

ORDINANCE NO. 02-81 AC CMS

AN ORDINANCE AMENDING THE CONTRACT WITH J.F. LENCEWICZ & ASSOCIATES OF CHAGRIN FALLS, OHIO, FOR THE FURNISHING OF CONSULTATION AND NEGOTIATION SERVICES RELATIVE TO COLLECTIVE BARGAINING PROCEDURES AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the contract with J.F. Lencewicz & Associates of Chagrin Falls, Ohio, for the furnishing of consultation and negotiation services relative to collective bargaining procedures, is hereby amended to provide additional compensation for additional services rendered upon the terms and conditions set forth in the proposed amendment attached hereto as Exhibit A and incorporated herein by reference, and in an amount not to exceed \$19,000.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of 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.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, to wit:

"to authorize payment for additional collective bargaining consultation at the earliest possible date", and shall take effect immediately upon passage.

PASSED: 1st Reading - August 19, 2002 (E)
2nd Reading -
3rd Reading -

ATTEST:


CLERK OF COUNCIL


CHAIR OF COUNCIL

POSTED: 8/20/02

EFFECTIVE DATE: 8/20/02

AGREEMENT (REVISED)

This Agreement, by and between the City of Oberlin, hereinafter called the "City" and J.F. Lencowicz & Associates, hereinafter called the "Consultant" hereby agree to the following terms and conditions.

In consideration of these premises and the mutual covenants hereinafter set forth, it is agreed as follows.

Section 1 - Scope of Services

The Consultant agrees to provide to the City consultation and negotiation services relative to collective bargaining procedures and employee relations. The hourly rate shall be \$90 per hour, for time as directed by the City Manager, not to exceed \$44,000 in total for the City of Oberlin for the fiscal year 2002. Reimbursement for City directed services, should these services exceed \$44,000 shall require additional approval by City Council.

Section 2 - Time of Performance

The Work, as provided in Section 1, shall commence on January 1, 2002 and continue through December 31, 2002 unless earlier terminated in accordance with the provisions of this Agreement.

Section 3 - Payment

The City agrees to pay the Consultant at the hourly rate of \$90.00 per hour for actual clock hours of professional service. Actual clock hours shall include those hours spent in requested on-site consultation and assistance, and those hours of in-office research and preparation necessary to support such consultation and assistance. Detailed invoices setting forth these charges shall be submitted as accrued on a monthly basis.

When and if the City authorizes the Consultant to employ others to perform services in accordance with the terms of this Agreement, that fee paid to the Consultant by the City for such services by others shall be the actual cost invoiced by others to the Consultant.

Section 4 - Agency

It is expressly understood and agreed that in performance of services under this Agreement, Consultant shall act as agent of the City. In the performance of the work, the employees of Consultant shall be under the direction and control of Consultant.

Section 5 - Termination of Performance

The City Manager with Council approval may terminate this Agreement during its term by written notice to Consultant specifying the termination date, which shall not be less than 30 days from the date such notice is given. In the event of such termination, Consultant shall be paid such amount as shall compensate him for the portion of the work satisfactorily performed prior to the termination date.

Section 6 - Personal Services of Consultant

It is the intent of this Agreement to secure the personal services of Consultant or a duly authorized and competent representative or representatives acceptable to the City Manager, in which case the hourly rate shall be negotiated, but in no event exceed \$90.00 per hour. Failure of Consultant for any reason to make the personal service of such person available to the City to the extent necessary to perform the services required skillfully and promptly shall be the grounds for termination of the Agreement.

Section 7 - Amendments

Amendments, modifications, or changes to this Agreement shall not be effective unless in writing and approved by the City Manager and City Council.

Section 8 - Notices

Except as otherwise provided herein, any notice, approval, acceptance, request, bill, demand or statement hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a U.S. mailbox in a postage-prepaid envelope, addressed to the other party. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change and the changed address.

Section 9 - Conflict of Interest

Consultant covenants that he has no interest, nor shall he acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of this Agreement. No persons having such interest shall be employed by him.

Section 10 - Non-Discrimination

Consultant agrees that in performance of this Agreement or any subcontract hereunder, neither Consultant nor any person acting on his behalf will refuse to employ or refuse to continue in any

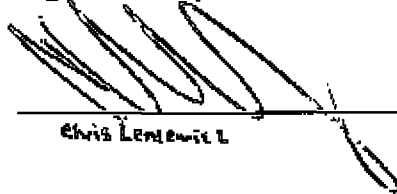
employment, any person on account of race, creed, color, national origin, gender, age, sexual orientation or handicap.

Section 11 - Effective and Binding

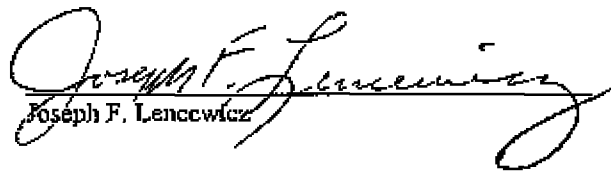
This Agreement shall not become effective or binding upon the City unless and until the Council shall have authorized the City Manager to execute the same.

IN WITNESS WHEREOF, the parties hereunto set forth their hand this 20th day of AUGUST, 2002

Signed in the presence of:


Chris Lenczewski

Consultant:


Joseph F. Lenczewski

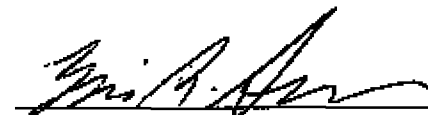

Sharon Pearson

City of Oberlin, Ohio


Robert DiSpirito, City Manager

Certificate of City Solicitor

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this 5th day of September, 2002.


Eric Severs, City Solicitor

City of *Oberlin*

85 South Main Street, Oberlin, Ohio 44074
(440) 775-1531

August 1, 2002

To: City Council
From: Robert DiSpirito, City Manager *R600*
Re: Lencewicz & Associates contract

We are recommending that Council amend the contract with Lencewicz & Associates for professional labor negotiations and labor relations services. It is anticipated that the budgeted contract of \$25,000 will run out at some point during the labor negotiations with the IBEW that are presently underway.

The reason for this added cost are the incredible amount of unanticipated, unavoidable (by the City) personnel-related issues that we experienced during the first half of 2002. This includes handling the administrative disciplinary end of the DUI arrests of Patrolman Roger Southworth and Code Administrator Marshall Whitehead, the pending arbitration with Patrolman Southworth (who is contesting his five-day suspension), three employees who failed drug tests, the Norm Yancey and Butch Emery EEO complaints which were investigated and dismissed, an employee termination, drafting a new City employee vehicle use policy, several formal contract grievances, a number of other employee discipline issues, the recent ULP complaints to SERB, interpretation of labor agreement provisions, etc.

All of this was quite time-consuming, including many discussions, participation in hearings, negotiations, and the production of much documentation such as written agreements, analysis, formal responses, internal memoranda, draft policies, etc. There has also been meetings with staff and much preparation work in anticipation of the negotiations this year with the IBEW, Police Patrol Officer and Police Sergeant bargaining units.

We are recommending that the existing contract be extended by \$19,000 in order to complete the year of contract negotiations, cover the Southworth arbitration, and deal with other unanticipated personnel-related matters. Funds are available to cover this cost. This amended contract will be presented for your consideration at your next regular Council meeting on August 19th. Joe Lencewicz will be present at that time to answer any questions that you may have.

cc: Sal Talarico, City Auditor

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