

CITY OF OBERLIN, OHIO

ORDINANCE No. 19-78 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PROVIDING OBERLIN WITH EFFICIENCY RESPONSIBLY, INC., AUTHORIZING THE EXPENDITURE OF FUNDS FROM THE SUSTAINABLE RESERVE FUND AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, and State of Ohio:

SECTION 1. That the City Manager is hereby authorized and directed to enter into an agreement with Providing Oberlin With Efficiency Responsibly, Inc. in substantially the form attached hereto as Attachment A, the same being fully incorporated herein, and authorizing expenditures from the Sustainable Reserve Fund as set forth therein to be utilized in accordance with the terms of the Agreement.

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 immediate 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 implement and provide funding for the implementation of the strategies set forth in the City of Oberlin Climate Action Plan without delay so as to coincide with the onset of inclement weather conditions*, and shall take effect immediately upon passage; and provided that it is elevated to emergency status by the affirmative vote of at least five members of Council and receives the affirmative vote of at least five members of Council upon final passage, it shall go into full force and effect from and immediately after its passage; otherwise, it shall take effect at the earliest period allowed by law.

PASSED: 1st Reading: December 16, 2019 (E)

2nd Reading: _____

3rd Reading: _____

ATTEST:



BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL



BRYAN BURGESS
PRESIDENT OF COUNCIL

POSTED: 12/17/2019

EFFECTIVE DATE: 12/16/2019

Sustainable Reserve Fund Participant Agreement

This Agreement, ("Agreement") is made and entered into this 18 day of Dec, 2019 by and between the City of Oberlin, Ohio, an Ohio Chartered Municipal Corporation, hereinafter referred to as "City" and Providing Oberlin With Efficiency Responsibly, Inc., hereinafter referred to as "Participant" with an address of 285 South Professor Street, Oberlin, OH 44074.

WITNESSTH:

WHEREAS, the City has created a Sustainable Reserve Fund, its purpose being to provide funding for the implementation of strategies that are consistent with the City of Oberlin's Climate Action Plan, including programs and/or projects that demonstrate energy-efficiency, energy conservation, greenhouse gas emission reductions, and/or development of renewable generation resources; and,

WHEREAS, Oberlin City Council has established guidelines for funding requests from the City's Sustainable Reserve Fund, for contractual services in furtherance of the purposes for which the Fund was established; and,

WHEREAS, Oberlin City Council has appropriated funds for the Sustainable Reserve Fund; and,

WHEREAS, Participant is an Ohio Corporation, not-for-profit having 501(C) (3) status under the Internal Revenue Code; and,

WHEREAS, Participant has requested funding in the amount of Eighty Four Thousand, One Hundred and Eighty Four dollars, (\$84,184) for the purpose of providing the services outlined as Year 1 on "Exhibit A" attached hereto and incorporated by reference, ("Services") for the benefit of Oberlin residents by contract with the City, ("Contract"); and,

WHEREAS, the City has determined that the Services for which the funds are requested by Participant are consistent with the purpose for which the Sustainable Reserve Fund was established.

NOW, THEREFORE, in consideration of the forgoing representations and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the City and Participant agree as follows:

- (1). The City agrees to provide funding to Participant in the amount of \$84,184 from the Sustainable Reserve Fund for year 1 of the applicant's proposal to be utilized pursuant to the provisions of this Contract. Funding for years 2-5, as set forth on Exhibit A are not approved through this Agreement. Any subsequent funding would be contingent on the results of year 1 and Council approval.
- (2). Said funds shall be utilized by Participant to provide the Services set forth on "Exhibit A" for year 1.
- (3). If Participant determines that it requires additional funding to mitigate conditions existing at low income households (any households at or below 200% of the federal poverty

guidelines) that are the subject of the Services that represent a threat to health or safety or is an impediment to the provision of the Services, Participant may submit a request to the City Manager for such funding who may authorize additional incremental funding, not to exceed \$25,000 for the remaining term of year 1 of this Agreement.

(4). Participant shall only utilize said funds for the purposes set forth in this Agreement. Any other use shall be first approved by the City Manager, Sustainability Coordinator and by City Council to assure that said use is consistent with the Sustainable Reserve Fund Guidelines set forth on "Exhibit B."

(5). Participant shall provide the City Manager and/or Sustainability Coordinator with such receipts, documentation, reports, or other evidence that the City may request in order to ensure that Participant is duly incorporated and in good standing under the laws of State of Ohio, has been granted 501(C)(3) Status under the Internal Revenue Code and has expended the funds in accordance with the terms of this Agreement. In the event the City determines that any of the funds have been used for any purpose other than those authorized under this contract, Participant shall promptly remit said amount to the City. Any funds not used by the end of year 1 term shall be returned to the City, or applied to a subsequent year funding, subject to necessary approvals.

(6). This is a contract for services only. No business association, partnership or joint venture between the City and Participant shall arise by the execution and performance of this contract. Participant agrees to hold the City, its agents and employees, harmless from, and indemnify and defend the City, its agents and employees, from any and all claims, causes of action, damages, or other losses that may arise out of the performance of this contract. Prior to execution of this contract, Participant shall provide the Sustainability Coordinator with a certificate of insurance in a form and with a carrier acceptable to the City evidencing a minimum of \$2 million in liability coverage and listing the City of Oberlin as an additional insured. Participant shall maintain such coverage throughout the term of this Contract.

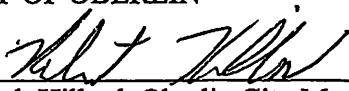
(7). This Agreement shall be in full force and effect upon the last execution thereof, In the event Participant fails to complete the Services in accordance with the Contract or otherwise fails to fulfill its obligations under this Agreement, all remaining funds that have been provided pursuant to this Agreement shall be returned to the City. The City may but shall not be required to cause the completion of said Services and may recover from Participant the amounts expended for such work that exceed of the amount authorized by this Agreement.

(8) The term of the Agreement shall be 1/1/20 through 12/31/20

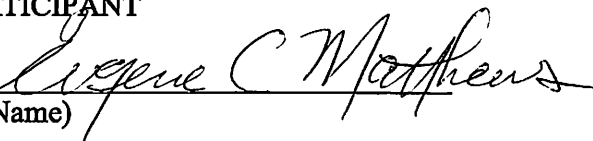
(9). This Agreement, may not be assigned by Participant.

This Agreement is executed at Oberlin, Ohio as of the dates set forth below.

CITY OF OBERLIN

By: 
Rob Hillard, Oberlin City Manager

PARTICIPANT

By: 
(Name)

Its: BOARD Chair

Approved as to form:

A handwritten signature in black ink, appearing to be 'JDC', written over a horizontal line.

Jon D. Clark, Oberlin Law Director