

2021~~4~~-2024~~8~~ Agreement between the City of Gahanna and the Gahanna Convention & Visitors Bureau

This Agreement is between the City of Gahanna, Ohio (hereinafter referred to as the “City”) and the Gahanna Convention & Visitors Bureau (hereinafter referred to as the “CVB”). The City and CVB may be referred to individually herein as a Party or collectively as the Parties.

WITNESSETH:

WHEREAS, the City of Gahanna has enacted Gahanna City Code Section 165.02 (a) to authorize a lodging tax for the purpose of promoting tourism and attracting visitors to the City of Gahanna.

WHEREAS, the City, on the _____ day of _____, 2020~~9~~, adopted Ordinance Number _____, wherein the Mayor of the City of Gahanna, Ohio, is hereby authorized to enter into an agreement with the CVB, pursuant to which the CVB will be responsible for promoting the City of Gahanna, Ohio, in order to bring the patronage and business of tourists and cultural, educational, religious, professional, and sports organizations into the City, for the benefit of the citizens of the City and the business community, and more specifically the City’s downtown area, in accordance with Gahanna City Code Section 165.02 (d).

NOW, THEREFORE, the parties hereby wish to enter into an agreement in accordance with the above Ordinance and Gahanna City Code and upon the following terms and conditions:

SECTION I – TERM

1. This Agreement shall be for a period of ~~three (3)~~ **four (4)** years, beginning on the first day of January, 202~~4~~**4**, and extending up to and including December 31, 2028. ~~to and including the second day of January, 2024.~~ It shall replace all previous agreements dated prior to the execution of this agreement. This Agreement will continue on a month to month basis upon expiration unless terminated as stipulated in Section IV herein or unless replaced by a subsequent agreement.

SECTION II – CVB OBLIGATIONS

1. The CVB agrees to establish, staff, manage, and maintain a destination marketing organization designed to attract visitors to Gahanna via products, events and promotions.
2. The CVB agrees to work in accordance with its mission statement: ~~“The CVB will promote Gahanna as a vibrant destination by connecting the people and places of our community to contribute to our economic prosperity.”~~ “To grow travel to Gahanna to support local businesses and jobs, future investments, and the community.” This work shall include, but shall not be limited to, the following:

- a. The promotion of conventions, meetings, conferences, events, and tourism within the City; and
 - b. The coordination and conduct of CVB-sponsored events that generate pedestrian and vehicular traffic to support Gahanna businesses; and
 - c. The provision of advice, direction, and assistance to persons desiring to visit or hold conventions, meetings, conferences and events in the City; and
 - d. The promotion of the commercial, historical, cultural, and natural resources, including but not limited to the City's downtown area, for tourism; and
 - e. The preparation, compilation, printing, broadcasting, publishing, distribution and dissemination of information and data of all kinds which may be useful in furthering the mission of the CVB; and
 - f. The duties and responsibilities outlined in the Scope of Services Addendum attached hereto and referenced herein.
3. The CVB agrees to form a Board of Trustees, composition of which shall be determined by the CVB but shall include two (2) City representatives: the Director of Economic Development (or other designee appointed by the Mayor) and one member of Gahanna City Council . The remaining members of the Board shall be appointed according to the Code of Regulations adopted by the Board of Trustees of the CVB.
4. The CVB agrees that 66.67 percent of the lodging tax collected by the City will be distributed to the CVB for its operations and work and shall be spent solely for the purpose of the CVB. The CVB further agrees to be solely responsible for any deficit relative to operations of the CVB.
5. The CVB shall prepare and deliver to the City an annual report covering the previous calendar year, detailing the activities and accomplishments of the CVB, and including a complete schedule of the expenditure of funds remitted to the CVB by the City. Upon request by Council, the CVB may also make progress reports to the City on achievement of the CVB's activities and accomplishments.
6. The CVB shall keep complete and maintain accurate records and accounts of all financial transactions. The City or State of Ohio has the right to examine and audit all such records at any time upon reasonable notice.
7. The CVB shall indemnify and save harmless the City against all liabilities, suits, obligations, fines, charges and expenses on behalf of any person, business or other entity, that may be imposed upon or incurred by or asserted against the City because of any activity by the CVB.

SECTION III – CITY OBLIGATIONS

1. For the services identified herein and in the attached addendum, the City agrees to pay 66.67 percent of the collected lodging tax to the CVB. Said payment shall be remitted monthly to the CVB by the first day of the second month following collection or the next business day.

2. The City will not be responsible for making up any shortage if receipts from the lodging tax are less than anticipated or budgeted.

SECTION IV - AGREEMENT TERMINATION

1. Either party to this Agreement may terminate the same upon the giving of one hundred and eighty (180) days written notice thereof to the other party.
2. In the event of termination, the CVB shall be responsible for any and all obligations or encumbrances incurred by the CVB as of the date of notice of termination and for any additional expenses that are incurred as a direct result of the winding down of operations (collectively referred to as "outstanding expenses"). To the extent that the CVB has exhausted any and all monies and is unable to cover the payments of its outstanding expenses, the City shall be responsible for any remaining expenses a prorated payment of existing CVB obligations or encumbrances in an amount not to exceed the prorated share of the City's total receipts of lodging tax for budget approval for that the remainder of the current-specified calendar year. If the CVB has any remaining monies after the payment of all outstanding expenses as defined above, aAny and all monies remaining in CVB accounts, originally received from the City, shall be returned to the General Fund of the City. All fixed assets purchased with such tax funds shall be returned and remitted to the City or per cost basis remitted to the City for the use of any subsequent events/visitors bureau contracted for, or operated by, the City.

SECTION V – MISCELLANEOUS PROVISIONS

1. This Agreement constitutes all promises, conditions, inducements and understandings between the City and the CVB.
2. Neither Party hereto shall have the right to assign this Agreement without the written consent of the other Party, except as provided herein. This Agreement shall be binding upon the successors and assigns of the Parties hereto.
3. This Agreement shall constitute the entire agreement between the Parties hereto, and no modification thereof shall be effective unless made by supplemental agreement in writing executed by the Parties. Any modification requires at least sixty (60) days notice, unless waived in writing by both Parties.
4. No waiver of any breach shall affect or alter this Agreement but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect.
5. The failure of the City or CVB to seek redress for any breach or default of this Agreement shall not constitute a waiver and the City or CVB shall have all remedies provided herein and at law or in equity with respect to any such act or subsequent act constituting such breach or default.

6. In the event any term or provision of this Agreement shall for any reason be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision herein.

7. This Agreement is made pursuant to, shall be governed by, and shall be construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this Agreement to be executed on the _____ day of _____, 20_____.

City of Gahanna
200 S. Hamilton Road
Gahanna, OH 43230

Gahanna Convention & Visitors Bureau
1167 Mill Street
Gahanna, OH 43230

BY:

BY:

Laurie A. Jadwin, Mayor

Lori Kappes, Executive Director

Approved as to form:

Raymond J. Mularski, Esq., City Attorney

GAHANNA CONVENTION & VISITORS BUREAU (CVB) AND CITY OF GAHANNA AGREEMENT

SCOPE OF SERVICES – ADDENDUM 1

The CVB shall create, implement and evaluate the following Business Plan with specific measurable goals. Representatives from the CVB will present the plan to Gahanna City Council by the end of the first quarter of the calendar year at a Regular Council meeting. at the first quarter progress report meeting as detailed in the 2021-2023 Agreement between the CVB and the City of Gahanna. In addition, CVB staff will provide updates on the Business Plan at subsequent quarterly meetings throughout the year. The overall CVB Business Plan will include, but is not limited to, the following components: operations and finance, sales and marketing, event production, and public relations.

The parties agree that if the CVB is unable to perform any portion of the Scope of Services identified below due to circumstances beyond their control, the CVB shall be exempt from that provision for the applicable year upon the written agreement of the parties.

Operations & Finance

1. Employ a professional team to coordinate the business of the CVB.
2. Establish and implement revenue and performance goals and measurements, as well as performance reviews.
3. Maintain office space and visitors' center for the CVB.

Sales & Marketing

1. Develop a sales, marketing and services plan that encourages economic impact to Gahanna through visitation. The sales and marketing plan should target the following visitor-oriented markets:
 - a. Sporting events and tournaments
 - b. Conferences, meetings and weddings
 - c. Group tours and leisure
 - d. Event production and promotion
2. The sales and marketing plan should, at minimum, include and/or address the following:
 - a. Strategies and tactics that grow room night visitation.
 - b. Initiatives that place an emphasis on attracting visitors to the Downtown Gahanna area for signature events and attractions.
 - c. Advertising, marketing and communication vehicles that are compelling and assist in driving visitation. These vehicles include but are not limited to:
 - i. Website (www.visitgahanna.com)
 - ii. Social media
 - iii. Visitors Guide
 - iv. Market-specific sales materials
 - v. Event promotional materials

3. Continue to build on existing partnerships and identify new relationships, building marketing and tourism development opportunities with local businesses and community stakeholders.

Event Production

1. Continue to plan, manage and grow the Creekside Blues & Jazz Festival in a fiscally responsible manner, demonstrating vision with revenue generation opportunities and expense controls.
2. Continue to execute holiday season programming while partnering with the City of Gahanna and other related community groups, to implement a long-term vision for the holiday season in Gahanna as fiscal resources allow.
3. Keep each event focused on the long-term positive economic impact to the City of Gahanna, and specifically the Creekside District, and to promote community pride for the residents and businesses of Gahanna.
4. Work with the City of Gahanna and other related community groups to help create a vision and plan for future visitor-oriented event opportunities in the downtown area and to assist those organizations in the promotion of same.

Public Relations & Communications

1. Create awareness about Gahanna and its events by continuing to implement a strategic and dynamic public relations plan.
2. Provide consistent two-way communication with stakeholders.
3. Collaborate with the City of Gahanna's efforts, coordinated by the City's Communications & Marketing Division, ~~Public Information Manager,~~ to enhance the overall strategic communications of Gahanna and its many partners.