

03-24-10P01:29 CFMD

AGREEMENT

This Agreement made and concluded at Oberlin, Ohio, this 22nd day of March, 2010 by and between the City of Oberlin, Ohio, a Municipal Corporation, (hereinafter referred to as "City"), and Neighborhood House Association of Lorain County, Inc., an Ohio Non-Profit Corporation, (hereinafter referred to as "N.H.A.").

WITNESSETH:

WHEREAS, the CITY has deemed it in the best interest of the residents of the City of Oberlin to provide monies to aid senior citizens activities within the CITY; and,

WHEREAS, N.H.A. is a non-profit corporation operating within the CITY through Oberlin Seniors of Neighborhood House Association and providing said services to the residents of the City of Oberlin; and,

WHEREAS, N.H.A. is in need of operating funds to provide said services to the residents of the City of Oberlin and said services are in the best interest of the residents of the City of Oberlin and constitute a public purpose.

WHEREAS, the City Council has, through Ordinance No. 09-92 AC CMS deemed it necessary to appropriate the sum of FORTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$42,500.00), for senior activities for the residents of the CITY.

WHEREAS, the Council of the CITY has by Ordinance No. 10-19 AC CMS, deemed it necessary to authorize the City Manager to enter into an agreement with N.H.A. whereby N.H.A. will operate a program for the senior residents of Oberlin.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, it is agreed by and between the parties hereto as follows:

SECTION 1. That for the Fiscal Year 2010, N.H.A. through Oberlin Seniors of Neighborhood House Association, will operate a senior citizens program for the residents of the City of Oberlin.

SECTION 2. That the CITY, in consideration for said services, will provide financial assistance for the operation of said senior citizens program through N.H.A., for the Fiscal Year 2010, in an amount of FORTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$42,500.00), to be paid in two annual installments.

SECTION 3. Upon request, N.H.A. will provide the CITY with periodic reports, and will allow the CITY to review its financial records, in order to assure the CITY that the services contemplated are, in fact, being satisfactorily and efficiently provided.

SECTION 4. That the CITY shall have the right to appoint a non-voting member to the Advisory Board of Oberlin Seniors of Neighborhood House Association. Said non-voting member shall be appointed by Oberlin City Council and shall serve a term of two (2) years.

SECTION 5. That nothing contained herein shall constitute an employee- agent relationship between the CITY and N.H.A. or Oberlin Seniors of Neighborhood House Association, and further, N.H.A. shall hold the CITY harmless and indemnify the CITY from any and all claims, causes of action, or damages that may be asserted against the CITY arising out of or related in any way to any activities of N.H.A. or Oberlin Seniors of Neighborhood House Association and/or the funds contributed by the


CITY in support of N.H.A.. N.H.A. shall carry public liability insurance in an amount and form as approved by the CITY.

IN WITNESS WHEREOF, the parties have hereunto set their hands to duplicates hereof the day and year first above mentioned.

IN THE PRESENCE OF:



Witness

THE CITY OF OBERLIN


City Manager

NEIGHBORHOOD HOUSE
ASSOCIATION
OF LORAIN COUNTY, INC.


Witness


Director

Approved as to form: 
Law Director