel services 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, and to pay the Consultant at the applicable rates for professional services:

Consultant	\$70.00 per hour
Senior Consultant	\$80.00 per hour
Manager/Vice-President	\$90.00 per hour
President	\$100.00 per hour

Actual clock hours shall include only those hours spent in requested on-site consultation and assistance, and only those hours of in-office research and preparation necessary to support such consultation and assistance. The parties may agree on a flat fee for training or other specific personnel 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 Internal Revenue Service rate per mile for round trip business mileage from the Consultant's office in either Columbus or a Regional Office, whichever is applicable, necessary meal expense, actual overnight lodging expenses if required, and other ordinary and necessary business expenses.

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 is renewed or the date a new contract is signed.

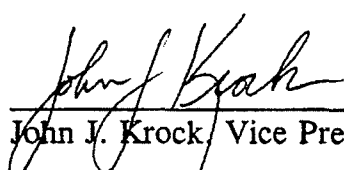
Invoices setting forth these charges shall be submitted as accrued on a monthly basis, payable upon receipt.

IN WITNESS WHEREOF, the parties hereunto set forth their hand this _____ day of _____, 1995.

CITY OF CENTERVILLE

CLEMANS, NELSON & ASSOCIATES,
INC.

City Manager



John J. Krock, Vice President

APPROVED AS TO FORM:

Municipal Attorney

DATE: _____

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.

Director of Finance

Date