

**2007  
CONTRACT AGREEMENT  
BETWEEN  
THE CITY OF COLUMBUS, OHIO  
AND  
THE COLUMBUS AREA  
LABOR MANAGEMENT COMMITTEE**

**COLUMBUS CITY COUNCIL**

President  
Michael C. Mental

Kevin L. Boyce  
Hearcel F. Craig  
Andrew J. Ginther  
Maryellen O'Shaughnessey  
Charleta B. Tavares  
Priscilla Tyson

**MAYOR**  
Michael B. Coleman

**CITY CLERK**

Andrea Blevins

## **CONTRACT**

**THIS AGREEMENT** made by and between the City of Columbus, a municipal corporation, hereinafter referred to as the "**CITY**", and the Columbus Area Labor-Management Committee, 3620 North High Street, Suite 202, Columbus, Ohio 43214, hereinafter referred to as the "**CONTRACTOR**".

**WHEREAS**, the Columbus-Area Labor-Management Committee (CALMC) is a non-profit 501(c)(3) organization **composed of a Board of Trustees of twelve** leaders of organized labor and management in the Columbus area; and

**WHEREAS**, The CALMC's mission is to promote understanding and cooperation between Central Ohio employers and unions by facilitating projects of mutual importance; and

**WHEREAS**, \$15,000.00 has been authorized for the purpose of entering into a contract with the Columbus Area Labor-Management Committee to enhance the skills of Columbus area workers and management, to rid the workplace of illiteracy, and to enhance the quality of negotiation and communication methods between employers and labor; now,

**THEREFORE**, the parties hereto in consideration of the mutual covenants contained herein agree as follows:

### **A. SCOPE OF SERVICES.**

The **CONTRACTOR** will accomplish or provide the following:

1. Use its best efforts to promote cooperation between Columbus businesses and unions in order to enhance the City's labor-management climate.
2. Provide ongoing training and consultation services to Columbus businesses and unions seeking to start and/or maintain formal cooperative relationships, and actively market these services within these communities.
3. Consult with City officials and others on an "as needed" basis on the subject of plant closings, dislocated workers and economic development matters.
4. Provide at least four neutral forums for unions and businesses to discuss and problem-solve in areas of mutual concern.
5. Deliver three half-day programs (with training materials and exercises) for Columbus area unions and businesses on employee involvement in workplace safety, quality through cooperation, and creating a cooperative environment in the workplace.

6. Deliver other training programs or seminars as requested by businesses, agencies, and unions, including grievance mediation and interest-based problem solving techniques to address the underlying causes of employee grievances, "win-win" bargaining, or other topics related to union-management cooperation or creation of high-performance workplaces.

7. Assist on an "as needed" basis the City of Columbus and its employee unions in the establishment of a dialogue on the issues surrounding quality city services in a more cost-efficient manner. Additionally, CALMC may, on an "as needed" basis, assist the City in the delivery of continuous improvement process training utilizing the curriculum developed by the City.

8. Continue the use of its organizational assessment process that can be used by unions, public and private sector management organizations to assess the quality of the union-management relationship, the need for particular types of cooperative training, the likelihood of success of employee involvement programs, Total Quality programs and the like.

9. Continue the use of an effective brochure and other materials to promote CALMC and labor-management cooperation.

10. Continue the CALMC Development Project, a strategic planning process aimed at building a healthier, more stable and more responsive Columbus Area Labor-Management Committee.

11. Continue to promote workplace basic skills programs, which aid in the development and competitiveness of Columbus' human resources.

12. Assure that regularly scheduled meetings of the Board of Trustees will be open to the public and printed minutes of those meetings will be available for public review.

**13. Provide various trainings for City of Columbus employees coordinated through the Human Resources Citywide Office of Training and Development. Such trainings shall include but not be limited to:**

**(1) Four (4) six hour sessions on building effective teams and;**

**(2) Citywide training on Safety and Violence in the Workplace, content of which will be customized to address specific City concerns.**

14. At the conclusion of the contract the **CONTRACTOR** shall submit to City Council and Mayor a **WRITTEN REPORT** outlining the progress made in the activities identified in this **SECTION** so as to provide a substantive basis for program evaluation including a summary outlining the precise manner in which all funds were applied.

**B. TERM OF AGREEMENT.** The services of the **CONTRACTOR** are to commence immediately upon the execution of this **AGREEMENT** and will be completed on or before December 31, 2007.

**C. COMPENSATION.** The maximum monetary obligation of the **CITY** to the **CONTRACTOR** for performance of services and eligible costs described in **SECTION A: Scope of Services** of this Agreement shall not exceed \$15,000.00. Any additional funds must be authorized pursuant to ordinance of Columbus City Council and appropriate modification of this provision.

Payment shall be made to the **CONTRACTOR** only upon receipt of a request for payment detailing costs to be incurred in conjunction with activities identified in **SECTION A: SCOPE OF SERVICES**.

**D. REFERENCE TO CONTRACTOR.** The **CONTRACTOR** as referred to in this Agreement, means the named party known by its present name and legal status or by a different legal status by virtue of a change of said name and status, but does not include any successor agency, assignee or special representative, unless consent is expressly given in writing by the **CITY** to an assignment or transfer to or an assumption by a successor, assignee or special representative of any obligations and benefits of said **CITY** of this Agreement.

**E. REPRESENTATIVE OF CITY.** It is understood, stipulated and agreed that the Director of Human Resources of the **CITY** or his designee shall be the agent for the **CITY** in connection with any and all matters relating to this Agreement, including, but not limited to, notices given or received and approval or consent required.

**F. TERMINATION.** This **AGREEMENT** may be terminated at any time and for any reason on behalf of the **CITY** upon written notice to the **CONTRACTOR**. The **CONTRACTOR** may terminate this **AGREEMENT** by giving written notice to the **CITY** at least thirty (30) days prior to the date of such termination. In either event all finished or unfinished documents, data, studies, and reports prepared by the **CONTRACTOR** under this Agreement shall, at the option of the **CITY** become its property and the **CONTRACTOR** shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Under no circumstances shall this reimbursement for services and out-of-pocket expenses exceed the maximum compensation as provided by **SECTION B**.

**G. INCOME TAX.** The **CONTRACTOR** hereby agrees to withhold all City income taxes due and payable under the provisions of Chapter 361, Columbus City Codes, 1959, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income taxes due under said Chapter for services performed under this **AGREEMENT**.

**H. AFFIRMATIVE ACTION.** The **CONTRACTOR** hereby further agrees to comply with the

provisions of Title 39 of Columbus City Codes, 1959 with regard to Affirmative Action.

**I. Prohibition Against Political Activity.** The **CONTRACTOR** shall not use any funds provided by this Agreement for publicity or propaganda purposely designed to support or defeat legislation pending before any legislative body, or to support or defeat candidates for public office or to support any elected officeholder.

**J. Prohibition against Payments to Trustees or Officers of the CONTRACTOR or Public Officials.** None of the funds receivable by the **CONTRACTOR** pursuant to this Agreement shall inure to the benefit of, or be distributable to, (a) its trustees or officers, or (b) any official or employee of the **CITY**, except that the **CONTRACTOR** shall be empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the obligations of the **CONTRACTOR** pursuant to this Agreement.

**K: EQUAL OPPORTUNITY**

1. The **CONTRACTOR** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The **CONTRACTOR** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or termination, rates of pay or other forms of compensation, and selection for training. The **CONTRACTOR** agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this equal opportunity clause.

2. It is the policy of the City of Columbus that small and emerging businesses shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the **CITY**.

3. The **CONTRACTOR** shall permit access to any relevant and pertinent reports and documents for the sole purpose of verifying compliance with this Article, and with the regulations promulgated by the Executive Director of the Equal Business Opportunity Office. All such materials provided to the Administrator by the **CONTRACTOR** shall be considered confidential.

4. The **CONTRACTOR** will not obstruct or hinder the Executive Director or his/her deputies and assistants in the fulfillment of the duties and responsibilities imposed by the Equal Business Opportunity Code.

5. The **CONTRACTOR** and each subcontractor will include a summary of this equal opportunity clause in every subcontract. The **CONTRACTOR** will take such action with respect to any subcontract as is necessary as a means of enforcing the provisions of the equal opportunity business code.

6. The **CONTRACTOR** agrees to refrain from subcontracting any part of this contract or contract modification thereto to a Contractor not holding a valid certification number as provided for in Article I, Title 39, Columbus City Codes, 1959.
7. Failure or refusal of the **CONTRACTOR** or subcontractor to comply with the provisions of Article I, Title 39, Columbus City Codes, 1959, may result in cancellation of this contract or any other action prescribed in Columbus City Code, 1959.

**IN WITNESS WHEREOF**, the parties have ascribed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**COLUMBUS AREA LABOR-MANAGEMENT COMMITTEE**

by: \_\_\_\_\_  
Dr. James Cowles, Executive Director

Contract Compliance & Federal I.D. No.: 31-1173478

**CITY OF COLUMBUS**

by: \_\_\_\_\_  
Chester C. Christie, Human Resources Director

**APPROVED AS TO FORM AND CORRECTNESS:**

\_\_\_\_\_  
Richard C. Pfeiffer, Jr., City Attorney