

CITY OF OBERLIN, OHIO

ORDINANCE No. 20-35 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A PARTICIPATION AGREEMENT WITH THE OBERLIN COMMUNITY SERVICES COUNCIL AND AUTHORIZING THE EXPENDITURE OF FUNDS FROM THE SUSTAINABLE RESERVE FUND

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 the Oberlin Community Services Council in substantially the form attached hereto as Attachment A, the same being incorporated herein, and authorizing the expenditure of Seventy-Nine Thousand Two Hundred Dollars (\$79,200) from the Sustainable Reserve Fund to be utilized as is set forth in said 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 shall take effect at the earliest period allowed by law.

PASSED: 1st Reading: August 17, 2020
2nd Reading: September 8, 2020
3rd Reading: September 21, 2020

ATTEST:


BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL


LINDA SLOCUM
PRESIDENT OF COUNCIL

POSTED: 09/22/2020

EFFECTIVE DATE: 10/21/2020

Sustainable Reserve Fund Participant Agreement

This Agreement, ("Agreement") is made and entered into this 29 day of Sept, 2020 by and between the City of Oberlin, Ohio, an Ohio Chartered Municipal Corporation, hereinafter referred to as "City" and Oberlin Community Services Council hereinafter referred to as "Participant" with an address of 289 South Professor Street, Oberlin OH 44074.

WITNESSETH:

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 education and outreach related to climate action, energy-efficiency and conservation, renewable energy generation and other climate change impacts 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 a not for profit corporation registered in the State of Ohio having been organized under Section 501(C)(3) of the Internal Revenue Code; and

WHEREAS, Participant has requested funding in the amount of Seventy-nine thousand, two hundred dollars (\$79,200.00) for the purpose of making building improvements and implementing carbon reduction strategies as described in "Exhibit A" attached hereto, ("Services"); and

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

NOW, THEREFORE, in consideration of the foregoing 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 up to Seventy-nine thousand, two hundred dollars (\$79,200.00) from the Sustainable Reserve Fund to be utilized for the Ashrae level two audit, building enhancements and renewable energy installation in accordance with the provisions of this Agreement.

(2). 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 in consultation with the Sustainability Coordinator to assure that said use is consistent with the Sustainable Reserve Fund Guidelines

(3). Upon completion of the Term (as defined below) or otherwise upon request, Participant shall provide the City Manager and the Sustainability Coordinator with such receipts, documentation, reports, or other evidence that he or she may request in order to ensure that Participant is duly incorporated and in good standing under the laws of State of Ohio, has maintained insurance coverage as is required under this Agreement and has expended the funds in accordance with the terms of this Agreement. In the event the City Manager and the Sustainability Coordinator determine that any of the funds have been used for any purpose other than those authorized under this Agreement, Participant shall promptly remit said amount to the City. Any funds not used by the end of an annual term shall be returned to the City, or applied to a subsequent year funding as determined by the City Manager.

(5). 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 Agreement. 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 Agreement. Prior to execution of this Agreement, 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 annual aggregate general liability coverage and naming the City of Oberlin as an additional insured. Participant shall maintain such coverage throughout the term of this Agreement.

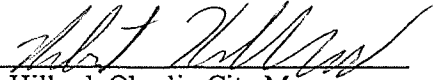
(6). This Agreement shall be in full force and effect upon the last execution thereof, In the event Participant fails to complete the Services in accordance with or otherwise fails to fulfill its obligations under this Agreement, all remaining funds that have been provided pursuant to this Agreement 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 the amount authorized by this Agreement.

(7) The term of the Agreement shall be for a period of three years as defined in Section 1 above subject to terms and conditions set forth herein.

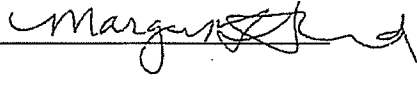
(8). This Agreement, may not be assigned by Participant without the prior consent of the Oberlin City Council by ordinance.

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

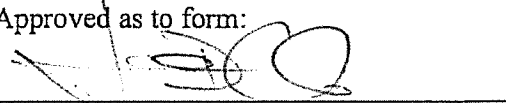
CITY OF OBERLIN

By: 
Rob Hillard, Oberlin City Manager

PARTICIPANT

By: Margaret L. Flood 
(Name)

Its: Executive Director

Approved as to form:

Jon D. Clark, Oberlin Law Director