



Board of County Commissioners
Butler County, Ohio

EXECUTIVE SUMMARY

22-09-01412

Donald L. Dixon
President

T.C. Rogers
Vice President

Cindy Carpenter
Member

Consulting Services Agreement financial services - Jenni L. Logan

**Commissioners Clerk of the Board
Purchase of Goods/Services**

Target Meeting: 9/8/22

Summary

Approve Agreement with Jenni L. Logan for professional consulting services for finance related assistance in the absence of a Finance Director consistent with the terms and conditions of the Agreement at a cost not to exceed \$45,000.00 effective September 9, 2022 - February 28, 2023 and authorize the County Administrator to execute Agreement in the form approved by the Prosecuting Attorney.

Justification

The Butler County Board of Commissioners ("County") desires to contract for professional services to perform duties to support the Butler County Finance Department in the absence of a Finance Director.

Recommendation

Staff has reviewed and recommends approval.

Approved by:

Flora R Butler

Flora R Butler, Clerk

8/16/2022



Board of County Commissioners
Butler County, Ohio

RESOLUTION

22-09-01412

Donald L. Dixon
President

T.C. Rogers
Vice President

Cindy Carpenter
Member

Consulting Services Agreement financial services - Jenni L. Logan

The Board of County Commissioners of Butler County, Ohio met in Regular Meeting on the 8th day of September, 2022 in the Commission Chambers of the Butler County Government Services Center, 315 High Street, 2nd Floor, Hamilton, Ohio 45011.

Whereas the Butler County Board of Commissioners ("County") desires to contract for professional services to perform duties to support the Butler County Finance Department in the absence of a Finance Director;

Whereas Jenni L. Logan ("Consultant") has knowledge and experience desirable to fulfill these services; now, therefore, be it

Resolved the Board of Commissioners shall enter into a contract with Jenni L. Logan, [REDACTED], for consulting services in support of the Butler County Finance Department in the absence of a Finance Director at a cost of \$150.00 per hour, billed monthly, not to exceed total contract amount of \$45,000.00 effective September 9, 2022 until February 28, 2023 or until terminated by either party, whichever is earlier, subject to the provisions outlined in the contract attached hereto and made a part hereof; be it further

Resolved the Consultant shall perform duties on an agreed upon schedule, which shall not exceed eight (8) days a month. Number of days can be exceeded by mutual consent of both County and Consultant; be it further

Resolved the Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, which resulted in those formal actions, were in meetings open to the public in compliance with the law.

Commissioner Carpenter moved for the adoption of the foregoing resolution, Commissioner Rogers seconded the motion and upon call of the roll, the vote resulted as follows:

RESULT: Adopted
AYES: Donald Dixon, T.C. Rogers, Cindy Carpenter

State of Ohio, County of Butler, on this 8th day of September, 2022, the Clerk of the Board does hereby certify that 22-09-01412 is a true, exact, complete and unaltered electronic record of the Butler County Board of Commissioners.

Flora Butler

Flora Butler, Clerk of the Board



**CONSULTING SERVICES AGREEMENT BETWEEN THE BUTLER COUNTY
BOARD OF COUNTY COMMISSIONERS AND JENNI L. LOGAN**

SEP 08 2022

This agreement is made and entered into this _____ day of _____, 2022, by and between Jenni L. Logan, (the "Consultant"), _____, and the Butler County Board of County Commissioners (the "County" or "Board"), 315 High Street, Hamilton, Ohio 45011.

In consideration of mutual covenants herein contained, both parties hereto agree to the following:

RECITALS:

WHEREAS, The Butler County Board of Commissioners desires to contract for professional services to perform duties to support the Butler County Finance Department;

WHEREAS, Jenni L. Logan has knowledge and experience desirable to fulfill these services;

NOW THEREFORE, in consideration of the agreements herein contained the parties hereby agree as follows:

1. Relationship Established: Consultant is not an employee of the County. Consultant does not have, nor assumes, any right, power, or authority to create any contract for obligation, whether expressed or implied, on behalf of, in the name of, or binding upon County. Consultant shall be solely responsible for complying with all applicable income reporting and withholding requirements of the Internal Revenue Code, State and Local income tax laws and regulations, Workers' Compensation laws, Social Security Tax (FICA), Self-Employment Tax and Unemployment Compensation laws. It is expressly agreed and understood that County shall not provide workers' compensation coverage or unemployment compensation coverage for Consultant and payment for Consultant's fees are not pensionable by or from the State of Ohio.
2. Scope of Consulting Services: Consultant shall report to the County Administrator and provide financial consulting services necessary in line with the essential functions of the Finance Director if one has not been hired by effective date of Agreement and in developing and implementing processes and systems for special projects as assigned by the County Administrator.
3. Scope Limitations of Consulting Services: Consultant shall perform duties on an agreed upon schedule, which shall not exceed eight (8) days a month. Number of days can be exceeded by mutual consent of both County and Consultant.
4. Fees and Estimated Expenses: For the services identified in Paragraph 2 of this agreement the consulting fee shall be in the form of an hourly rate of One Hundred Fifty Dollars (\$150.00) to be billed monthly.
5. Termination of this Agreement: This agreement will become effective at such time that it is signed and instituted by both parties and can be terminated at any time by either party upon a ten (10) day written notification to the other party. Any compensation earned up to the time of termination will be due subject to the limitations noted in Paragraph 3 above. This agreement can be terminated immediately upon notice of wrong doing such as but not

limited to fraud, misconduct and/or failure to comply or fulfill the terms of the agreement. If notice is given the following may be served via US mail service or email as noted:

If to Consultant

[Redacted]

If to County:

Judi Boyko, County Administrator
315 High Street
Hamilton, OH 45011
judi.boyko@bcOhio.us

6. Miscellaneous:

- This agreement shall be construed, enforced and interpreted in accordance with all applicable State of Ohio laws,
- No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.
- The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- This agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

7. Non-Appropriation

The County will have the ability to cancel this agreement, within 10 days prior written notice upon non-appropriation of funds not withstanding amounts owed to Consultant in Paragraph 4 at the time of a non-appropriation.

9. No Indemnification

The County is subject to the provisions of Chapter 2744 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto enter into and execute this agreement on the day and year first above written

Butler County Commissioners, Ohio

Judi Boyko September 9, 2022
Judi Boyko, County Administrator

Approved as to form only:
Michael T. Gmoser
Prosecuting Attorney
Butler County, Ohio
By: [Signature]
Assistant Prosecuting Attorney
SEP 08 2022
Date

Consultant

[Signature]
Jenni L. Logan

8/16/22
Date