

**2026-2028 Agreement between the City of Gahanna  
and the Gahanna Area Arts Council**

This agreement is between The **City of Gahanna**, Ohio, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter (hereinafter referred to as the City”) and the **Gahanna Area Arts Council**, a private, non-profit 501(c)(3) corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (hereinafter referred to as the “GAAC”). The City and GAAC may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, the City seeks to provide cultural and artistic opportunities for residents and visitors and to promote cultural vitality, civic engagement, and economic vibrancy through partnership with GAAC; and

WHEREAS, the GAAC has established itself as a leading advocate and implementer of arts programming, events, and outreach within the Gahanna community; and

WHEREAS, the City desires to provide GAAC with funding to further the Parties’ cooperative goals; and

WHEREAS, this Agreement defines funding commitments provided by the City to GAAC and the agreement of the Parties on the general use of such funds; and

WHEREAS, GAAC is the official arts agency for the City of Gahanna; and

WHEREAS, the Parties desire to enter into this Agreement to define the terms under which the GAAC shall provide certain services to the City to fulfill shared goals;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

**SECTION I – TERM**

1. This Agreement shall begin on the first day of June, 2026, and extending up to and including December 31, 2028. This Agreement will continue on a month-to-month basis upon expiration unless superseded by a new agreement or terminated pursuant to its terms.

**SECTION II – GAAC OBLIGATIONS**

1. GAAC shall collaborate with the City to deliver arts programming, events, and services that benefit residents, businesses, and visitors.

2. GAAC agrees to work in accordance with its mission statement: “the Gahanna Area Arts Council connects and enriches our community through participation in and engagement with the arts.” This work shall include, but shall not be limited to, the following:
  - 2.1 Planning and executing public art exhibitions, performances, and cultural events.
  - 2.2 Supporting local artists through calls for art, commissions, or grants.
  - 2.3 Providing arts education opportunities and workshops for residents of all ages.
  - 2.4 Promoting Gahanna as an arts and culture destination.
  - 2.5 Maintaining partnerships with schools, local businesses, and community groups.
  - 2.6 Performing the scope of services as outlined in Exhibit A.
3. GAAC shall prepare and deliver to the City an Annual Report by March 31 of each year covering the previous calendar year, detailing activities and accomplishments, including a complete schedule of expenditures of funds remitted to GAAC by the City, outcomes and participation metrics, and goals for the upcoming year.
4. GAAC shall maintain complete and accurate financial records. The City or State of Ohio reserves the right to audit these records upon reasonable notice. GAAC shall maintain comprehensive fiscal internal controls. The City reserves the right to request copies for review upon reasonable notice.

### **SECTION III – CITY OBLIGATIONS**

1. The City agrees to provide funding to GAAC in the amount of \$100,000 for 2026, \$150,000 for 2027 and \$150,000 for 2028, subject to annual appropriation by City Council. For master planning efforts, additional dollars may be requested by GAAC and are subject to appropriations by City Council.
2. Funds shall be used solely for expenses incurred in furtherance of this Agreement and consistent with GAAC’s mission and values.
3. The City will remit payment to GAAC within 30 days of an approved invoice submission or according to a mutually agreed-upon payment schedule.
4. The City agrees to collaborate with GAAC on communications, event planning, event support, promotions, and public information strategies to enhance visibility and impact of the arts initiatives.

5. The City shall provide the maintenance of its Public Art collection. All other requests for City services, including new installations of Public Art and event support, must be made to the City for consideration and may require a fee.

#### **SECTION IV – SCOPE OF SERVICES**

1. A detailed Scope of Work shall be included as Exhibit A and incorporated by reference herein. This exhibit will outline specific goals, deliverables, timelines, and reporting metrics.
2. Modifications to Exhibit A may be made in writing with mutual agreement of both Parties.

#### **SECTION V – TERMINATION**

1. Either Party may terminate this Agreement with no less than ninety (90) days written notice to the other Party.
2. Upon termination, GAAC shall be entitled to compensation for services satisfactorily performed to the date of termination. Any unused City funds shall be returned.
3. In the event of material breach by either Party, the Agreement may be terminated immediately, upon written notice and failure to cure within thirty (30) days.

#### **SECTION VI – MISCELLANEOUS PROVISIONS**

1. This Agreement constitutes all promises, conditions, inducements, and understanding between the City and GAAC.
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 modifications require 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 either party to seek redress for any breach or default of this Agreement shall not constitute a waiver and the Parties 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. By entering into this Agreement, the City does not intend to relinquish or waive any of the immunities it now has or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to the governmental entities and their officers and employees under Ohio Revised Code Chapter 2744.
8. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement of any present or future member, officer, agent, or employee of any Party in other than their official capacity, and no official or employee with authority executing this Agreement on behalf of any Party or any present or future member, officer, agent, or employee of any Party shall be liable personally by reason of the covenants obligations or agreements of the Parties contained in this Agreement
9. 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 executed this Agreement as of the day and year first above written.

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

Gahanna Area Arts Council  
81 Mill Street Suite 300  
Gahanna, OH 43230

BY:

BY:

\_\_\_\_\_  
Laurie A. Jadwin, Mayor

\_\_\_\_\_  
Christian Peck, Board President

Approved as to form:

\_\_\_\_\_  
City Attorney

## Exhibit A – Scope of Work

1. OPERATIONS AND FINANCE - GAAC will employ a professional team to coordinate the business of the Arts Council. Additionally, it will:
  - 1.1. Establish and implement strategic revenue and performance goals for all program.
  - 1.2. Maintain a Board of Directors to provide oversight and accountability in accordance with best practices.
2. MASTER PLANNING- In cooperation and collaboration with the City, GAAC will produce a master arts plan as identified in the City’s strategic plan, Our Gahanna. This may include but not limited to: Gathering input from community stakeholders, including residents, business owners, and City staff; Hiring experienced, reputable, City approved consultants and/or firms as necessary; Producing a final report and presentation of its findings at a place and time determined by the City.
3. ADMINISTRATIVE SUPPORT – GAAC staff will serve as administrative support for the Public Arts Advisory Committee (“PAAC”), including, but not limited to:
  - 3.1. Prepare submitted proposals and gather supporting materials for the PAAC as necessary.
  - 3.2. Provide advice and guidance to the PAAC regarding any works of public art.
  - 3.3. Prepare onboarding materials for new PAC appointees as assigned.
4. RECREATIONAL, ARTISTIC, AND CULTURAL PROGRAMMING
  - 4.1. The City and GAAC shall work cooperatively to provide a variety of arts and cultural opportunities to City residents and visitors. The Parties agree to coordinate programming to complement one another to avoid duplication of programs and services to the community. The City and GAAC further agree to cooperate in reciprocal facility use for recreation and cultural programs.
  - 4.2. GAAC will continue its role as the primary producer of its existing community arts programs, including Bright Blocks — a series of temporary mini murals placed along the Big Walnut Trail; Live at Headley Park — an annual concert series featuring some of Ohio’s cultural institutions.
  - 4.3. Beginning in 2027, GAAC will assume the role of primary producer for specific City community arts offerings for which GAAC could apply its state-granted funds, including: Summer music series as defined by the City; Other events as mutually agreed upon
5. GRANT FUNDING- The City and GAAC shall work cooperatively to identify and apply for eligible art grants toward capital improvement projects.