

ORDINANCE NO. 76-26

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO MASTER
DONATION AGREEMENTS WITH CHARITABLE ORGANIZATIONS UNDER THE
CURRENT CONTRACT WITH ENCOMPASS MARKETING
AND DECLARING AN EMERGENCY**

WHEREAS, the City has long recognized that revenues can be achieved through the sale of corporate naming rights and advertising involving the City of Avon; and

WHEREAS, pursuant to Ordinance No. 39-24 which passed on March 25, 2024, the City contracted with Encompass Marketing and its Director, Paula M. Pitasky, to act as the City's exclusive agent in the marketing of corporate sponsorships and advertising plans specific to the City's aquatic facility; and

WHEREAS, pursuant to Ordinance No. 97-25, which passed on October 27, 2025, the City expanded that agreement for 36 months to authorize Encompass Marketing to act as the City's exclusive agent in the marketing of corporate sponsorships and advertising throughout the City; and

WHEREAS, Council now desires to authorize the Mayor to enter into Master Donation Agreements with charitable organizations to ensure that certain donations solicited by Encompass are and remain tax deductible; and

WHEREAS, Council, having reviewed the Master Donation Agreement to be utilized by Encompass (and executed by the Mayor), finds it to be fair and equitable and authorizes the Mayor to enter into said Agreements, where appropriate, and by doing so, serve the best interests of the health, safety, and welfare of the citizens of Avon as well as the entities that make charitable donations.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVON, LORAIN COUNTY, OHIO:

Section 1 - That the Mayor is hereby authorized to enter into Master Donation Agreements, in substantially the form as set forth in the attached Exhibit A, which is incorporated herein by this reference, to further the planning, coordinating and implementing of a comprehensive program to promote and sell corporate sponsorships and, when possible, facilitate beneficial tax treatment for those donors.

Section 2 - That it is found and determined that all formal actions of this Council concerning and relating to the passage 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 actions 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 preservation of the public peace, health, safety, and welfare of the citizens of the City of

Ordinance No. 76-26 (Con't.)

Avon, the immediate emergency being the necessity adopt and utilize a Master Donation Agreement which will be used by Encompass Marketing and which will clarify the handling of donations to the City through charitable organizations; therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: July 13, 2026 DATE SIGNED: July 13, 2026

By: Brian Fischer
Brian Fischer, Council President

DATE APPROVED BY THE MAYOR: July 14, 2026

[Signature]
Bryan K. Jensen, Mayor

APPROVED AS TO FORM:

John A. Gasior
John A. Gasior, Law Director

ATTEST:

Barbara Brooks
Barbara Brooks, Clerk of Council

POSTED: July 15, 2026
Electronically and at City Hall as
Provided by Council

Prepared By:
John A. Gasior, Esq.
Law Director

I, Barbara J. Brooks, Clerk of the Council of the City of Avon, Ohio, hereby certify this document to be a true and exact copy of Ordinance No. 76-26, passed by the Council of said City on July 13, 2026.

IN WITNESS WHEREOF, I have on this 14th day of July 2026, affixed my signature and official seal.

Barbara J. Brooks
Barbara J. Brooks, Clerk of the Council
of the City of Avon, Ohio

MASTER DONATION AGREEMENT

This Master Donation Agreement (the “Agreement”) is entered into by and between the below listed parties on _____ (the “Effective Date”). The Parties agree to the following terms and this Agreement shall be effective as of the Effective Date.

The City:
City of Avon, Ohio
36600 Chester Road
Avon, Ohio 44011

Charity:
[Encompass will insert name, address and contact details for the charity]

1. The Charity.

1.1 The Charity is recognized by the Internal Revenue Service as a [insert the IRS designation – such as a 501(c)(3) tax exempt, non-profit corporation].

2. Donations.

- 2.1 The City periodically receives requests from various people and/or organizations who are interested in making donations to the City for various purposes, projects, and/or reasons (the “Donation” or “Donations”). These people and/or organizations are collectively referred to as a “Donor.”
- 2.2 Upon a Donor wanting to make a Donation to the City, it is common for the Donor to desire and/or want the Donation to be tax deductible. In order for the Donor’s Donation to be tax deductible, the Donor’s Donation will have to be made to a tax-exempt charitable organization.
- 2.3 So that the Donor is able to obtain a tax deduction for such Donation, it is the City’s intent to refer the Donor to the Charity.
- 2.4 If the Charity accepts a Donation from the Donor, then the Charity’s acceptance of such Donation shall be pursuant to the terms and conditions as set forth in this Agreement.
- 2.5 For each Donation to be made by a Donor to the Charity, the Donor and the City may execute a document memorializing the Donation. An exchange of email correspondence relative to the Donation between the Charity and the City will be considered to be an acceptable memorialization of such Donation.
- 2.6 The Donation shall be used in compliance with all charitable, municipal, and ethics rules.
- 2.7 If the Donor intends to claim a charitable deduction in the making of the Donation to the extent permitted by law, the Charity will support and timely provide any needed paperwork to the Donor regarding such efforts.

3. Term.

- 3.1 The term of this Agreement shall run concurrent with the terms specified in Paragraph 1, subsections 1.1, 1.2, 1.3 and 1.4 of the Independent Contractor Agreement (hereinafter referred to as the “ICA”).

4. Donation Flow and Timing.

- 4.1 Upon the Charity receiving the Donation from the Donor, the Charity shall transfer One Hundred Percent (100%) of the Donation, without deduction or set-off, to the City within ten (10) days after the date that the City provides notice to the Charity requesting the transfer of the Donation. Time is of the essence. The City will provide instructions to the Charity as to the method and manner in which the Donation is to be transferred to the City – such as the bank account information along with whether the funds are to be delivered via wire transfer, check, etc.
- 4.2 Charity agrees and understands that the Charity under no circumstances is to withhold and/or delay the transfer of the Donation to the City.

5. Donation Acknowledgement.

- 5.1 No later than thirty (30) days after the Charity's receipt of the Donation, the Charity shall provide the Donor with written acknowledgement stating the amount of the Donation and whether or not any goods or services were provided to the Donor in exchange for such Donation.

6. Confidentiality and Publicity.

- 6.1 For purposes of this Agreement, "Confidential Information" means the Donor's name, likeness, identity, and/or logo; the fact that Donor has made or is making a donation to the Charity; the fact that the Charity will be transferring the Donation to the City; the purpose for which the Donation is to be used; the amount, timing, terms, or conditions of any Donation; the existence and terms of this Agreement; and the identity, nature, scope, budget, location, or other details of any project, program, or initiative funded in whole or in part by the Donation.
- 6.2 The Charity shall keep all Confidential Information strictly confidential and shall not, without the City's prior written consent, disclose, publicize, announce, publish, or otherwise communicate any Confidential Information to any third party, including in press releases, marketing materials, social media, annual reports, donor lists, fundraising solicitations, or public filings.
- 6.3 Notwithstanding the requirements as set forth in this Agreement, the Charity may disclose Confidential Information only to those of the Charity's employees, officers, directors, agents, contractors, professional advisors, or auditors who have a legitimate need to know such information for the performance of the Charity's obligations under this Agreement and who are bound by confidentiality obligations at least as protective as those set forth herein. The Charity shall remain responsible for any breach of this clause by such persons.
- 6.4 If the Charity is compelled by applicable law, regulation, subpoena, court order, or governmental authority to disclose any Confidential Information, the Charity shall, to the fullest extent permitted by law, provide the City with prompt written notice of the required disclosure, cooperate with the City in seeking a protective order or other appropriate remedy to limit disclosure, and disclose only that portion of the Confidential Information that is legally required to be disclosed. If disclosure is made, the Charity shall use reasonable efforts to obtain confidential treatment for the disclosed information.
- 6.5 The Parties shall protect Confidential Information with at least the same degree of care such Party uses to protect its own confidential information, but in no event less than a reasonable standard of care.

- 6.6 The obligations in this Section shall survive the termination or expiration of this Agreement and shall remain in effect indefinitely unless both Parties each provide their written consent that the Confidential Information may be disclosed.
- 6.7 The Parties acknowledge that the City is subject to Ohio's Public Records Act and Open Meetings Act. Nothing in this Agreement prevents the City from complying with those laws. If the City receives a public-records request or a subpoena seeking Confidential Information, the City will promptly notify the Charity in writing, provide a copy of the request, and cooperate in good faith to allow the Charity to seek a protective order or other relief. The Charity will not disclose the Confidential Information until the later of (i) the expiration of the period for seeking relief, (ii) a final court order requiring disclosure, or (iii) written agreement of the Parties. The Charity shall bear the cost of seeking protective relief.

7. Default. See Paragraph 8 of the ICA.

8. Severability of Provisions. See Paragraph 9 of the ICA.

9. Assignment.

- 9.1 This Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.
- 9.2 The Charity may not assign the Charity's rights, responsibilities, and obligations under this Agreement to a third-party, including all rights and obligations herein, without the prior written consent of the City.

10. Entire Agreement. See Paragraph 11 of the ICA.

11. Headings. See Paragraph 12 of the ICA.

12. Conflicts of Interest. See Paragraph 13 of the ICA.

13. Notices. See Paragraph 15 of the ICA.

14. No Third-Party Beneficiaries. See Paragraph 16 of the ICA.

15. Full Authority and Capacity. See Paragraph 17 of the ICA.

16. Invalidity. See Paragraph 18 of the ICA.

17. Construction. See Paragraph 19 of the ICA.

18. Execution. See Paragraph 20 of the ICA.

19. Governing Law and Venue. See Paragraph 21 of the ICA.

20. Waiver. See Paragraph 22 of the ICA.

IN WITNESS WHEREOF, the undersigned agree that this Agreement is made in Lorain County, Ohio on the day and year written above.

By: _____
Bryan Jensen, Mayor Date
City of Avon, Ohio

By: _____ Date _____
[insert name and title of signatore]

[insert name of Charity]