

## **CONFIDENTIAL LABOR RELATIONS CONSULTING AGREEMENT**

This Agreement ("Agreement") is entered into by and between \_\_\_\_\_ ("Company"), a \_\_\_\_\_ (insert State of incorporation) corporation, and Adams, Nash & Haskell, Inc. ("ANH"), collectively (the "Parties").

**WHEREAS**, Company desires to retain the services of ANH to provide advice and related consulting services in the area of employee/labor relations under the terms set forth in this Agreement; and

**WHEREAS**, ANH desires to provide such services to Company under the terms set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

**1. Work to Be Performed.** ANH agrees to provide advice and related consulting services to the Company in the area of employee relations. Such services shall include, but not be limited to, advising the Company with respect to employee relations matters. ANH's services will be coordinated by \_\_\_\_\_ (insert a person and title). Such services include, but are not limited to:

- Labor/Employee Relations Assessments;
- Maintaining effective, direct communications between employees and management;
- Maintaining pacific labor relations while remaining competitive;
- Remediation of challenges to direct and pacific employee relations;
- Advise and assist in union free initiatives and in dealing with union conflicts;
- Periodic training of management on labor relations;
- Advising the Company of current and anticipated labor relations issues and planning options;
- Coordinate with the Company's legal advisors as necessary.

**2. Term of Agreement.** This Agreement shall commence on June 30, 2016, and extend through January 31, 2021. Thereafter, the Parties may mutually agree to continue the Agreement, with the terms of any new agreement having to be mutually agreed by the Parties.

**3. Fees.** ANH shall submit a weekly itemized, written accounting to the Company for all services provided to Company during that week. Those fees and expenses are payable upon receipt.

**4. Reimbursement of Expenses.** Company shall not be liable to ANH for any expenses paid or incurred by ANH, except as provided in this Section 5 and as otherwise specifically agreed to in writing by Company. Company shall reimburse ANH for all expenses



advanced, disbursed, or incurred by ANH on Company's behalf in providing the services under the Agreement. Such expenses shall be reasonable and necessary expenses and shall be advanced, disbursed, and/or incurred for expenses incurred by independently contracted consultants. Such expenses may include, but are not limited to, fees for researching and obtaining copies of government documents; fees affixed by law or assessed by administrative or regulatory agencies; messenger; courier service; and other delivery fees; postage; long distance travel expenses, such as lodging, meals, parking, mileage as allowable under IRS rules, and taxi fare; photocopying; and legal data base research fees, such as West Law; provided, however, that Company shall not be liable for any administrative support personnel costs of any type.

**5. Taxes.** Company shall neither pay nor withhold federal, state, or local income tax, payroll tax, service tax, occupation tax, or employment taxes of any kind on behalf of ANH or any of its employees or agents. Nor shall any employees or agents of ANH be treated as an employee of the Company for services performed hereunder under federal, state, or local tax purposes or otherwise.

**6. Independent Contractor Status.** ANH understands and agrees that it, nor any it employees or agents, are employees of the Company nor shall they be construed to be such. ANH's status shall be that of an independent contractor for which ANH is solely responsible for its actions and inactions. ANH is not authorized to enter into contracts or agreements on behalf of Company or to otherwise create obligations of Company to third Parties except as specifically authorized by the Company.

**7. Confidential Matters and Proprietary Information.** Parties recognize that during the course of contract performance, it may acquire knowledge of confidential business information or trade secrets of the other Party (collectively, "Confidential Information"). Parties agree to keep all such Confidential Information in a secure place and not to publish, communicate, use, or disclose, directly or indirectly, for his own benefit or for the benefit of another (other than Parties), either during or after contract performance, any such Confidential Information. Upon termination of this Agreement, at the request of Company, ANH shall deliver all records, data, information, and other documents produced or acquired during the performance of this Agreement, and all copies thereof, to Company or, as requested by Company, to Company's labor counsel and/or labor consultant; such material shall remain the property of Company during and following the termination of this Agreement. ANH will notify the Company immediately upon receipt of any subpoena or other legal process requesting any such Confidential Information. This provision shall apply during the term of this Agreement and shall survive the termination of this Agreement.

**8. Conflicts of Interest.** ANH shall not act as an agent for, consultant to, or as an officer, employee, or other representative of any union, union representative, employee, employee organization, vendor, or supplier with respect to Company, or serve in any of the foregoing capacities with respect to any competitor or prospective competitor of Company, without giving thirty (30) days' prior written notification to Company. ANH hereby warrants that there is no conflict of interest between ANH's engagement, if any, by any Party or contracts with other Parties, if any, and the activities to be performed under the Agreement. ANH shall promptly advise Company if a conflict of interest arises in the future.



## **9. Reports.**

(a) ANH, when directed, shall provide written reports to Company with respect to the services rendered hereunder.

(b) ANH and Company will prepare reports as required by any regulatory agency e.g. U.S. Department of Labor. The Parties agree that this agreement is exempt from any reporting requirement for “indirect persuasion” under the Labor-Management Reporting and Disclosure Act (LMRDA).

**10. Liability and Indemnification.** ANH agrees to indemnify, hold harmless, and defend the Company for, from, and against any claims, demands, actions, settlements, judgments, costs, or damages, including reasonable attorneys’ fees and court costs, arising out of or related to this Agreement to the extent such claims, demands, actions, settlements, judgments, costs, or damages relate to the negligence or intentional misconduct of ANH, his agents, representatives, and employees. This provision shall apply during the term of this Agreement.

## **11. Miscellaneous.**

(a) Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements between the Parties. Neither Party has made any representations that are not contained in this Agreement.

(b) Amendment. This Agreement may be amended only in writing by an agreement of the Parties signed by ANH and \_\_\_\_\_ (insert name and title as in 1. above) and identified as an amendment to this Agreement.

(c) Severability. If any provision or part of any provision of this Agreement is deemed to be unenforceable by a court of competent jurisdiction, then the Parties agree that such provision shall be severed from the Agreement and the remainder of the Agreement shall remain in full force and effect. The Parties further agree that, to the extent a court of competent jurisdiction deems any provision of this Agreement unenforceable, such court shall have the power to modify the terms of the Agreement by adding, deleting, or changing in its discretion any language necessary to make such provision enforceable to the maximum extent permitted by law, and the Parties expressly agree to be bound by any such provision as reformed by the court.

(d) Waiver. No waiver of any provisions of this Agreement shall be effective unless the waiver is in writing and duly executed by ANH and an officer of Company.

(e) Successors. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns.



(f) Choice of Law and Venue. This Agreement shall be governed by the laws of the Commonwealth of Kentucky without regard to the application of the conflicts-of-law laws of any other jurisdiction and without the benefit of any rule of construction under which a contract is construed against the drafter. Venue for any action arising out of or related to this Agreement shall lie with the courts of competent jurisdiction located in Kenton County, Kentucky, and/or, if jurisdiction lies therein, the United States District Court for the Eastern District of Kentucky, and Company agrees to submit to the jurisdiction of such courts and waives any defense of lack of personal jurisdiction.

(g) References. The heading and caption references of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. References to the male gender shall include references to the female gender and vice versa, as applicable according to the context; references to the singular tense shall include references to the plural tense and vice versa, as applicable according to the context.

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original document and all of which, taken together, shall be deemed to constitute a single original document.

(i) Notices. Any notice or other communications under this Agreement shall be in writing, signed by the Party making the same, and shall be delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to ANH:                   Adams, Nash & Haskell, Inc.  
                                  7310 Turfway Road, Suite 550  
                                  Florence, KY 41042

If to Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: (name and address)

or to such other addresses as may hereafter be designated by either Party hereto in writing. All such notices shall be deemed given on the date personally delivered or, if mailed, three days after the date of mailing.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the 30th day of June, 2016.



**ADAMS, NASH & HASKELL, INC.**

By: 

Title: President

**(COMPANY)**

By: \_\_\_\_\_

Title: \_\_\_\_\_

This Agreement is proprietary, confidential, and/or legally privileged or protected. It is intended only for the use of the Parties. It may not be disclosed by the Parties except as required for tax or legal advice or as compelled by legal process. In the event a Party receives legal process compelling disclosure of this Agreement or related information, the Party shall immediately notify the other Party.

