

ORDINANCE NO. 06-52 AC CMS

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH J.F. LENCEWICZ AND 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 and Associates of Chagrin Falls, Ohio, for the furnishing of consultation and negotiation services relative to collective bargaining procedures for the City of Oberlin for the 2006 calendar year, as previously approved by Ordinance No. 05-94 AC CMS, is hereby amended to authorize additional payment for additional services, in an amount not to exceed \$28,000.

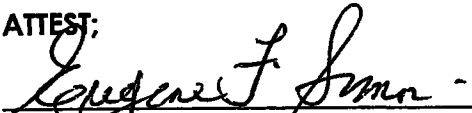
SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were 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, or to provide for the usual daily operation of a municipal department, to wit:

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

PASSED: 1st Reading – June 5, 2006 (E)
 2nd Reading –
 3rd Reading -

ATTEST:



CLERK OF COUNCIL



PRESIDENT OF COUNCIL

POSTED: June 6, 2006

EFFECTIVE DATE: June 6, 2006

AGREEMENT

This Agreement, by and between the City of Oberlin, hereinafter called the "City" and J.F. Lencewicz & 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 \$100 per hour, for time as directed by the City Manager, not to exceed \$69,000 in total for the City of Oberlin for the fiscal year 2006. Reimbursement for City directed services, should these services exceed \$69,000, shall require additional approval by City Council.

Section 2 - Time of Performance

The Work, as provided in Section 1, shall commence on January 1, 2006 and continue through December 31, 2006 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 \$100.00 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 agree 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 \$100.00 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

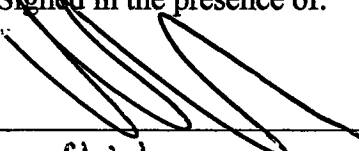
employment, any person on account of race, creed, color, national origin, gender, age, sexual orientation or handicap.

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.

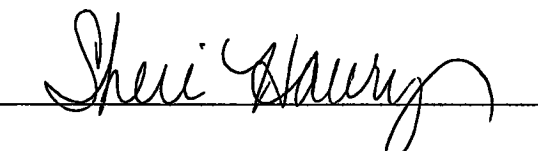
IN WITNESS WHEREOF, the parties hereunto set forth their hand this 13th day of June, 2006.

Signed in the presence of:


Chris Lenciewicz

Consultant:


Joseph F. Lenciewicz

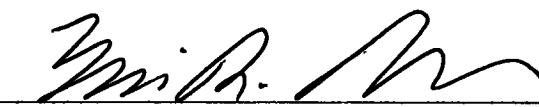

Sheri Shaurzy

City of Oberlin, Ohio


Robert DiSpirito, City Manager

Certificate of Law Director

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this 19th day of June, 2006.


Eric R. Severs, Oberlin Law Director

City of Oberlin

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

May 31, 2006

To: City Council & Appointees

From: Robert DiSpirito, City Manager *R&D*

Re: Ordinance No. 06-52, Amended Lencewicz & Assocs. Contract

Due to the unanticipated length and complexity of the City's negotiations this spring with the IBEW employee collective bargaining unit for a new labor contract, and due to the unanticipated need for the fact-finding procedure related to same, and due also to a number of unanticipated issues regarding employee terminations (Lewis Johnson and Rudy Reinhold) and the Family Medical Leave Act with two employees, it is necessary to *amend the existing contract* for professional collective bargaining and labor relations services with Lencewicz & Associates. As a result of Mr. Lencewicz's assistance, the City received a fact-finding report and recommendation that was extremely favorable to the City, and which was ultimately accepted by both parties. Also, with Mr. Lencewicz's help, the City was able to successfully defend itself against an unfair labor practice (ULP) charge, and to prevail in several related grievances that these former employees filed with their union (IBEW).

Please find attached a detailed accounting that I requested from Mr. Lencewicz of the proposed contract amendment. The needed increase for these unanticipated expenses is \$28,000. This amount would be covered as part of the proposed amendment to the Fiscal Year 2006 budget (Ordinance No. 06-53). I have also provided you with a copy of the *current* contract, and the proposed *revised* contract (which adds the adjustment to the original figure).

The scope of services for this existing contract has never included any dollars for extraordinary occurrences such as "fact-finding," and the amount of time expected for negotiations with any of the City's five (5) bargaining units can, of course, only be *estimated* in advance of those negotiations. As Council is aware, the talks this year with the IBEW were very uncharacteristically difficult and time-consuming. We continue to receive outstanding service and proven results by virtue of our contract with Lencewicz & Associates.

I would appreciate Council approving this ordinance as an Emergency measure in order for us to continue to utilize these professional services as needed. Mr. Lencewicz will be available (off the clock) at your meeting to help answer any questions that Council may have.

If you have any questions, please let me know.

"Ohio's Best College Town"

—OHIO Magazine

J. F. LENCEWICZ & ASSOCIATES

SUITE 303

45 EAST WASHINGTON STREET

CHAGRIN FALLS, OHIO 44022

(440) 247-3600

FAX (440) 247-3665

May 30, 2006

Robert DiSpirito, City Manager
City of Oberlin
85 South Main Street
Oberlin, Ohio 44074

RE: Consulting Fees Estimate for Balance of 2006

Dear Mr. DiSpirito,

As a follow-up to our previous discussions and your request relative to the captioned, I offer the following for your background and consideration.

Background

Issues creating the rapid drawdown of the initially approved consulting fees can be summarized as follows:

- Unanticipated negotiations sessions and related preparation for the months of November and December 2005 for all three (3) bargaining units (OPBA {patrol officers & sergeants} and IBEW) - carryover from 2005.
\$11,400.00
- Unanticipated extended IBEW negotiations and fact-finding preparation and hearing during the first 3 months of 2006.
\$8,500.00
- Research and documentation of response to SERB relative to an unanticipated Unfair Labor Practice (ULP) charge filed against the City by Lewis Johnson.
\$5,500.00
- Research, documentation and coordination of unanticipated FMLA issues with two (2) IBEW employees (Reinhold / Sikora).
\$1,500.00

Approximate Total to date: \$26,900.00

Mr. DiSpirito
May 30, 2006
page 2

Based on the foregoing, I would recommend that an additional \$28,000 be appropriated for the balance of 2006. This should address the unanticipated amounts above and ensure enough for labor relations counseling for the remainder of 2006.

If you have any questions and/or need additional information, please contact me.

Very truly yours,



Joseph F. Lencewicz

JFL/cl

cc: file

ORDINANCE NO. 05-94 AC CMS

AN ORDINANCE APPROVING A CONTRACT WITH J.F. LENCEWICZ AND 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 City Manager is hereby authorized and directed to enter into a contract with J.F. Lencewicz and Associates of Chagrin Falls, Ohio, for the furnishing of consultation and negotiation services relative to collective bargaining procedures for the 2006 calendar year, upon the terms and conditions set forth in the proposed contract attached hereto as Exhibit A and incorporated herein by reference, and in an amount not to exceed \$41,000.

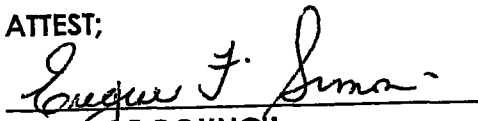
SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

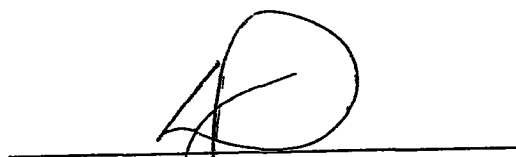
SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, to wit:

"to continue on-going negotiations for three collective bargaining agreements and to obtain services of a collective bargaining consultant at the earliest possible date", and shall take effect immediately upon passage.

PASSED: 1st Reading – December 5, 2005 (E)
2nd Reading –
3rd Reading -

ATTEST;


CLERK OF COUNCIL


PRESIDENT OF COUNCIL

POSTED: December 6, 2005

EFFECTIVE DATE: December 6, 2005

AGREEMENT

This Agreement, by and between the City of Oberlin, hereinafter called the "City" and J.F. Lencewicz & 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 \$100 per hour, for time as directed by the City Manager, not to exceed \$41,000 in total for the City of Oberlin for the fiscal year 2006. Reimbursement for City directed services, should these services exceed \$41,000, shall require additional approval by City Council.

Section 2 - Time of Performance

The Work, as provided in Section 1, shall commence on January 1, 2006 and continue through December 31, 2006 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 \$100.00 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 agree 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 \$100.00 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

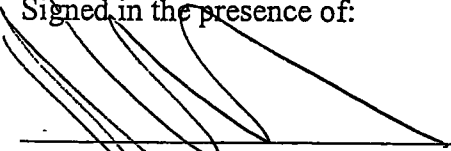
employment, any person on account of race, creed, color, national origin, gender, age, sexual orientation or handicap.

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 1st day of December, 2005.

Signed in the presence of:


Christopher A. Lenciewicz

Consultant:


Joseph F. Lenciewicz

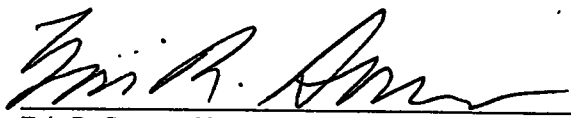

Shawn Pearson

City of Oberlin, Ohio


Robert DiSpirito, City Manager

Certificate of Law Director

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this 1st day of December, 2005.


Eric R. Severs, Oberlin Law Director

ORDINANCE NO. 04-78 AC CMS

AN ORDINANCE APPROVING A CONTRACT WITH J.F. LENCEWICZ AND 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 City Manager is hereby authorized and directed to enter into a contract with J.F. Lencewicz and Associates of Chagrin Falls, Ohio, for the furnishing of consultation and negotiation services relative to collective bargaining procedures for the 2005 calendar year, upon the terms and conditions set forth in the proposed contract attached hereto as Exhibit A and incorporated herein by reference, and in an amount not to exceed \$38,000.

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.

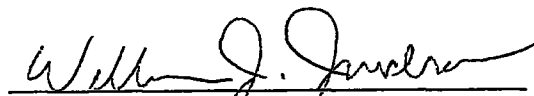
SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, to wit:

"to obtain services of a collective bargaining consultant at the earliest possible date", and shall take effect immediately upon passage.

PASSED: 1st Reading – December 6, 2004
2nd Reading – December 20, 2004 (E)
3rd Reading -

ATTEST;


CLERK OF COUNCIL


PRESIDENT OF COUNCIL

POSTED: 12/21/2004

EFFECTIVE DATE: 12/21/2004