

Draft Agreement

2020 Arts & Culture Agreement between the City of Gahanna and the Gahanna Area Arts Council

This agreement is between the City of Gahanna, Ohio, hereinafter referred to as the “City” and the Gahanna Area Arts Council, hereinafter referred to as the “GAAC”. The City and GAAC may be referred to individually as a Party or collectively as the Parties.

Witnesseth —

Whereas the City of Gahanna has declared a specific interest in creating a more “vibrant feel” for the entire community, especially the Creekside area.¹

Whereas the City of Gahanna has established Downtown Design Guidelines which call for the use of Public Art used to “add interest” and “a way of creating visual interest and a special identity to individual properties.” And furthermore, “Public art has the potential to enhance the site where it is located and to have a positive impact on the broader neighborhood and community.”²

Whereas the City of Gahanna has specifically identified the creation of an “Cultural arts center/district” as a key opportunity for development in the Creekside area.³

Whereas the City of Gahanna has specifically identified the “overall beauty of the City” as a key opportunity for future investment in the City.⁴

Whereas the City of Gahanna has recently expressed an interest in revisiting the stalled Strategic Plan for the City, to reevaluate the benchmarks established in the GoForward Gahanna Plan.

Whereas the City of Gahanna recognizes its responsibility to foster culture and the Arts, to encourage the development of existing residents as artists and craftspersons, and to attract the creative economy of the region, a \$9.1 Billion economic engine (and \$41 Billion industry statewide).

¹ Gahanna Land Use Plan, page 72, adopted September 16, 2019 — www.gahannalanduseplan.com

² Gahanna Land Use Plan, page 114-115, adopted September 16, 2019 — www.gahannalanduseplan.com

³ Gahanna Land Use Plan, page 38, adopted September 16, 2019 — www.gahannalanduseplan.com

⁴ Gahanna Land Use Plan, page 44, adopted September 16, 2019 — www.gahannalanduseplan.com

~~Whereas the City of Gahanna has enacted Gahanna City Code Section 165.02 (d)(3) to authorize a lodging tax expended for the purpose of “Any ... project or expenditure which would enhance the City’s appeal to visitors and tourists.”~~

~~Whereas the Gahanna Area Arts Council plans and organizes *Second Saturday Arts in the Alley*, a three-month community festival series that aids in and encourages the development of local Arts-based businesses and has historically drawn 50% of its attendees from outside the City of Gahanna.~~

~~Whereas the Gahanna Area Arts Council currently oversees the management and operations of a headquarters at the Momentum house (“Momentum”) on the premises located at 116 Mill Street, Gahanna, Ohio, 43230, which functions as a resource for residents and an attraction for visitors.~~

~~Whereas the Gahanna Area Arts Council has, since its inception, regularly and actively engaged stakeholders in the creative community, polling residents about interests and activity, collecting support in the form of donations from residents and businesses, researching best practices in the Arts with both National and State-level experts, identifying opportunities for Gahanna’s community and economic development using our peer cities as a model, and professionally and positively representing Gahanna as ambassadors of the Arts.~~

~~Whereas the City of Gahanna and the Gahanna Area Arts Council are working toward a sustainable long-term model for operating funds sufficient to fully support the local creative economy and create continued opportunities for area Artists — of every discipline — to flourish.~~

The Parties hereto 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 twelve (12) months, beginning on the first day of January 2020, and extending to and including the second day of January 2021. This Agreement will continue on a month-to-month basis unless terminated as stipulated in Section IV of this Agreement or unless replaced by a subsequent Agreement.

Section II — GAAC Obligations

1. The Gahanna Area Arts Council agrees to assume all administrative, financial and management responsibility for expanding resident participation in the Arts, attracting visiting artists and Arts patrons to Gahanna, and promoting the local creative economy.



3. The City will indemnify, defend and hold harmless GAAC and its successors and assignees, agents, officials, officers and employees from and against any and all claims, suits, proceedings, costs, judgments, awards, penalties, demands, liabilities, expenses (including court costs and reasonable legal fees), or damages (Claims) to real or tangible personal property and/or bodily injury to persons resulting from the negligence or willful misconduct and/or omission of its employees or agents.

Section IV — Termination

1. Either party to this Agreement may terminate the same upon the giving of ninety (90) days' written notice thereof to the other party, directed to the address stated herein.
2. In the event of termination, the City shall be responsible for any and all expenses GAAC has incurred as part of the implementation of the Scope of Services attached as Addendum 1 to this Agreement.
 - a. All revenue and/or monies generated by GAAC that are earmarked for these specific services after the termination date shall be directed to the General Fund of the City of Gahanna.
 - b. All revenue and/or monies generated before the termination date, whether earmarked or not, shall remain the holdings of GAAC.

Section V — Miscellaneous Provisions

1. This Agreement constitutes all promises, conditions, inducements and understandings between the City and the GAAC.
2. 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' written notice, unless waived in writing by both Parties.
3. 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.
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 either Party to seek redress for any breach or default of this Agreement shall not constitute a waiver, and either Party 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 otherwise unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision herein.

7. Neither Party hereto shall be deemed in breach of this Agreement if it is unable to complete the services or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, death, illness or incapacity of employees, or any local, state, federal, national or international law, governmental order or regulation or any other event beyond its control (collectively, "Force Majeure Event"). Upon the occurrence of any Force Majeure Event, a Party shall give written notice of its inability to perform or of any delay in completing the Services and shall propose revisions for completion of the services.

8. This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the United States and the State of Ohio. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association or other forum mutually agreed to by the parties. In all other circumstances, the parties specifically consent to the state and federal courts located in the state of Ohio.

Signatories

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the date of last signature below, and each signatory represents that it has the full authority to enter into this Agreement and to bind her/his respective party to all of the terms and conditions herein.

Signed *Date*

Signed *Date*

Signed *Date*

Signed *Date*

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

The Gahanna Area Arts Council
116 Mill Street, Gahanna Ohio 43230

Thomas R. Kneeland, Mayor
Shane W. Ewald, City Attorney

Kevin M.T. Dengel, GAAC Board President
Robert Bowers, GAAC Board Treasurer

Addendum 1

Scope of Services for Arts & Culture

The Gahanna Area Arts Council agrees to complete, to the best of its ability, the following services —

<i>Operations & Finance</i>	<ol style="list-style-type: none">1. Employ and/or manage a professional team for operations of the Momentum house and management of all events.2. Establish and implement revenue and performance goals and measurements for all 2020 programming, events, rentals, and retail merchandising.
<i>Strategic Vision & Planning</i>	<ol style="list-style-type: none">3. Create a vision plan specifically for Arts & Culture that promotes Gahanna's current artists and highlights opportunities to expand the creative economy.4. Collaborate with the effort to revisit GoForward Gahanna, facilitating consistent stakeholder communication and enhancing the strategic plan.
<i>Community Programming</i>	<ol style="list-style-type: none">5. Plan and implement a roster of programming at designed to engage Gahanna's current creatives and attract the regional Arts community.6. Plan and execute a large-scale mural on the West and/or North facade(s) of 53 Granville Street - acting as a welcoming entry point to our downtown.
<i>Marketing & Public Relations</i>	<ol style="list-style-type: none">7. Create awareness about the Gahanna Area Arts Council, Gahanna's creative economy, and the creative opportunities that exist in our City.8. Collaborate with local stakeholders to build upon existing partnerships and identify new relationships for marketing and development opportunities.