

ORDINANCE NO. 07-75 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH RLK & ASSOCIATES, LTD OF AVON, OHIO TO PROVIDE PROFESSIONAL HUMAN RESOURCES CONSULTING SERVICES 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 RLK and Associates, Ltd of Avon, Ohio, for the furnishing of professional human resources services for the City of Oberlin for the period from October 1, 2007 to December 31, 2008 in accordance with the attached agreement, in an amount not to exceed \$67,500

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 consulting services rendered at the earliest possible date to ensure the efficient daily operation of municipal departments", and shall take effect immediately upon passage

PASSED 1st Reading – October 1st, 2007
 2nd Reading – October 15th, 2007
 3rd Reading – November 5th, 2007 (E)

ATTEST,



**Belinda B Anderson
CLERK OF COUNCIL**



**Daniel Gardner
PRESIDENT OF COUNCIL**

POSTED 11/06/2007

EFFECTIVE DATE 11/06/2007

AGREEMENT

This Agreement, by and between the City of Oberlin, hereinafter called the “City” and RLK AND ASSOCIATES, LTD , 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 professional human resources consulting services as directed by the City Manager, and as may be necessary, by other City Council Appointees City Council may also utilize the services of the Consultant relative to the process used in evaluating Council appointees, however, in no way will the Consultant take part in evaluating Council appointees

Professional human resources consulting services may include, but are not limited to, the following

- General Inquiries from Directors 30-40%
- Various other projects (which often dovetail with requests from Directors) such as
- Safety Training assisting Directors in identifying safety training requirements for employees, identifying training resources, coordinating training sessions and developing training recordkeeping systems
- BWC Drug Free Workplace and Safety Grant Discount Programs - coordinating applications, coordinating required training for employees and supervisors, establishing recordkeeping procedures, preparing annual reports of program compliance
- Performance Management and Development - Develop unified, comprehensive performance management system for non-bargaining unit personnel, develop and present training program for managers on performance appraisal and management
- Selection Procedures - Assisting managers with reviewing and developing selection procedures to ensure validity and reliability of tests/interviews/etc , reviewing applications, identifying viable candidates and assisting in interviews, etc

- Training - Continue to evaluate need for supervisory and employee training in areas such as diversity awareness and basic management skills such as interviewing and public records awareness, develop - or implement - a comprehensive training record keeping system to monitor all training, certifications, licenses, etc to ensure qualifications of the workforce and efficiency of training methods
- Compensation - As job descriptions are rewritten, ensure accurate FLSA status of positions, assist Directors in reviewing and revising as needed the structure of work and jobs in their purview

Section 2 - Time of Performance

The Work, as provided in Section 1, shall commence on October 1, 2007 and continue through December 31, 2008 unless earlier terminated in accordance with the provisions of this Agreement

Section 3 - Payment

For professional services, the City agrees to pay the Consultant a flat monthly payment / retainer in the amount of \$4,500 per month, not to exceed \$67,500 for the term of the contract and not to exceed 90 hours a month. If Consultant and the City agree to exceed the 90 hours maximum, Consultant will be paid \$50.00 an hour.

When and if the City authorizes the Consultant to employ others to perform services in addition to the services contemplated by 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. The Consultant may terminate this Agreement during its term by written notice to the City 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 Consultant for the portion of the work 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, specifically Rebecca Kopcienski. If Rebecca Kopcienski chooses to authorize someone other than herself as a competent representative or representatives the individual(s) must be acceptable to the City Manager. 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 grounds for termination of the Agreement.

Section 7 - Amendments

Amendments, modifications, or changes to this Agreement shall not be effective unless agreed to in writing and approved by the Consultant, 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 it has no interest, nor shall it 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 Consultant.

Section 10 - Non-Discrimination

Consultant agrees that in performance of this Agreement or any subcontract hereunder, neither Consultant nor any person acting on its 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 same

IN WITNESS WHEREOF, the parties hereunto set forth their hand, this 13th day of ~~September~~, 2007
November

Signed in the presence of

Consultant

Shau Haung

Rebecca Kopcienski
By RLK & Associates, LTD
Rebecca Kopcienski, President

City of Oberlin, Ohio

Shau Haung

Eric Norenberg
By Eric Norenberg, City Manager

Certificate of Law Director

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this 8th day of November, 2007

Eric R. Severs
Eric R. Severs, Oberlin Law Director