

ORDINANCE NO. 08-97 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE BOARD OF EDUCATION OF THE OBERLIN CITY SCHOOL DISTRICT FOR THE USE OF CERTAIN MUNICIPAL AND SCHOOL DISTRICT FACILITIES AND DECLARING AN EMERGENCY

Whereas, the City of Oberlin and the Oberlin City School District desire to cooperate as much as possible in the sharing of the use of public facilities in order to reduce or limit additional costs to their respective taxpayers; and

Whereas, the cooperative use of public buildings between the City of Oberlin and the Oberlin City School District will reduce or limit additional costs to their respective taxpayers and represents a proper municipal public purpose.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the City Manager is hereby authorized and directed to enter into an agreement with the Board of Education of the Oberlin City School District for the use of certain City of Oberlin facilities by the Oberlin City Schools and certain Oberlin City School District facilities by the City of Oberlin, a copy of said agreement being attached hereto, marked **Exhibit A** and incorporated herein by reference.

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 the 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:

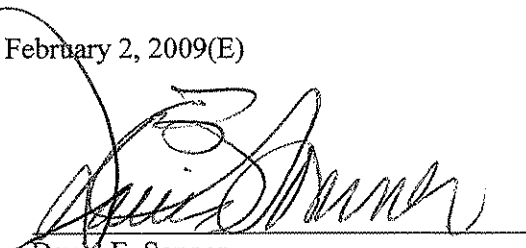
“In order to allow for the timely approval of the agreement to enable both parties to utilize the facilities described in the agreement at the earliest possible date.”

And shall take effect immediately upon passage.

PASSED: 1ST Reading – December 15, 2008
2nd Reading – January 5, 2009,
3rd Reading – January 20, 2009 (T), February 2, 2009(E)

ATTEST:


Belinda B. Anderson
CLERK OF COUNCIL


David E. Sonner,
PRESIDENT OF COUNCIL

POSTED: 2/03/2009

EFFECTIVE DATE: 2/02/2009

AGREEMENT

This Agreement is made and entered into at Oberlin, Ohio, on this 2nd day of February, 2009, by and between the CITY OF OBERLIN, OHIO, a Chartered Ohio municipal corporation, hereinafter called "City", and THE BOARD OF EDUCATION OF THE OBERLIN CITY SCHOOL DISTRICT, hereinafter called "DISTRICT".

WITNESSETH:

WHEREAS, the City owns and holds public facilities for the use and benefit of its citizens; and

WHEREAS, there are public school facilities located within the City boundaries which are under the control of the District; and

WHEREAS, the City and the District wish to enter into an agreement for the cooperative use of specified City and District facilities; and

WHEREAS, such cooperative use of public facilities avoids additional expenditures of public dollars by the City and the District to build or improve similar facilities that offer recreational or operational benefit for the taxpayers of the City and the District; and

WHEREAS, both parties are desirous of cooperatively providing facilities for the benefit of the community in a cost-effective manner.

NOW, THEREFORE, in consideration of the foregoing representations and other good and valuable consideration, the receipt of which is hereby specifically acknowledged by both parties, IT IS AGREED between the City and the District as follows:

1. Definitions:

- a. District Facilities. The "District Facilities" covered by this agreement shall include gymnasiums, classrooms, multipurpose rooms, auditoriums, and non-varsity athletic fields owned and operated by the District.
- b. City Facilities. The "City Facilities" covered under this agreement shall include the City Council Chambers and City Parks and Recreation facilities.
- c. Non-Instruction Periods. The term "Non-Instruction Periods" shall mean those calendar days on which school is not scheduled to be held, including Saturdays, Sundays, holidays and school break periods.
- d. Instruction Periods. The term "Instruction Periods" shall mean those calendar days which are not included within a Non-Instruction Period.
- e. Non-School Hours. The term "Non-School Hours" shall mean those hours of each day during Instruction Periods, beginning no later than 30 minutes after classes are dismissed.
- f. Out-of-Pocket Costs. The term "Out of Pocket Costs" shall mean those direct costs incurred by the City or the District over and above normal

- maintaining City Facilities or District Facilities.
- g. Building Use Forms. The documents utilized to document the request by either party to request use of the other's facilities.
 - h. Park Use Forms. The documents utilized to document the request by the District to request use of Parks and Recreation facilities.
 - i. Designated Representatives.
 - i. For the purposes of this agreement, designated representatives for coordinating use of "City Facilities" are:
 - 1. For the City: City Manager or designee
 - 2. For the District: Treasurer or designee
 - ii. For the purposes of this agreement, designated representatives for coordinating use of "District Facilities" are:
 - 1. For the City: Oberlin Recreation Coordinator
 - 2. For the District: Treasurer or designee

2. Term and Termination of the Agreement:

- a. Term. The initial term of this Agreement shall be for one year, beginning on the date of execution. This Agreement shall automatically renew for subsequent one year terms, provided neither party terminates the Agreement as provided for in section 2.b. of this Agreement.
- b. Termination of the Agreement. This Agreement may be terminated at the end of its initial term or at the end of each subsequent term. Such termination shall be effective at the end of the then current term upon either party providing the other party with sixty (60) days prior written notice of the intention to terminate.

3. Use of City Facilities by the District:

- a. The District shall have the right to use the Oberlin City Council Chambers for the purpose of holding and conducting regular and special meetings of the Board of Education. Such meetings must be scheduled after business hours of the Oberlin Municipal Court and so as not to conflict with Regular and Special Meetings of the Oberlin City Council.
- b. At the beginning of each calendar year, the Designated Representative of the City and the District will coordinate meeting calendars so as to avoid conflicts.
- c. District staff will complete City Building Use Forms to document the specific requests for use of the City Council Chambers.
- d. City staff and officials will respect the schedules of the Board of Education and attempt to avoid any conflicts.
- e. The District's Designated Representative will give the City's Designated Representative two weeks advance notice of any planned change to the meeting schedule of the Board of Education. The City will work in good faith to accommodate such schedule changes.
- f. The District shall also have the right to use the Oberlin Parks and Recreation facilities at no charge, other than out of pocket expenses.
- g. The District will use the Park Use Form to document the request of specific facilities. Designated Representatives of the City and the District

will coordinate the schedules of City Parks and Recreation Facilities so as to avoid conflicts that may arise, due to maintenance, Public use, City use and District use.

- h. If there are Out of Pocket Costs associated with District use of the City Facilities, the District will reimburse the City for those expenses. Such expenses may include:
 - i. Costs associated with security screening in accordance with procedures or regulations that may be implemented by the Oberlin Municipal Court or the City of Oberlin.
 - ii. Costs associated with any extraordinary custodial care or field preparation or maintenance that is directly attributed to the use of City Facilities by the District.
 - iii. Costs associated with any damage to City Facilities or equipment that is directly attributed to the use of City Facilities by the District.
 - iv. The City will make a good faith effort to keep District Out of Pocket Costs to a minimum.

4. Use of District Facilities by the City:

- a. The City shall have the right to use the District Facilities for the purpose of recreation classes, programs, and events during Non-School Hours or Non-Instruction Periods, when the District is not using District Facilities.
- b. The City will use the District Building Use Form to document the request of specific facilities. Designated Representatives of the City and the District will coordinate the schedules of District Facilities so as to avoid conflicts that may arise, due to maintenance, City use and District use.
- c. District staff and officials will respect the time periods scheduled reserved by the City and avoid any conflicts.
 - i. The City's Designated Representative will give the District's Designated Representative two weeks advance notice of any change to the scheduled uses of the District Facilities. The District will work in good faith to accommodate such schedule changes.
 - ii. The District's Designated Representative will give the City's Designated Representative two weeks advance notice of any conflict with City use of District Facilities. The City will work in good faith to accommodate such schedule changes.
 - iii. Designated Representatives of the City and the District will confer to resolve any scheduling conflicts to the mutual benefit of both parties.
- d. If there are Out of Pocket Costs associated with City use of District Facilities, the City will reimburse the District for those costs. Such expenses may include:
 - i. Costs associated with any extraordinary custodial care that is directly attributed to the use of District Facilities by the City.
 - ii. Costs associated with any damage to District Facilities or equipment that is directly attributed to the use of District Facilities by the City.
 - iii. The District will make a good faith effort to keep City Out of Pocket

Costs to a minimum.

5. Insurance and Indemnification:

The City and the District agree to obtain, and keep in full force and effect during the term of this agreement, and any extensions thereof, public liability and property damage insurance naming the other party as an additional insured in the minimum amount of \$2,000,000 per incident and \$2,000,000 per person, covering each party's activities in the other's facilities pursuant to this agreement. Furthermore, the City and the District agree to hold harmless and indemnify the other from any claim, cause of action, damage, loss, or other liability to any person or property arising out of or relating to the use of the other's facilities pursuant to this agreement.

6. Notices:

Any notices to be given by the City or the District pursuant to this agreement shall either be personally delivered or mailed by United States mail, postage prepaid, to the attention of the following individuals at the following addresses:

To the City:

Office of the City Manager
Oberlin Municipal Building
85 South Main Street
Oberlin, Ohio 44074

To the District:

Office of the Treasurer
Oberlin School District
153 North Main Street
Oberlin, Ohio 44074

7. Miscellaneous Provisions

- a. Communications. The Oberlin City Manager and the Oberlin City Schools Superintendent shall meet at least annually to evaluate this agreement and to discuss and coordinate the scheduling and use of City Facilities and District Facilities.
- b. Scheduling of Uses. Each Party to this Agreement is encouraged to schedule planned uses as far in advance as feasible, but not less than 10 working days prior to the planned event or activity.
- c. Supervision of Use. Each Party to this Agreement agrees that use of each other's facilities shall be properly supervised by qualified personnel.
- d. Billing and Payment of Out-of-Pocket Costs. The parties to this Agreement agree to take all reasonable and necessary steps to ensure that billing and payment of Out-of-Pocket Costs owed by either party will be completed in a timely manner.

This Agreement was approved by the City on Feb 2nd, 2009, pursuant to Ordinance No. 09-97 AC CMS, and by the District on January 27th, 2009, pursuant to Resolution No. 2009-013.

IN WITNESS WHEREOF, the parties have hereunto set their hands, the City by its City Manager, and the District by its Superintendent, on the date and year first above written.

WITNESSES:

Belinda B. Anderson

Paula Malick

WITNESSES:

Diane A Wolf

Diane A Wolf, Treasurer

CITY OF OBERLIN, OHIO

by: Eric Norenberg
Eric Norenberg
City Manager

OBERLIN CITY SCHOOLS

by: Geoffrey Andrews
Geoffrey Andrews
Superintendent

Approved as to form:

Eric R. Severs
Eric R. Severs, Oberlin Law Director