

ORDINANCE NO. 03-95 AC CMS

AN ORDINANCE AMENDING ORDINANCE NO. 03-52 AC CMS TO AUTHORIZE CONTRACT PAYMENTS FOR THE SERVICES AUTHORIZED BY SAID ORDINANCE AND ATTACHED CONTRACT TO BE MADE TO "JOSHUA KIM ASSOCIATES" 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 Ordinance No. 03-52 AC CMS which authorized certain consultant services relative to the establishment of a City of Oberlin Small/Disadvantaged business program and its attached contract are hereby amended to authorize the payee for any contract payments to be "Joshua Kim Associates", rather than a "partnership of Sylvester Murray and Alan C. Weinstein".

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, or to provide for the usual daily operation of a municipal department, to wit:

"to facilitate contract payments in order to avoid delays in the implementation of a Small/Disadvantaged business program for the City of Oberlin" and shall take effect immediately upon passage.

PASSED: 1st Reading – November 17, 2003 (E)
2nd Reading –
3rd Reading –

ATTEST


CLERK OF COUNCIL


CHAIR OF COUNCIL

POSTED: November 18, 2003

EFFECTIVE DATE: November 18, 2003

ALAN C. WEINSTEIN
PROFESSOR OF LAW & URBAN STUDIES
2988 CARLTON ROAD
SHAKER HEIGHTS, OH 44122
TELEPHONE/FAX
216 991-6498
E-MAIL: alan.weinstein@law.lsuohio.edu

Jean

*Rob
Eric
Carol*

February 11, 2004

Sal Talarico
Oberlin City Auditor
69 S. Main St.
Oberlin, OH 44074

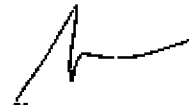
RE: Contract Amendment

Dear Sal:

I have enclosed the Contract Amendment authorizing payment to Joshua Kim Associates that I faxed to you today.

Please don't hesitate to contact me if you have any questions.

Sincerely yours,



Alan C. Weinstein

encl

**AMENDMENT TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH
THE PARTNERSHIP OF SYLVESTER MURRAY AND ALAN C. WEINSTEIN**

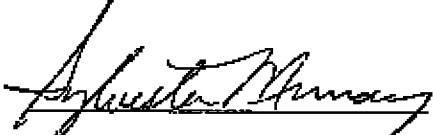
THE CITY OF OBERLIN and the PARTNERSHIP OF SYLVESTER MURRAY AND ALAN C. WEINSTEIN hereby agree to amend their contract signed by the parties on August 20, 2003 and September 3, 2003 by deleting the existing Section 5 of Part II, and replacing it with a new Section 5 of Part II, set out below, authorizing payment to "Joshua Kim Associates" for all Invoices submitted by the Partnership (The Contractor).

Section 5 Compensation; Method of Payment.

- A. Subject to the Contractor's satisfactory performance, Oberlin shall pay the Contractor no more than Sixty-six Thousand dollars (\$66,000) in accordance with Appendix B, which is attached hereto and incorporated in this section by reference.
- B. The Contractor shall regularly submit Invoices to the City Manager, payable to "Joshua Kim Associates," beginning a minimum of thirty (30) days from the effective date of this contract and continuing thereafter at minimum intervals of thirty (30) days, describing the work for which it seeks payment and documenting expenses and fees. If the City Manager determines that any documentation of fees and expenses is insufficient to allow for payment of the Invoice, the City Manager must notify the Contractor within ten (10) days of the receipt of the Invoice and set forth, with reasonable specificity, what documentation was insufficient and why.
- C. The hourly rate for services provided under this contract by Alan Weinstein or Sylvester Murray personally is One Hundred Fifty Dollars (\$150.00). The hourly rates for services provided under this contract by employees or associates of the Contractor are: Seventy-Five Dollars (\$75.00) for professional or managerial services and Thirty Dollars (\$30.00) for clerical or secretarial services.

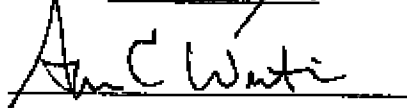
- D. Monthly Invoices shall include all normal business expenses associated with the performance of this contract. These expenses include, but are not limited to, the actual costs to the Contractor for: long-distance telephone and telefacsimile charges, postage, photocopying, printing, audio and/or video recordings, and the use of a personal automobile for travel between Oberlin, Ohio and the owner's place of business or residence to be billed at the then-current mileage rate allowed by the IRS for business use of a personal automobile plus any applicable toll charges.
- E. Oberlin shall furnish payment in full to the Contractor, by check made payable to "Joshua Kim Associates," in a timely manner for each Invoice submitted to the Administrator. For the purposes of this contract, "timely manner" shall mean within thirty (30) calendar days, unless a bona fide dispute arises between the parties regarding a specific Invoice or Invoices.
- F. The Contractor is not entitled to any compensation under this contract other than as expressly provided for in this section.

CONTRACTOR:



Name: Sylvester Murray

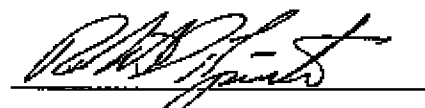
Date: 13 February 04



Name: Alan C. Weinstein

Date: February 13, 2004

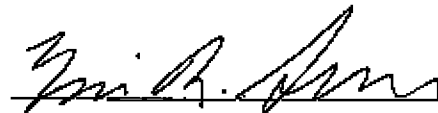
CITY OF OBERLIN



Robert DiSpirito, City Manager

Date: 2/17/04

APPROVED AS TO FORM:



Eric R. Severs, City Solicitor