

# Project Proposal

A Proposal To:

The City of  
Willoughby Hills

# CLEMANS-NELSON & ASSOCIATES, INC.

Date Submitted:  
May 31, 2019

Submitted By:  
Andrew Esposito  
Account Manager / Shareholder

McKenzie McElroy  
Senior Consultant

Prices quoted in this proposal shall be effective for sixty (60) days following the date of submission of this proposal.

Telephone:  
(614) 923-7700

Clemans, Nelson & Associates, Inc.  
485 Metro Place South, Suite 200  
Dublin, Ohio 43017

[www.clemansnelson.com](http://www.clemansnelson.com)

Fax:  
(614) 923-7707



May 31, 2019

Laura Pizmoht  
City Council  
[laurapizmoht@willoughbyhills-oh.gov](mailto:laurapizmoht@willoughbyhills-oh.gov)

### LETTER OF TRANSMITTAL

Dear Ms. Pizmoht:

I have enclosed a copy of the Proposal to revise/update the City's personnel policy manual. This is a firm offer for a sixty (60) day period.

Please feel free to contact our firm at 614-923-7700, or you may reach me via e-mail at [aesposito@clemansnelson.com](mailto:aesposito@clemansnelson.com) or my colleague, McKenzie McElroy at [mmcelroy@clemansnelson.com](mailto:mmcelroy@clemansnelson.com).

Thank you for allowing us to propose our services.

Yours very truly,

CLEMANS, NELSON & ASSOCIATES, INC.

/s/ Andrew Esposito  
Account Manager / Shareholder

Enclosure(s)

Clemans, Nelson & Associates, Inc.  
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Dublin, Ohio 43017

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## PERSONNEL POLICY & PROCEDURES MANUAL METHODOLOGY AND PROCESS

### STEP ONE — Review of Client Documents

- Consultant will review current organizational charts, personnel policies and procedures, work rules, memorandums, and other relevant documents. The client should provide the necessary documentation, and include any additional data the client thinks is important to the project. Both the client and the consultant can then ask questions and share observations at or before the initial client meeting.

### STEP TWO — Developing Draft of PPM

- Consultant will develop the first draft of the PPM based on the information obtained in the previous step, the Consultant's analysis of the current policies and procedures, and the Consultant's knowledge of the applicable laws and administrative regulations.
- It is suggested that the client assign one (1) or more individuals who are knowledgeable of the organization's operations and current practices to be available to answer the Consultant's questions during the development stage.

### STEP THREE — Review Draft and Finalize PPM

- Consultant will meet with the client to review the first draft of the PPM. The Consultant will address all questions presented by the client during the review of the PPM and discuss any additional changes the client desires to incorporate.
- Consultant will then make final adjustments to the PPM based on the client meeting, incorporate the changes suggested by the client, and prepare a final draft based on the client's input.
- Finalized PPM will be sent to the client; Consultant will make themselves available to meet with the client, if desired.



**COST OF PROPOSED PROJECTS**

**RETAINER CLIENT RATE**

Personnel Policy and Procedures Manual Not to Exceed	\$6,000.00
Mileage, Reasonable and Necessary Expenses Not to Exceed	\$500.00

**AUTHORIZATION**

I hereby authorize Clemans, Nelson & Associates, Inc. to proceed with the above project in accordance with the letter submitted and agree to pay all costs as contained herein.

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Date

MANAGEMENT CONSULTANT AGREEMENT

The City of Willoughby Hills, Ohio, 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 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 to cover brief telephone consultation as provided below, and to pay the Consultant at the applicable rates for professional services:

Consultant / Analyst.....	\$110.00 per hour
Senior Consultant.....	\$150.00 per hour
Manager.....	\$165.00 per hour
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 training or other special 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 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.

The Consultant shall not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, gender identity, age, military status, veteran status, pregnancy, or disability. Nor shall amounts paid under this Agreement exceed any applicable statutory limit. 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 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 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.

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) 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 \_\_\_\_\_, 2019 (date of execution).

CITY OF WILLOUGHBY HILLS

CLEMANS, NELSON &  
ASSOCIATES, INC.



\_\_\_\_\_  
Mayor Robert Weger

\_\_\_\_\_  
Brian D. Butcher, Vice President

APPROVED AS TO FORM

\_\_\_\_\_  
City Law Director

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