

**2013 Agreement between the
City of Gahanna and the Gahanna Convention & Visitors Bureau**

This agreement between the City of Gahanna, Ohio, hereinafter referred to as the "City" and the Gahanna Convention & Visitors Bureau, hereinafter referred to as the "CVB".

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 66.67 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 _____, 2012, adopted Ordinance Number _____, wherein the Mayor of the City of Gahanna, Ohio, is hereby authorized to enter into an agreement with the CVB 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 and more specifically downtown thereof in accordance with Gahanna City Code Section 165.02 (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, 2013, and extending to and including the second day of January, 2014. 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 – CVB OBLIGATIONS

1. The CVB agrees to establish staff, manage, and maintain, a destination marketing organization designed to attract visitors to Gahanna via product, events and promotions.
2. The CVB agrees to work in accordance with its mission statement: The CVB will promote Gahanna as a vibrant destination by connecting the people and places of our community to contribute to our economic prosperity. 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

EXHIBIT A

- b. The coordination and conduct of CVB-sponsored events that generate pedestrian and vehicular traffic to support Gahanna businesses; and
 - c. The provision of advice, direction, and assistance to persons desiring to visit or hold conventions, meetings and conferences in the City; and
 - d. The promotion of the commercial, historical, cultural, and natural resources, including but not limited to Downtown Gahanna, for tourism; and
 - e. The preparation, compilation, distribution and dissemination of information and data of all kinds which may be useful in furthering the mission of the CVB; and
 - f. The printing, broadcasting, publishing, distribution, and dissemination of information and data of all kinds which may be useful in furthering the mission of the CVB; and
 - g. To do all these things to promote and publicize the City primarily to potential visitors and secondarily to residents.
- 3. The CVB agrees to form a Board of Trustees; composition of such Board to be determined by the CVB but shall include four (4) City representatives to include the Mayor, Director of Planning & Development and Director of Parks & Recreation or their designees as well as one member of City Council. The remaining members of the board shall be appointed according to the code of regulations adopted by the Board of Trustees of the CVB.
- 4. The CVB agrees that 66.67 percent of the collected lodging tax will be distributed for the operations of the CVB and shall be spent solely for the purpose of the CVB. The CVB further agrees to be solely responsible for any deficit relative to operations of the CVB.
- 5. 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 the following calendar year. The CVB shall also make quarterly progress reports on achievement of the CVB's events, activities and accomplishments to the City Council. The CVB is further obligated to complete and accomplish, to the best of their ability, the duties as outlined within the Scope of Services, which is attached as Addendum 1 to this agreement. The duties within the Scope of Services are required to be approved by the Mayor's office prior to any funding being disbursed for fiscal year 2013.
- 6. 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 a financial report at each quarterly progress report as well as the final annual report.

7. The CVB 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.

SECTION III – CITY OBLIGATIONS

1. For the above said services, the City agrees to pay the CVB 66.67 percent of the collected lodging tax. Said payment shall be remitted monthly to the CVB 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 events/visitors bureau contracted for, 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 CVB.

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 _____, 2012.

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

BY:

Rebecca W. Stinchcomb, Mayor

Gahanna Convention & Visitors Bureau
167 Mill Street
Gahanna, OH 43230

BY:

Approved as to form:

Shane W. Ewald
City Attorney