

AGREEMENT

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 convention tax for the purpose of expending one eighth (1/8) of the four percent of collected hotel/motel tax for the purpose of encouraging and promoting tourism and visitors to the City of Gahanna.

WHEREAS, the City, on the ____ day of _____, 2000, 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 three (3) years, beginning on the _____ day of _____, 2000, and extending to and including the ____ day of _____, 2004.

SECTION II – CIC OBLIGATIONS

1. The CIC agrees to establish, staff, manage and maintain, if necessary, a Visitors and Convention Bureau. Said Visitors and Convention Bureau shall hereinafter be referred to as the "Bureau."
2. The CIC, through the Bureau, 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 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, political and natural resources, including 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 Bureau; 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 Bureau; and
 - f. To do all these things to promote and publicize the City to visitors.
3. The CIC agrees to form an Advisory Board; composition of such Board to be determined by the CIC but shall include one (1) representative designated by the Mayor with the approval of City Council; the remaining representatives shall be designated by the CIC. The CIC's designees shall be from local hotels, hospitality or retail sectors and are not required to be CIC members.

The Advisory Board shall on formation, establish rules of procedure on scheduling meetings and protocol for the Advisory Board.

4. The Bureau 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 Bureau for the next calendar year. These items shall include, but not be limited to, the Bureau's activities for the upcoming year and anticipated expenditures for such items. The Advisory Board shall approve the budget and Action Plan and then submit both documents to the CIC Board of Trustees for approval.

The CIC shall submit such to the Gahanna City Council on or before December 1st of each year, for the City's approval, the Bureau's budget and program for the next year.

5. The CIC agrees that all tax funds distributed for the operations of the Bureau shall be spent solely for the purpose of the Bureau. The CIC further agrees to be solely responsible for any deficit relative to operations of the Bureau.
6. The Bureau 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 Bureau, including a complete schedule of the expenditure of funds remitted to the Bureau by the City. This Annual Report shall be submitted to the City Council prior to January 31st of each year. The Bureau shall also make quarterly progress reports on achievement of the Bureau's activities and accomplishments.
7. The Bureau 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 Bureau.

SECTION III – CITY OBLIGATIONS

1. For the above said services, the City agrees to pay the CIC, toward the cost of operating the Bureau, one half of one percent of said convention tax, excluding interest earned on the funds. Said payment shall be remitted to the CIC by the 1st day of each month following collection or the next business day.
2. The City will not be responsible for making up any shortage if receipts from the convention 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 Bureau obligations or encumbrances in an amount not to exceed budget approval for that specified calendar year. Any and all monies remaining in Bureau 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 _____, 2000.

SIGNED IN THE PRESENCE OF:

WITNESSES:

City of Gahanna

By: _____
James F. McGregor, Mayor

Gahanna Community Improvement Corporation

By: _____
President

Approved as to Form:

Thomas L. Weber, City Attorney