

Child Enrichment Services • Family Support Services • Senior Enrichment Services • Shelter and Emergency Services

AGREEMENT

(Exhibit A to Ord. No. 103-17)

THIS AGREEMENT is made and entered into at Avon, Ohio, this _____ day of _____, 2018 by and between the City of Avon, Ohio, and Ohio Municipal Corporation, (hereinafter referred to as "CITY"), and Neighborhood Alliance, an Ohio Non-Profit Corporation, (hereinafter referred to as "N.A."). This Agreement shall take effect on January 1, 2018 and continue until terminated by one of the parties thereto.

WITNESSETH:

WHEREAS, the CITY has deemed it in the best interest of the residents of the City of Avon to provide monies to providing services to address the basic needs such as hunger, homelessness, and supportive services provided by N.A. throughout Lorain County ; and,

WHEREAS, N.A. (E.I.N #34-0714471) is a 501(C) 3 non-profit corporation operating within Lorain County providing said services to the residents of Lorain County, including residents of Avon, OH.

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

WHEREAS, the City Council has by motion deemed it necessary to authorize the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000), to support the general operation of N.A..

WHEREAS, the Council of the CITY has deemed it necessary to authorize the City of Avon to enter into an agreement with N.A. whereby N.A. will operate programs within Lorain County which support and assistance has been determined by Council to constitute a proper municipal purpose.

NOW, THEREFORE, in consideration of the premises herein set forth together with other good and other valuable consideration, it is agreed by and between the parties hereto as follows:

Child Enrichment Services • Family Support Services • Senior Enrichment Services • Shelter and Emergency Services

SECTION 1. That for the Fiscal Year 2018, N.A. will provide a full range of services governed by its mission and Board of Directors for the residents of Lorain County.

SECTION 2. That the CITY, in consideration for said services, will provide financial assistance for the operation of the Haven Center shelter through N.A., for the Fiscal Year 2018, in an amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000), to be paid in one annual installment.

SECTION 3. Upon request, N.A. will provide the CITY with an annual report, 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 and that the Funds are being used in the manner provided for in this Agreement.

SECTION 4. That nothing contained herein shall constitute an employee-agent relationship between the CITY and N.A., and further, N.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.A. and/or the funds contributed by the CITY in support of N.A.

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

IN THE PRESENCE OF:

THE CITY OF AVON

By: Mayor Bryan K. Jensen

NEIGHBORHOOD ALLIANCE

By: Connie Osborn, President/CEO