

RESOLUTION 166-2018

*Strategic Consulting Services agreement between
Olmsted Township and Roetzel Consulting Solutions*

Cuyahoga County, Ohio

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Olmsted Township, State of Ohio that: the Olmsted Township Board of Trustees hereby execute the attached strategic consulting service agreement with Roetzel Consulting Solutions. 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 meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted the 10th day of October, 2018

Attest: Brian W. Tuttle
Township Fiscal Officer

[Signature]
[Signature]
[Signature]
Township Trustees

STRATEGIC CONSULTING SERVICES AGREEMENT BETWEEN OLMSTED TOWNSHIP & ROETZEL CONSULTING SOLUTIONS

September 1, 2018

Roetzel Consulting Solutions ("Roetzel") and Olmsted Township agree to enter into this agreement for strategic consulting services beginning September 1, 2018 as follows:

1. SCOPE OF SERVICES

Roetzel will provide ongoing strategic advice, consultation and will draft communications with care, skill and diligence, in accordance with the highest professional industry standards. Please note that while Roetzel Consulting Services employees may be licensed attorneys, there is no legal advice provided under the terms of this contract, and no attorney-client privilege relationship established by the contract.

2. PAYMENT FOR SERVICES

In consideration for consulting services rendered, Roetzel will bill \$200 per hour, in six-minute increments, and will bill services at the end of each month. Roetzel will be reimbursed for customary and ordinary out-of-pocket expenses, if any, including mileage over 50 miles in furtherance of this contract, and whenever possible, will obtain approval from Olmsted Township before incurring such costs.

3. INDEPENDENT CONTRACTOR & NO PERSONAL LIABILITY

Roetzel is and will be, at all times, an independent contractor and not an agent, partner, joint venturer or employee of Olmsted Township and nothing contained herein shall be deemed as creating any employee/employer, partnership or joint venture relationship between either party. Roetzel does not have any authority to bind or commit Olmsted Township to any obligation or agreement, or act as the agent of Olmsted Township in any respect, except as expressly authorized in writing. No employee of Roetzel or Olmsted Township shall have personal liability for any actions under the terms of this contract.

4. ENFORCEABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance is invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

5. ENTIRE AGREEMENT

This Agreement contains all of the understandings and representations between the parties relating to the Services. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. No modifications of this Agreement or any of its terms shall be effective unless in writing signed by the duly authorized representatives of the parties.

6. TERMINATION OF AGREEMENT

This agreement shall begin September 1, 2018 and continue until terminated by either party by providing thirty [30] days prior written notice to the other party.

7. JURISDICTION

This Agreement is governed by the laws of the State of Ohio, without regard to its law governing conflict of laws. Any legal action, suit or proceeding relating to this Agreement must be in a federal or state court sitting in Cuyahoga County, Ohio, and each party irrevocably submits to the jurisdiction of either court.

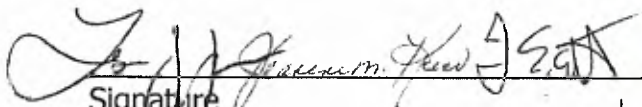
8. EXECUTION OF AGREEMENT

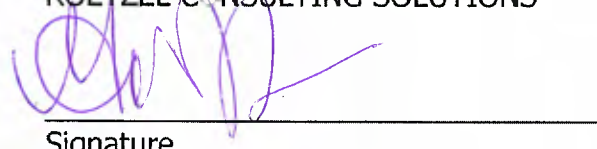
This Agreement may be executed by facsimile or pdf copies, and in counterparts, and a fully executed facsimile or pdf copy of this Agreement shall be deemed to be an original for all purposes.

By signing below, the parties have executed this agreement on the 1st day of September, 2018:

OLMSTED TOWNSHIP

ROETZEL CONSULTING SOLUTIONS


 Signature _____
 Name: Lisa Zwick
 Title: Trustee
 Date: 10/10/18


 Signature _____
 Name: Galen Schuerlein
 Title: Director
 Date: 10/10/18