

# ORDINANCE C-89-04

## AN ORDINANCE TO ENTER INTO AN AGREEMENT WITH THE GROVE CITY TOWN CENTER INC. AND APPROPRIATE \$20,000.00 FROM THE GENERAL FUND FOR THE CURRENT EXPENSE OF THE GROVE CITY MAIN STREET ORGANIZATION

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WHEREAS, by Resolution CR-73-03, Council agreed to assist in funding the Grove City Main Street Organization in the form of a dollar-for-dollar matching grant, not exceed \$20,000.00 annually for the years 2004, 2005, 2006 & 2007; and

WHEREAS, the Grove City Main Street Organization has received \$20,000.00 in grant monies and has requested the City's match; and

WHEREAS, it is necessary to enter into an Agreement for the purpose of providing said matching grant funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The City Administrator is hereby authorized to enter into an Agreement with The Grove City Center, Inc.

SECTION 2. There is hereby appropriated \$20,000.00 from the unappropriated monies of the General Fund for the Current Expense of a matching grant for The Grove City Main Street Organization.

SECTION 4. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

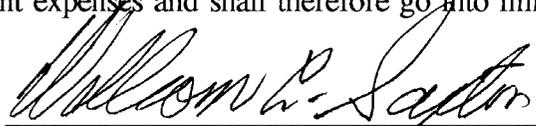
Passed: 10-04-04

Effective: 10-04-04

Attest:

I Certify that this ordinance is correct as to form.

I certify that there is money in the treasury, or is in the process of collection, to pay the within ordinance.



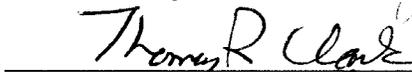
William E. Saxton, President of Council



Cheryl L. Grossman, Mayor



Tami K. Kelly, MMC, Clerk of Council



Thomas R. Clark, Director of Law



Robert E. Behlen, Director of Finance

**Contract Agreement  
Between  
The City of Grove City, Ohio**

**and**

**Grove City Town Center, Inc.**

**October 13, 2004**

## **AGREEMENT**

This Agreement made by and between The City of Grove City, a municipal corporation, hereinafter referred to as the "CITY", and the Grove City Town Center, Inc., Grove City, Ohio, an Ohio not-for-profit organization, hereinafter referred to as the "CONTRACTOR"; and,

**WHEREAS**, pursuant to Resolution No. CR-73-03, passed October 6, 2003, the City has agreed to assist in funding the Contractor in the form of a dollar-for-dollar matching Grant, not to exceed \$20,000.00 annually for the years 2004, 2005, 2006 and 2007; and,

**WHEREAS**, the amount of the annual matching Grant, not to exceed \$20,000.00 per year, shall be determined by the City Finance Director after he has reviewed the Contractor's annual statements; and,

**WHEREAS**, the Grant money to be contributed to said Contractor shall be subject to an annual appropriation to be passed by the City; and,

**WHEREAS**, the City recognizes the importance of continuing to improve, revitalize and develop the City Town Center and has supported the efforts of the Contractor in becoming an Ohio Main Street Community Organization for the purpose of stimulating the economic development and preservation in downtown Grove City, thereby lessening the burden of the City; and,

**NOW THEREFORE**, in consideration of the payments, promises and agreements, the parties hereto do mutually agree as follows:

### **SECTION I: SCOPE OF SERVICES**

As the official recognized representative of the City in the Downtown Ohio Aspiring Main Street Program sponsored by the State of Ohio, the Contractor agrees to:

- 1) Send a representative or representatives to a two-day Main Street Basic Training workshop for the Manager/Executive Director, and a minimum of six (6) Board or Committee Members on a yearly basis.
- 2) Send the Manager/Executive Director, to a minimum of three (3) to four (4) training workshops during each year.
- 3) Send Manager/Executive Director, with three (3) or more additional downtown/neighborhood volunteers, to one (1) or two (2) regional workshops on a yearly basis.

- 4) Send at least one (1) Board Member and/or the Manager/Executive Director, to the National Town Meeting on Main Street, the National Main Street Center's Annual Conference, on a yearly basis.
- 5) Promote and publicize the City's Town Center as a desirable location for businesses to locate, and to encourage the patronage of said businesses.
- 6) Develop both short-term and long-term plans and goals for both the operation of the Town Center and it's capital needs.
- 7) The Contractor will promote a comprehensive advertising and promotional plan in cooperation with the City and Town Center businesses to promote the Town Center and it's activities.
- 8) Exceptions to any of the provisions listed above can only be granted when, in writing, the Contractor provides the reasons for such delay on the latest date that such material will be provided. Written concurrence or rejection of such request can only be provided by the City Finance Director.

## **SECTION II: REPORTING AND EVALUATION PROVISIONS**

- 1) Submit to the Mayor and City Council an INTERIM REPORT outlining accomplishments, a schedule of work to be completed, and issues related to the activities identified in SECTION I so as to provide the City with a progress report. This INTERIM REPORT shall be submitted on or before July 1, 2005.
- 2) Performance as set forth in this Contract is essential to the life of this Contract. The CONTRACTOR shall submit to the Mayor and City Council an ANNUAL WRITTEN REPORT outlining the progress made in the activities identified in SECTION I so as to provide a substantive basis for program evaluation. This ANNUAL WRITTEN REPORT shall be submitted to the City on or before December 1, 2005, and on the same day of each year thereafter, and shall include: a statement of goals and objectives and the evaluation criteria by which such goals and objectives are measured; a listing of each of the CONTRACTOR'S program activities during the previous year; a financial statement listing receipts and expenditures for the previous year identified by each program activity; a proposed budget for the upcoming year which details the reasons for increases, or decreases, of financial or other resources in each of the program categories identified; and a listing of major activities and initiatives planned for the upcoming year.
- 3) Copies of all reports, per paragraph 2) above, shall be presented to each Member of City Council, the Mayor, the City Finance Director, the City Administrator, and a file copy (9 copies total).

### **SECTION III: TERM OF AGREEMENT**

The services of the CONTRACTOR are to commence immediately upon the execution of this Agreement and will be completed on or before December 31, 2007.

### **SECTION IV: COMPENSATION AND METHOD OF PAYMENT**

The City shall pay to CONTRACTOR on an annual basis, a matching grant, not to exceed \$20,000.00 per year. The amount of said payment shall be determined by the City Finance Director after his review of the Contractor's Annual Report(s), and shall be subject to an annual appropriation by City Council.

### **SECTION V: MISCELLANEOUS PROVISIONS**

- 1) Reference to Contractor. The CONTRACTOR as referred to in this Agreement, means the named party known by its present name and legal status or by a different legal status by virtue of a change of said name and status, but does not include any successor agency, assignee or special representative, unless consent is expressly given in writing by the CITY to an assignment or transfer to or an assumption by a successor, assignee or special representative of any obligations and benefits of said CITY of this Agreement. The CONTRACTOR shall provide appropriate documentation verifying corporate status and standing. The CONTRACTOR shall further provide appropriate certified documentation that the CONTRACTOR has been duly authorized to enter into this Agreement.
- 2) Representative of City. It is understood, stipulated and agreed that the City Administrator, of the CITY, or his designee, shall be the agent for the CITY in connection with any and all matters relating to this Agreement, including, but not limited to, notices given or received and approval or consent required.
- 3) Termination of Contract for Cause. If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Agreement, the CITY shall thereupon have the right to terminate this Agreement by written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the CONTRACTOR under this Agreement shall at the option of CITY become its property.

- 4) Termination for Convenience of Local Public Agency. The CITY may terminate this Agreement any time by a notice in writing from the CITY to the CONTRACTOR. If the Agreement is terminated by the CITY as provided herein, the CONTRACTOR will be paid a pro rata amount of the total compensation available under this Agreement determined by reference to this ratio of service rendered compared to the total services of the CONTRACTOR covered by this Agreement, less payment of compensation previously made, provided however, that if less than sixty percent of the services covered by this Agreement have been performed upon the effective date of such termination, the CONTRACTOR shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the CONTRACTOR during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement. Under no circumstances shall this reimbursement for services and out-of-pocket expenses exceed the maximum compensation as provided by SECTION IV herein.
- 5) Dissolution. In the event of termination for cause (or convenience) resulting in dissolution of the CONTRACTOR, and to the extent permitted by Ohio law and after payment of the outstanding debts and obligations of the CONTRACTOR, the CITY shall be entitled to direct the disposition of that portion of the CONTRACTOR'S remaining assets that bear the same proportion to the whole of the remaining assets as did the funds received pursuant to this Agreement in relation to the total revenue of the CONTRACTOR in the most recently closed fiscal year.
- 6) Changes. Circumstances may dictate, from time to time, changes in conditions surrounding this Agreement. Such changes, which are mutually agreed upon by and between the CITY and the CONTRACTOR shall be incorporated in written amendments to this Agreement, if properly authorized by ordinance of Grove City Council.
- 7) Non-Assignment of Agreements. The CONTRACTOR shall not assign or transfer any interest in this Agreement, without prior written consent of the CITY. Provided, however, that claims for money due or to become due to the CONTRACTOR from the CITY under this Agreement may be assigned to any financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.
- 8) Severability. In the event that any provision of this Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions and each other provision.

- 9) Audits and Inspections. At any time during normal business hours and as often as the CITY may deem necessary, there shall be made available to the CITY and/or their representatives for examination all of the records of the CONTRACTOR with respect to all matters covered by this Agreement and the CONTRACTOR shall permit the CITY and/or their representatives to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The CONTRACTOR shall submit to the City Finance Director, a report containing financial statements prepared in accordance with generally accepted accounting principles audited by independent certified public accountants. Such report shall cover the entire fiscal year of the CONTRACTOR and be submitted to the City Finance Director.
- 10) Records and Audits. The CONTRACTOR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY to assure proper accounting for all purposes as provided in numbered Paragraph 9 of this Section V and shall be retained for three (3) years after the expiration or termination of this Agreement, unless permission to destroy them is granted by the CITY.
- 11) Open Meetings and Minutes. Assure that regularly scheduled meetings of the Board of Trustees will be open to the public and printed minutes of those meetings will be available for public review.
- 12) Accounting Procedures and Contracts. The CITY reserves the right of approval of the CONTRACTOR'S accounting procedures as well as any of the contracts for accounting services, which approval the CITY agrees shall not be unreasonably withheld.
- 13) City Income Tax. The CONTRACTOR hereby agrees to withhold all City income taxes due and payable under appropriate provisions of the Grove City Code, for wages, salaries and commissions paid to it's employees and further agrees that any of it's subcontractors shall be required to agree to withhold any such City incomes taxes due under said Code for services performed under this Agreement.
- 14) Prohibition Against Political Activity. The CONTRACTOR shall not use any funds provided by this Agreement for publicity or propaganda purposely designed to support or defeat candidates for public office or to support any elected officeholder. Nor shall these funds be utilized to support or defeat any publicly voted issue campaign, levy, initiative, or referendum. Nothing herein shall be

deemed to prohibit CONTRACTOR from engaging in political activity, as herein defined using funds received from sources other than the CITY under this Agreement.

- 15) Prohibition against Payments to Trustees or Officers of the CONTRACTOR or Public Officials. None of the funds receivable by the CONTRACTOR pursuant to this Agreement shall inure to the benefit of, or be distributable to, (a) it's trustees or officers, or (b) any official or employee of the CITY, except that the CONTRACTOR shall be empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the obligations of the CONTRACTOR pursuant to this Agreement.
  
- 16) Compliance with Laws. The CONTRACTOR agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. The CONTRACTOR accepts full responsibility for payment of all taxes; including, without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the CONTRACTOR in the performance of the work authorized by this Agreement. The CITY shall not be liable for any taxes under this Agreement. When required by the CITY, the CONTRACTOR shall furnish one (1) copy of it's Worker's Compensation Insurance Certificate.
  
- 17) Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend the City of Grove City, and all officers, agents and employees of said City, from and against all liability, judgment or claims of whatever nature arising out of, or in any manner related to the negligent acts or omissions of the CONTRACTOR, it's agents or employees' use of, or occupancy, or operations upon the demise of other assigned premises, or CONTRACTOR activities anywhere in connection with the operations permitted under this Agreement. Each party hereto shall give to the other, prompt and timely written notice of any claim made or suit instituted coming to it's knowledge which may in any way, directly or indirectly, contingently or otherwise, affect either, and both have the right to participate in the defense of same to the extent of it's own interest. Approval of policies by the CITY shall in no way affect or change the terms and conditions of this Indemnity Agreement.

## **SECTION VI: EQUAL OPPORTUNITY**

- 1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are

employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or termination; rates of pay or other forms of compensation, and selection for training. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this equal opportunity clause.

**IN WITNESS WHEREOF**, the parties have executed this Agreement, have hereto set their hands and seals and have executed this Agreement this 13<sup>th</sup> day of OCTOBER, 2004.

Grove City Town Center, Inc.

City of Grove City, Ohio

By: Christa Longbrake  
Christa Longbrake

By: Leslie A. Bostic  
Dr. Leslie A. Bostic, City Administrator

Approved as to form and correctness:

Thomas R. Clark  
Thomas R. Clark, Director of Law