

RESOLUTION NO. 069-2022

Agreement with Training Marbles to provide professional consultation

Cuyahoga County, Ohio

Be it Resolved by the Township Trustees of Olmsted Township, that

WHEREAS, Olmsted Township Board of Trustees has determined there is a need for professional consultation in regards to departmental personnel and policies.

WHEREAS, Training Marbles is a recognized and respected leader in the training industry with over twenty years of training and course development experience.

WHEREAS, Training Marbles will be able to provide training developers, assessment providers, management experience, and human resource consultations.

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of Olmsted Township, State of Ohio, that: The Board of Trustees is retaining the agreement with Training Marbles to provide consultation services and any other trainings or programs that may result and are deemed necessary for Olmsted Township. Said Agreement is marked as Exhibit A and attached hereto and made a part of here of as though fully rewritten herein.

BE IT FURTHER RESOLVED; that it is hereby found and determined that all formal actions of this Board of Township Trustees concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted the 13th day of July, 2022

Attest: Paris McRillito
Township Fiscal Officer

Jeffrey M. Kline
Robert J. Lefever
Tom J. Ryan
Township Trustees

7/13/2022

C/O Trustee Jeanene Kress
jkress@olmstedtownship.org
Olmsted Township
7900 Fitch Road
Olmsted Township, Ohio 44138

*Letter of Engagement
For HR Consulting Services*

Re: Training Marbles, Inc.

Dear Trustees,

Thank you for selecting Training Marbles, Inc. ("TMI") to provide your organization, **Olmsted Township**, the services described below. This letter will confirm our recent discussion regarding the scope our services to be provided ("Services") and the terms under which those Services will be provided, and will be referred to as our "Agreement". Your organization will be referred to as "you" or "your" in this Agreement.

1. Scope of Services and Fees. TMI agrees to provide you with the following Services under this Engagement:

| SERVICE ITEM | QUANTITY | UNIT PRICE |
|--|----------------|----------------------|
| 1) Onsite HR Generalist Services | 16-24 per week | \$75.00 per hour |
| 2) Sr. HR Business Partner, Strategic planning, consultation, and guidance | as needed | \$200.00 per hour |
| 3) Diversity/Harassment and Drug-Free Employee Training Services | as needed | \$695.00 per session |
| 4) Diversity/Harassment and Drug-Free Supervisor Training Services | as needed | \$795.00 per session |
| Total | | \$ |

Olmsted Township will grant the authority necessary to perform the HR functions including employee counseling, coaching, performance reviews, talent management, disputes, investigations and discipline employee recognitions, occupational health and safety and training and development as directed by the Board of Trustees utilizing HR Best practices and standards. All activities are under the direction of TMI leadership. The Human Resources team reports to the Board of Trustees. The following items

- Maintain compliance with federal, state, and local employment laws and regulations and recommended best practices.
- Direct and administer all BWC procedures, claims, requests with all providers.
- Direct scheduling of required training for all staff and leadership in compliance with current standards and best practices.
- Work with consulting healthcare administrator to facilitate issues as they arise; participate in healthcare discussions.

- Facilitate questions/concerns on OPERS.
- Attend and participate in employee disciplinary meetings termination and investigations.
- Implement employee counseling, discipline, and exit interviews including documentation and placement in personnel file.
- Works with legal counsel as necessary and appropriate.
- Communicates with staff quarterly via newsletter with items of importance; coordinate dissemination of healthcare and other currently provided information.
- Work with leadership to interview and assess qualified applicants for positions in each department.
- Work with leadership to clarify job descriptions and evaluation criteria in compliance with expectations and collective bargaining agreements.
- Work with leadership in each department to onboard all new hires, including background checks and drug testing.
- Update the Township Policy & Procedure manual to ensure compliance.
- Work with the Fiscal Office to review and update current employee forms to ensure they adhere to current standards and reflect data that is relevant to the Fiscal Office including employee data sheet, vacation, sick time, comp time, overtime, etc.
- Update and maintain all personnel files to ensure sure they are complete, compliant and in line with best practices.
- Implement an HRIS System to ensure employee data is updated to create relevant information, analysis to aid in retrieval information to improve processes and procedures.
- As necessary participate in staff meetings; attend meetings and seminars to maintain knowledge of trends, best practices regulatory changes and new technologies.
- Create and maintain the Township organization chart and the employee directory.
- Act as a sounding board for leadership in each department to understand concerns, address them, pass them on to TMI leadership and the Board of Trustees.
- Other related duties as agreed upon and assigned.

***You may expand the scope of our Service, provided we agree in writing in advance. Unless another agreement is reached, the terms of this Agreement will govern the provision of future, additional Services.

2. Invoicing and Payment. If our Services are for training or presentations, you will be invoiced upon completion of the first session. For other engagements, TMI will provide you an invoice monthly for our Services. You are responsible for payment to TMI of the full amount of the invoice within fifteen (15) calendar days from your receipt of the invoice.

3. Independent Contractor. TMI and its employees and consultants will at all times be considered independent contractors of you. Nothing in this Agreement shall create a partnership, agency, joint venture or employment relationship between you and TMI or any persons affiliated with either of us.

4. Disclaimer. TMI consultants are experienced and dedicated professionals, and may offer feedback, recommendations, guidance, advice, direction, forms, correspondence or examples. We also often provide training that qualifies for credit with certain professional organizations and licenses. However, neither TMI nor any person affiliated with TMI make any guarantees or warranties, expressed

or implied, of any nature that our Services will achieve any certain result, will meet certain licensing or professional standards or qualify for credit, or will prohibit any losses, injuries, occupational diseases, inspections, claims, citations, charges, fines, injunctions, or litigation.

5. TMI Intellectual Property. In the course of offering our Services to you, we may license or provide you access to TMI's intellectual property, including but not limited to training videos, recordings or other content. You agree that you will only access this information upon authorization from TMI and only for the purposes of allowing us to carry out the Services we have agreed to provide for you or on your behalf. You will not copy, reproduce, sell, distribute or disseminate our intellectual property except as required by the law or pursuant to a lawful subpoena. You agree that you will not share any confidential login credentials that are issued to you to access TMI's intellectual property.

6. Assignment and Substitution. Neither this Agreement nor the provision or receipt of Services may be assigned, in whole or in part, by either party without the prior, written, express consent of the other.

7. Termination. You may terminate our services upon thirty (30) calendar days' notice. Any notice under this Agreement will be deemed given when received by TMI at: Training Marbles, Inc., 7822 Quarry Cliff Ct., Reynoldsburg, OH 43068. In the event of termination, TMI must be paid for any Services rendered or scheduled as of the date the notice of termination is received.

8. Disputes. In the unlikely event that a dispute arises between us that we cannot resolve amongst ourselves, the parties hereby consent to the exclusive jurisdiction and venue of state and federal courts located in Franklin County, Ohio, waive any objection thereto, and agree that any dispute arising under this Agreement will be brought therein. The parties further agree that this Agreement will be interpreted under Ohio law, that both parties had the opportunity for review and input into this Agreement, that both parties had the opportunity to consult legal counsel of their choosing before signing this Agreement, and that neither party will be considered the drafter of the Agreement for purpose of interpreting its terms. The parties intend that this Agreement will be interpreted by a Court in such a way that it is deemed legal, valid and enforceable to the fullest extent possible. If any provision of this Agreement is held by a Court to be invalid, illegal or unenforceable, and such provision cannot be reformed, that provision will be deemed severable and will not affect the validity, legality or enforceability of any other provision and the Agreement.

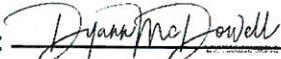
9. Entire Agreement. This Agreement represents the entire Agreement between TMI and the Client, and supersedes all prior negotiations, representations and agreements, oral or written, related to the subject matter of this Agreement. This Agreement may not be modified, except in writing signed by both parties.

10. Counterparts. This Agreement may be executed in one or more counterparts (including by means of electronic transmission), each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Agreed, effective the last date signed below:

FOR TRAINING MARBLES, INC.

By: Dyann McDowell

Signature: 

Title: President

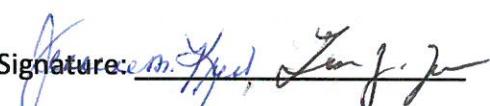
Date: July 13th, 2022

Approved As to Form:


Legal Counsel

FOR OLMSTED TOWNSHIP

By: Jeanene Kress

Signature: 

Title: Trustee and Board Chair

Date: 07/13/2022

Certificate of Availability of Funds

The undersigned fiscal officer of the above subdivision hereby certifies that the amount required to meet the obligations for this Agreement has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances. Ohio Rev. Code 5705.41

 7/13/2022
Fiscal Officer (date)