From: Judi Boyko

To: Flora Butler; Stephanie Harris

CC: Judi Boyko

Date: 8/16/2022 7:51 AM

Subject: Re: Consulting contract

Attachments: Signed contract.pdf; IMAGE.png

Ladies,

There are steps I still need to take and the finance staff I need to inform so I would prefer to accomplish those courtesies before this is discussed among the office.

Can someone draft a resolution for the August 29th meeting?

I'll get approve as to form and the vendor compliance forms processed.



Judi Boyko County Administrator ICMA-Credentialed Manager 315 High Street, 6th Floor Hamilton, OH 45011 O: 513.887.3032 C: 513.284.8614 F: 513.887.3505 www.bcohio.us

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From: Jenni Logan

To: Judi Boyko <judi.boyko@bcohio.us>

Date: 8/15/2022 8:18 PM **Subject:** Re: Consulting contract

Good evening, Judi! I am attaching the completed signed documents. Please let me know if I missed anything.

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

This agreement is made and entered into this 16th day of August, 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. <u>Scope of Consulting Services:</u> 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. <u>Scope Limitations of Consulting Services</u>: 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. <u>Fees and Estimated Expenses:</u> 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. <u>Termination of this Agreement:</u> 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 C	<u>onsultant</u>	
	,	
	,	

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, County Administrator	Date
Consultant	
Jenni L. Logan	8/16/22 Date