

**City of Gahanna and
Gahanna Community Improvement Corporation
2023 Agreement
Amended**

This Agreement (the “Agreement”) is made and entered into on _____, 20_____, by and between the City of Gahanna, Ohio (“City”), an Ohio Municipal Corporation, with offices at 200 S. Hamilton Road, Gahanna, Ohio 43230 and the Gahanna Community Improvement Corporation (“CIC”), with a mailing address of 200 S. Hamilton Road, Gahanna, Ohio 43230 for the services as detailed herein. The City and the CIC are collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, the City, on the _____ day of _____, 2020, adopted Ordinance _____, wherein the Mayor of the City of Gahanna, Ohio, is hereby authorized to enter into an Agreement with the CIC for the development of business retention, expansion and attraction strategies for the benefit of the citizens and for the economic vitality of the community thereof.

WHEREAS, the City, on the 19th day of May 2008, adopted Ordinance 0112-2008 authorizing the establishment of a CIC for the purpose of industrial, economic, civic, commercial, distribution and research development in the City.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and Agreements contained herein, the Parties, intending to be legally bound, agree as follows:

SECTION I – TERM

1. This Agreement shall be for a period of thirty-six (36) months, beginning on the first day of January 2022, and extending to and including the thirty-first of December 2024.

SECTION II – SCOPE OF CIC OBLIGATIONS

1. The CIC agrees to work cooperatively with the City, through its designated departments, to accomplish specific economic development goals and objectives of the City.
2. The CIC agrees to assist in promoting, encouraging, facilitating and incentivizing private investment and job creation activities within the City. These services shall include, but shall not be limited to, the following:
 - a. Effectively administer the obligations outlined within the Non-Recourse Loan Agreement, and other ancillary agreements, that were executed on November 24, 2009, by and between the CIC and Franklin County for the purchase of State of Ohio Air Quality Development Authority Taxable Revenue Bonds to fund improvements to the former Bedford 1 Landfill; and

- b. Oversee the obligations outlined within the Optical Fiber Use Agreement that was executed on May 24, 2010, by and between the City and the CIC and the First Amendment of the Optical Fiber Use Agreement that was executed on March 13, 2014, by and between the City and the CIC. According to Section 3 of the Optical Fiber Use Agreement, the City agrees to waive the payment for use of fibers; and
 - c. Manage the obligations outlined within the Network Service Agreement that was executed on August 6, 2010, by and between the CIC and Bluemile, Inc., which was assigned to WideOpenWest Finance, LLC in August 2013; and
 - d. Oversee the fiber optic business incentive program entitled GahannaNet in order to successfully attract and retain businesses within the City; and
 - e. Assist in the promotion and continued development of the commercial, historical, cultural, and natural resources including, but not limited to, the Creekside District and the Office, Commerce and Technology District; and
 - f. Assist in the preparation, compilation, printing, broadcasting, publishing, distribution and dissemination of information and data of all kinds which may be useful in furthering the purpose of economic development within the City; and
 - g. To promote and encourage the economic sustainability of the City; and
 - h. Implement the Gahanna Land Bank Program that was established through the Memorandum of Understanding passed on July 1, 2013, by Gahanna City Council. The CIC shall be the sole agent operating on behalf of the City that is responsible for implementing the Gahanna Land Bank Program. This responsibility shall include, but not be limited to, the following: requesting properties from the Franklin County Community Improvement Corporation; implementing development plans for targeted properties; negotiating with the private sector to secure the redevelopment of targeted properties; and all other activities necessary to implement the Gahanna Land Bank Program.
3. The CIC shall prepare in writing and orally deliver to the City an Annual Report that includes the following items: past year activities and accomplishments of the CIC; a complete schedule of the expenditure of funds made by the CIC; an Action Plan and Budget for the upcoming year's activities. This Annual Report shall be submitted to the City Council prior to the end of the first quarter of each year. In addition, the CIC may also make progress reports on achievement of the CIC's activities and accomplishments to the City as requested by Council.
4. The CIC 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. The CIC shall be solely responsible for the conduct of any such State audit and the cost thereof. It is expected that the City will, at a minimum, receive an annual financial review and activity report.

5. The CIC agrees to indemnify, protect, defend and hold harmless the City and its elected officials, officers, agents, employees, and volunteers from and against any claims, costs (including attorney's fees and court costs), expenses, damages, liabilities, losses or judgments arising out of, or in connection with, any claim, demand or action made by any third party, if such are sustained as a direct or indirect consequence of the execution of the CIC's obligations under this Agreement and are a direct or indirect result of the acts or omissions of the CIC and/or its staff, employees, agents, or guests.

6. The CIC agrees that funding received from the City under this Agreement shall be allocated by the CIC in its sole discretion, provided that such allocation is in pursuit of activities and obligations outlined in this Agreement.

7. The CIC agrees that funding received from the City under this Agreement shall be the full extent of funding received from the City for completion of the obligations expressed in this Agreement and that, in the event that other funding is requested from the City, it shall be provided under a separate Agreement.

SECTION III – CITY OF GAHANNA OBLIGATIONS

1. The City agrees to pay the CIC eligible expenses through the implementation of a Tax Increment Financing (TIF) strategy. The CIC shall receive administrative expenses for the efforts incurred to implement a TIF strategy according to Ohio Revised Code 1274.02(A)(11).
2. The City agrees to pay the CIC eligible expenses through the implementation of the Gahanna Land Bank Program. "Eligible expenses" shall include the purchase of land and costs associated with holding purchased properties through the program until transferred to the City or third-party for economic development purposes, such as demolition, security measures, hazard mitigation, environmental remediation, insurances, property taxes, utilities and utility removal disconnect, and general maintenance.;
3. The CIC will present costs to the City Finance Director for review, determination of eligibility, and payment. —No payment shall be made or due beyond those amounts appropriated by City Council pursuant to this Agreement.
4. The City agrees to provide to the CIC secure storage space to house physical documents at the 200 South Hamilton Road, Gahanna, Ohio 43230 facility.

SECTION IV – 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.
5. This Agreement shall be enforceable between the Parties. Unless otherwise expressly agreed to in writing by the Parties, no other person, entity, organization, or group shall have rights under this Agreement.
6. Unless agreed to by the Parties, no third party shall have any rights under this Agreement as a third-party beneficiary.
7. Whenever there is a conflict between any provision of this Agreement, and any new law, rule, or regulation, such law, rule, or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.
8. This Agreement shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the Gahanna City Code and the laws of Ohio. Any controversy of claim, whether based upon contract, statute, tort, fraud, misrepresentation, or other legal theory, related directly or indirectly to this Agreement, whether between the Parties, or of either of the Parties' employees, agents, staff, members, elected officials, or affiliates, will be resolved in the appropriate court in Franklin County, Ohio.

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

City of Gahanna

Gahanna Community Improvement Corp.

By: _____
Laurie A. Jadwin, Mayor

By: _____
President

Approved as to Form:

Raymond J. Mularski, City Attorney