

2008 Agreement between CIC and the City of Gahanna

This agreement between the City of Gahanna, Ohio, hereinafter referred to as the "City" and the Gahanna Community Improvement Corporation, hereinafter referred to as the "CIC,"

WITNESSETH:

WHEREAS, the City of Gahanna has enacted Gahanna City Code Section 165.02 (a) to authorize a lodging tax for the purpose of expending five and one half percent of the six percent of the collected lodging tax for the purpose of encouraging and promoting tourism and visitors to the City of Gahanna.

WHEREAS, the City, on the ____ day of _____, 2008, adopted Resolution Number _____, wherein the Mayor of the City of Gahanna, Ohio, is hereby authorized to enter into an agreement with the CIC for the promotion and publicity of 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 of the business community thereof in accordance with Gahanna City Code Section 1165.02 (d).

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

SECTION I – TERM

- 1. This agreement shall be for a period of twelve (12) months, beginning on the first day of January, 2008, and extending to and including the second day of January, 2009. It shall replace all previous agreements dated prior to the execution of this agreement. ~~This agreement will continue on a month to month basis unless terminated as stipulated in Section IV or unless replaced by a subsequent agreement.~~**

SECTION II – CIC OBLIGATIONS

1. The CIC agrees to establish, staff, manage, and maintain, a Convention and Visitors Bureau. Said Convention and Visitors Bureau shall hereinafter be referred to as the "CVB."
2. The CIC, through the CVB, agrees to promote and publicize the City to bring patronage and business of conventioners, tourists and travelers into the City for the benefit of the City residents and businesses. This service 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 provision of advice, direction, and assistance to persons desiring to visit or hold conventions, meetings and conferences in the City; and
 - c. The promotion of the commercial, historical, cultural, and natural resources, including but not limited to Creekside, of the City for tourism; and
 - d. The preparation, compilation, distribution and dissemination of information and data of all kinds which may be useful in furthering the purpose of the CVB; and
 - e. The printing, broadcasting, publishing, distribution, and dissemination of information and data of all kinds which may be useful in furthering the purposes of the CVB; and
 - f. To do all these things to promote and publicize the City to residents and visitors.
3. The CIC agrees to form a Board of Trustees for the CVB; composition of such Board to be determined by the CIC but shall include one (1) representative designated by the Mayor; with the remaining representatives shall be approved by the CIC. The CIC's designees shall include but are not limited to community leaders from the hospitality, event, and attraction industries and are not required to be CIC members.
 4. The CVB staff, based on an evaluation which shall begin not later than September 1st of each year, shall prepare a budget recommendation and an Action Plan for the CVB for the next calendar year. These items shall include, but not be limited to, the CVB's activities for the upcoming year and anticipated expenditures for such items. The CVB Board of Trustees shall approve the Budget and Action Plan and then submit both documents to the CIC Board of Trustees for approval.
 5. The CIC agrees that two and one half percent of the five and one half percent of tax funds will be distributed for the operations of the CVB and shall be spent solely for the purpose of the CVB. The CIC further agrees to be solely responsible for any deficit relative to operations of the CVB.
 6. The CVB shall prepare in writing and orally deliver to the City, an Annual Report covering the previous calendar year detailing the activities and accomplishments of the CVB, including a complete schedule of the expenditure of funds remitted to the CVB by the City. This Annual Report shall be submitted to the City Council prior to the end of the first quarter of each year. The CVB shall also make regular progress reports on achievement of the CVB's activities and accomplishments to the CIC.
 7. The CVB shall keep complete and 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. It is expected that the City will, at a minimum, receive an annual financial review and activity report.

8. The CIC 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.
9. **The CIC agrees that three percent of the five and one half percent of tax funds shall be allocated at its sole discretion to other non-profit organizations (NPO) including, but not limited to itself, the CVB, and any other subsidiaries of the CIC dedicated to those activities outlined in 165.02.**
10. Each NPO receiving these funds shall prepare in writing and orally deliver to the CIC, an Annual Report covering the previous calendar year detailing the activities and accomplishments supported by these funds, including a complete schedule of the expenditure of funds remitted to each NPO by the City. This Annual Report shall be submitted to the CIC prior to the end of the first quarter of each year. Each NPO shall also make regular progress reports on achievement of their activities and accomplishments to the CIC.
11. Each NPO shall keep complete and accurate records and accounts of all financial transactions involving the use of these funds. The City or State of Ohio has the right to examine and audit all such records at any time upon reasonable notice. It is expected that the City will, at a minimum, receive an annual financial review and activity report from the CIC on the use of funds by NPOs.
12. The CIC 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 involving these funds by the NPOs.
13. The CIC shall prepare in writing and orally deliver to the City, an Annual Report covering the previous calendar year detailing the activities and accomplishments of the CIC and the use of all lodging tax funds. This Annual Report shall be submitted to the City Council prior to the end of the first quarter of each year. The CIC shall also make regular progress reports to the City updating the activities and accomplishments of the CIC and the use of all lodging tax funds.

SECTION III – CITY OBLIGATIONS

1. For the above said services, the City agrees to pay the CIC five and one half percent of said lodging tax, excluding interest earned on the funds. Said payment shall be remitted monthly to the CIC by the 1st 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 City shall be responsible for a prorated payment of existing CVB obligations or encumbrances in an amount not to exceed budget approval for that specified calendar year. Any 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 visitors bureau contracted for by, or operated by, the City.

SECTION V – MISCELLANEOUS PROVISIONS

1. This agreement may be changed only by an instrument in writing signed by both parties with sixty (60) days advance notice.
2. 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.
3. This agreement constitutes all promises, conditions, inducements and understandings between the City and the CIC.
4. 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.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this agreement to be executed on the ____ day of _____, 2008.

SIGNED IN THE PRESENCE OF:

WITNESS:

City of Gahanna

By: _____

Rebecca W. Stinchcomb, Mayor

Approved as to Form:

Gahanna Community Improvement Corporation

By: _____

Thomas L. Weber, City Attorney

Robert Matney, President

