

ORDINANCE NO. 19 - 87

By: John H. Gienberg

An Ordinance to authorize the Mayor and the Auditor to execute a contract with Clemans, Nelson & Associates, Inc., and to declare an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That the Mayor and the Auditor are hereby authorized to execute a contract with Clemons, Nelson & Associates, Inc., in form and substance acceptable to the City Solicitor, to be effective as of January 1, 1987, providing for management consulting services with respect to employee relations and personnel matters.

Section 2. That the amount of \$15,000.00 has been appropriated and set aside from the unencumbered General Fund to Account Number 01-130-119, in Ordinance No. 3-87, to be used to provide management consulting services pursuant to said contract, and that the contract shall not exceed this amount.

Section 3. That this Ordinance is an emergency measure necessary for the immediate preservation of the public peace, health and safety; said emergency being the lapse of the 1986 agreement and the need for continuity of service in 1987; and, therefore, such Ordinance shall go into effect upon its passage and its approval by the Mayor.

Passed: April 14, 1987

J. Joehant
President of Council

ATTEST: J. W. [Signature]

APPROVED: April 14, 1987

David H. Madison
Mayor

March 10, 1987 - 1st reading
March 24, 1987 - 2nd reading
April 14, 1987 - 3rd reading
Adopted

MANAGEMENT CONSULTANT AGREEMENT

THIS AGREEMENT, by and between the City of Bexley, hereinafter called the "City" and Clemans, Nelson & Associates, Inc., an Ohio corporation having its principal place of business in Columbus, Ohio, hereinafter called the "Consultant" shall hereby agree to the following terms and conditions for the calendar year 1987.

The Consultant, in consideration of the covenants and promises set forth hereinafter, certifies, covenants and agrees to perform in the following manner, to wit:

Provide to the City on a priority basis, such employee relations and personnel services as might be requested throughout the duration of this Agreement.

IN CONSIDERATION of the foregoing covenants and promises, the City agrees to pay the Consultant a retainer of ONE HUNDRED SEVENTY-FIVE DOLLARS (\$175.00) per month for a period of one (1) year from the effective date of this contract, and to pay the Consultant at the applicable hourly rate:

Manager.....	\$75.00 per hour
Senior Consultant.....	\$65.00 per hour
Consultant.....	\$55.00 per hour

for actual clock hours of professional service. If it is necessary to use a partner, officer or manager/specialist, higher rates will apply. Actual clock hours shall include


only those hours spent in requested on-site consultation and assistance, and only those hours of in-office reasearch and preparation necessary to support such consultation and assistance. The Consultant shall limit the work under this contract to an amount specified by authorized purchase orders issued by the City. No professional service hours shall be charged for travel time or for telephone consultations requiring no in-office or on-site follow-up.

The City further agrees to pay the Consultant TWENTY CENTS (20¢) per mile for round trip business mileage from the Consultant's office in either Columbus or Canton, whichever is applicable, necessary meal expenses, ~~and~~ overnight lodging expenses if required, and other ~~expenses~~ and necessary business expenses.

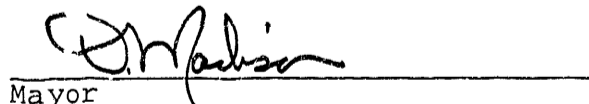
Invoices setting forth these charges shall be submitted as accrued on a monthly basis, payable upon receipt.

IN WITNESS WHEREOF, the parties hereunto set forth their hand this 20th day of April, 1987.

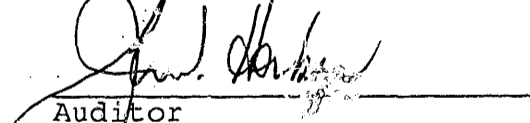
CLEMONS, NELSON & ASSOCIATES, INC.


Executive Vice-President

CITY OF BEXLEY


Mayor

CITY OF BEXLEY


Auditor

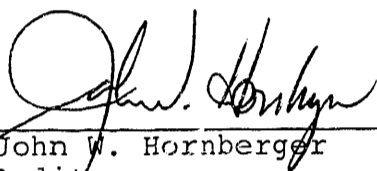
Approved as to form:


City Solicitor

April 14, 1987
Date

CERTIFICATE OF AVAILABILITY OF FUNDS

It is hereby certified that the amount of \$15,000.00 required to meet the obligations of this contract in the fiscal year in which the contract has been made has been lawfully appropriated for the purposes of the contract and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances, obligations or certificates now outstanding.



John W. Hornberger
Auditor

April 14, 1987
Date