

ORDINANCE NO. 21-098

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR LICENSE AGREEMENT WITH CREATIVE OUTDOOR ADVERTISING OF AMERICA, INC. OF TAMPA, FLORIDA, FOR THE DOWNTOWN RECYCLING PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission previously approved a Public Space Recycling Agreement with Greener Corners, LLC, of Rutherford, New Jersey, for the implementation of a public space recycling program for a term of ten (10) years by Ordinance No. 11-048, passed on May 23, 2011, and this agreement will be expiring on July 7, 2021; and

WHEREAS, during the term of the agreement, Greener Corners, LLC, was purchased by Creative Outdoor Advertising of America, Inc. and assumed responsibility for all aspects of the contract; and

WHEREAS, since 2011, recycling has drastically changed and various types of material are no longer a profitable business and City Staff has investigated several options to minimize costs related to downtown recycling and has determined that Creative Outdoor Advertising of America, Inc. is the best option considering the number of visitors that frequent downtown and the potential increase in plastic cups with the impending DORA as well as capital costs, maintenance costs, annual labor costs, and weekly landfill tipping fees; and

WHEREAS, pursuant to the agreement, the City will pay \$500.00 per unit per year for the disposal of waste and recyclable materials from the waste receptacles for a period of five (5) years with the option to extend for successive one-year terms for an additional five (5) years; and

WHEREAS, the annual cost for the recycling bins and services is \$15,000.00, based on a total of thirty (30) bins, which is subject to change upon adjustments in the number of bins necessary to accommodate downtown, and these costs will be paid with funds to be allocated in the Horticulture Division's operating budget; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow for the continued recycling services in the downtown as the current contract expires on July 7, 2021; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take

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immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to enter into a five (5) year License Agreement with Creative Outdoor Advertising of America, Inc. of Tampa, Florida, for recycling bins for the continuation of a downtown recycling program, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the objectives of this Ordinance.

Section 2. The City Manager and/or Finance Director is authorized and directed to expend funds for the recycling bins at a cost of Five Hundred and 00/100 Dollars (\$500.00) per bin annually to Creative outdoor Advertising of America, Inc. of Tampa, Florida, and in an amount **not to exceed** Fifteen Thousand and 00/100 Dollars (\$15,000.00) for the first year based on a total of thirty (30) bins.

Section 3. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provids such holding shall not affect the validity of the remaining portions thereof.

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its

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adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.



RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION



ATTEST:

MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: June 28, 2021

LICENSE AGREEMENT

This License Agreement (the "Agreement") is made and entered into on this ____ day of ____ in the year _____, by and between the CITY OF SANDUSKY (hereinafter called "the City") and CREATIVE OUTDOOR ADVERTISING OF AMERICA, INC. (hereinafter called "COA").

WHEREAS COA is engaged in providing Streetscaping™ Amenities and related appurtenances and selling advertising space thereon for the purpose of advertising goods and services;

AND WHEREAS COA has asked The City of SANDUSKY for the privilege of placing such street amenities on untraveled portions of public highways and city-owned properties within the jurisdiction of THE CITY of SANDUSKY as shown on Exhibit A.

NOW THEREFORE IN CONSIDERATION OF the parties do hereby agree as follows:

DEFINITIONS

1. For the purposes of this Agreement,
 - 1.1. "**Street Furniture**" means the actual piece of functioning street furniture placed by COA within the City right of way such as the seating, recycling container, bus shelter, bike rack, trash can, or newspaper box organizer with integrated trash receptacles and/or recycling containers
 - 1.2. "**Amenities**" means: MetroBin Units installed by COA, (where agreed upon), advertising faces, and; for maintenance purposes, an area of three feet surrounding all visible vertical sides of each piece of street furniture, except where the 3 feet surrounding encroaches upon a mounting pad or piece of street furniture provided or installed by a 3rd party. The parties agree that the style and design of the Amenities provided are to be approved by the CITY MANAGER.
 - 1.3. "CITY " and "CITY (s)" means the incorporated municipal entity known as THE CITY of SANDUSKY.
 - 1.4. "CITY MANAGER" means THE SANDUSKY CITY MANAGER or his or her designee.

TERM

- 1.5. The term of this Agreement shall be five (5) years (the "Term") unless terminated earlier

pursuant to the terms of this Agreement.

- 1.6. The term length as set out in clause 1.5 will commence at COA's receipt of the municipal authorizations required to install the Amenities pursuant to this Agreement. The CITY will not count the wait period towards this Agreement term.
- 1.7. Providing that COA has met all of the contractual obligations hereinafter contained, COA and the City may agree to extend the term of the Agreement for successive one-year terms at the end of the original term of the contract up to an additional five (5) years.
- 1.8. The CITY MANAGER agrees to provide COA with notice, in writing, of the intent NOT to extend this agreement under the same terms and conditions, at ninety (90) days before the expiry of this agreement.

INSTALLATIONS & MAINTENANCE

2. COA agrees during the construction or installation of the Amenities to keep each location in a clean and orderly condition and remove all waste and unusable material from each location upon completion of the construction or installation of each Amenity or as required by the CITY MANAGER.
3. COA shall be solely responsible for obtaining all authorizations and the like before any Amenity is installed and for any other work undertaken by COA pursuant to this Agreement. Any fees paid for such authorizations shall be deducted from revenue paid to the CITY.
4. THE CITY agrees to permit COA to install amenities on untraveled portions of public highways and city-owned properties within the jurisdiction of the SANDUSKY:
 - 4.1. COA agrees to install Amenities at locations described in Exhibit A that are agreed upon by COA and approved by THE CITY MANAGER.
 - 4.2. Amenities will be placed at locations within THE CITY as mutually determined by THE CITY Manager and COA. Both THE CITY MANAGER and COA may request sites anywhere in the THE CITY, but final approval of all sites rests with THE CITY MANAGER.
 - 4.3. Amenities cannot be placed within the traffic sight triangle.
5. Amenities must not interfere with the pedestrian right of way.
6. COA shall maintain all Amenities as defined herein in good repair and is solely responsible for ensuring the provision of normal maintenance to those amenities as follows:

- 6.1. to keep the grass trimmed,
- 6.2. to keep the area free of debris,
- 6.3. to keep the Amenities clean and free of graffiti, and
- 6.4. to inspect amenities for damage during regular maintenance and make arrangements for timely repair.

COA shall provide normal maintenance to the amenities once a month or as often as reasonably required, limited to a maximum of 1 visit per week. If an Amenity requires more than 2 visits per week, the contractor has the right to remove the Amenity or the CITY and Contractor may reach a mutually agreeable alternative solution.

7. COA agrees to continuously maintain all Amenities and keep them free from damage and to protect the property of THE CITY from injury or loss.
8. THE CITY during its regular removal of snow shall NOT leave or place accumulated snow on the COA Amenity and between the COA unit and the street. Nor shall THE CITY leave or place the accumulated snow on the approaching side of the COA Amenity . (We simply ask for best efforts).
 - 8.1. COA is NOT responsible for the removal of snow placed on or around the Amenity by THE CITY and/or private plows. In addition THE CITY agrees that it is responsible for the sanding and salting of the sidewalks and the area around the COA street furniture including the pad, when warranted.
9. The CITY agree to enforce applicable ordinances with regards to private plows pushing snow onto the COA pad and/or with regards to the placement of larger than casual volumes of trash or leaving household trash bags on COA pads.
10. COA undertakes to empty, remove and dispose of waste and recyclable material from the waste receptacles.
 - 10.1. THE CITY agrees to pay COA \$500 per Amenity (“Metro Bin unit”) per year for COA to collect, remove, and dispose of waste and recyclable material from the Amenities.
 - 10.2. COA will utilize see-through collection bags during removal of waste and recycling materials from the amenities.
 - 10.3. COA will utilize a properly-licensed vehicle for the removal and disposal of waste and recyclable materials from the waste receptacles.

- 10.4. The CITY undertakes to approve and provide at no cost, the necessary licenses for COA to collect waste and recyclable material from the Amenities on behalf of the CITY.
11. It is acknowledged by the parties that, in the selection of each location, consideration will be given to the convenience of the public. It is further acknowledged that the placement of the Amenities shall be in such a manner so as not to obscure signs, transit stops or interfere with the visibility or effectiveness of advertising on transit shelters. The placement of all Amenities must be approved by the CITY MANAGER although COA has the right to refuse to install at any location. The CITY will permit 90 degrees installations provided space allows and the placement does not impede sidewalk traffic or otherwise create a danger to citizen
12. COA shall comply with all requirements of THE CITY with respect to parking and street occupancy during all installations and maintenance of Amenities.
13. COA will not service the amenities that are inaccessible by vehicle during special events due to road closures and other unforeseeable reasons, THE CITY and / or The Event Organizers must supplement our collection.

EMERGENCY REPAIR - MAINTENANCE

14. THE CITY may provide written notice to COA when any Amenity requires regular maintenance or repair and COA, as soon as is reasonably possible, and not later than 48 hours after the receiving of such notice, shall undertake the maintenance or repair required at COA's sole expense. If the Amenity is damaged to the extent it cannot be repaired, the Amenity shall be replaced with a new style of the CITY's choosing.
15. THE CITY may provide written notice to COA when any Amenity requires emergency maintenance or repair if its condition is such that, in the CITY MANAGER's sole opinion, the condition renders a serious danger to the public. In such an event, COA as soon as possible and not later than 24 hours after the receiving of such notice, repair and make safe the Amenity at COA's sole expense and to the satisfaction of the CITY MANAGER.

REMOVAL AND RELOCATION

16. COA acknowledges and agrees that THE CITY shall have the right to order the removal or relocation of any Amenity installed within the jurisdiction of THE CITY . COA agrees to remove or relocate any such Amenity within 48 hours of THE CITY giving notice to COA. COA shall restore the site from

which the Amenity was removed to the condition the site was in immediately prior to the installation of the Amenity and to the satisfaction of the CITY MANAGER. Such removal, relocation and restoration shall be at no expense to THE CITY and all such costs associated therewith shall be borne and paid by COA. Where COA fails to remove or relocate such Amenity within 48 hours or where COA fails to restore the site as required, THE CITY may arrange for such removal, relocation and restoration and COA shall be solely responsible for paying THE CITY all costs incurred by THE CITY for such work.

17. COA shall have the right to move and relocate the Amenity and relocate it to a location mutually agreed upon by both parties, if it is subjected to vandalism or otherwise incurs excessive damage. If either THE CITY or COA determines that any location presents a safety hazard, the parties shall promptly agree upon a new location for that amenity and COA shall relocate the amenity within two (2) business days.

17.1. If COA determines the original location lacks sufficient advertising interest, COA reserves the right to remove the amenity and will make best effort to find a suitable alternative location. THE CITY has the option to purchase the amenity from COA to keep the existing amenity in place. Should the amenity be sponsored at a later date, COA will share an annual revenue payment with the CITY.

REVENUE

18. COA shall not pay any revenue to the CITY for the duration of this agreement.

EXCLUSIVITY

19. COA shall have the exclusive right to supply advertising on the Advertising Amenities described under this Agreement during the Term provided the Agreement is in good standing.

REGULATION OF ADVERTISING COPY/STANDARDS

20. COA covenants and agrees that all sponsorship panels must be aesthetically pleasing and fit into the environments in which they are placed. Sponsorship panel copy and design must not contain any material, language, representation or image which discriminates on any prohibited grounds of discrimination as set out in the Human Rights Code, and all advertising copy and design must comply with Advertising Standards Codes and Guidelines including but not limited to the American Code of Advertising Standards and with all laws, city ordinances, and city policies. Advertisements shall not:

- 20.1. contain inaccurate or deceptive claims or statements;
 - 20.2. present products prohibited from Sale to minors in such a way as to appeal particularly to persons under legal age;
 - 20.3. present demeaning or derogatory portrayals of individuals or groups;
 - 20.4. take a stand on controversial societal issues;
 - 20.5. exploit violence or sexuality;
 - 20.6. promote tobacco products;
 - 20.7. interfere with the operation of equipment of the provision of programs and services; and
 - 20.8. violate or conflict with any existing THE CITY policies or any new policies which may be adopted.
21. COA shall remove any advertising that is deemed by the CITY MANAGER in his or her sole discretion not to comply with the provisions herein or is otherwise objectionable within 24 hours of THE CITY giving COA notice, failing which THE CITY may remove such a panel at the sole expense of COA.

PROVISION OF PROMOTION AMENITIES & TERMS

22. COA agrees to make accessible to THE CITY (upon 30 days written notice), 10% of the unsold, available amenities of THE CITY under this Agreement during any month for use by THE CITY (or their agencies) free of charge for public service messages or advertising for municipal purposes. THE CITY will be responsible for the cost of designing, producing and supplying such public service messages or municipal advertising to COA. COA will be responsible for installation and removal of the advertising at COA's sole expense. COA will install THE CITY messaging on the 15th of the month following the date of receipt of a final copy of THE CITY messaging. COA will install all CITY promotional messaging as a part of its regular posting procedures. Signs will be installed and removed ONLY on the 15th of each month following the date of receipt of a finished copy of CITY messaging.

OWNERSHIP

23. COA shall provide Amenities (where space requirements permit), and retain the full ownership. COA shall be solely responsible for the maintenance and repair of the Amenities provided.
24. It is agreed that Amenities provided under this Agreement will remain the property of COA and on

the termination of this Agreement shall be removed by COA or otherwise disposed of, unless otherwise agreed to by the parties in writing, and COA shall restore the sites to the condition they were in immediately prior to the installation of the Amenities, all at COA's sole expense.

TERMINATION

25. If COA neglects or fails to carry out or to comply with any of the terms, covenants, undertakings or conditions of this Agreement, the CITY MANAGER may, after having given written notice to COA of such default and which default was not corrected to the satisfaction of the CITY MANAGER within 30 days of the notice being given, terminate this Agreement by giving 90 days notice in writing to COA and this Agreement shall be deemed to be terminated on the day specified in the notice and on termination. Upon such notice having been so delivered or sent, COA shall forthwith at COA's entire expense remove all Amenities. The sites from which the Amenities were removed shall be restored at COA's expense to the condition they were in immediately prior to the installation of the Amenities and to the satisfaction of the CITY MANAGER.
26. Where COA fails to remove any Amenity or to restore any site as required by this Agreement at the termination of this Agreement or as otherwise required under this Agreement, THE CITY may arrange for the removal of all or any of the Amenities and the related site restoration and COA shall be solely responsible for paying to THE CITY all reasonable costs incurred by THE CITY for such work.
27. COA or THE CITY may terminate this Agreement for convenience at any time and for any reason. Either party shall give a minimum 60 days' notice in advance of the date of termination for convenience. The Agreement shall terminate and the parties shall have no further liability to each other except for obligations outstanding at the time of the effective date of the termination of this Agreement. The terms of this Agreement shall remain in effect until the date of termination.

NOTICE

28. The parties hereto further agree that all notices, demands and requests in writing may be sent by ordinary prepaid mail or by email to:

To: CITY of SANDUSKY
Name / Title: Aaron Klein, P.E., Director of Public Works
Address: 240 Columbus Ave
SANDUSKY, OHIO, 44870
Email aklein@ci.sandusky.oh.us

COA: Creative Outdoor Advertising
Municipal Affairs
8875 Hidden River Parkway, Suite 300
Tampa, Florida, 33637
Email: Municipal@CreativeOutdoor.com

29. Service by mail shall be deemed effective the 3rd day after mailing and service by fax shall be deemed upon sending by fax. Each party shall ensure that the other party is notified in writing immediately of any changes in the contact information above.

ACTS OF GOD

30. Any delays in or failures of performance by a party under this Agreement shall not be considered a breach of this Agreement if and to the extent caused by occurrences beyond control of the party affected, including but not limited to: acts of god, epidemics, changes in regulations or laws by any government, strikes or other concerted acts of workers, fires, floods, war, civil commotion, shortages of labor, materials or equipment; and any time for performance hereunder shall be extended by the actual time of delay caused by such occurrence.

INSOLVENCY

31. It is further agreed that should COA become insolvent, bankrupt, unable to pay its debts, make an authorized assignment, or compromise to their creditors and be unable to perform their duties under this Agreement, THE CITY without prejudice to its other lawful rights and remedies may forthwith terminate this Agreement by written notice and the time limit set forth in Clause 27 of this Agreement shall be waived.

ASSIGNMENT

32. COA may not assign their rights or obligations under this Agreement, or portions thereof without the written approval of THE CITY which not be unreasonably withheld.

INDEMNITY

33. Notwithstanding anything else contained in this agreement and except as provided expressly below in this paragraph, COA will not be liable or obligated to THE CITY or any other person or entity with respect to any matter or thing relating, directly or indirectly, to this agreement under any contract, negligence, strict liability or other legal or equitable theory for any indirect, incidental, special or

consequential damages including, without limitation, any capital expenditures, reliance costs, lost profits, lost revenues or lost business opportunities even if the parties hereto had been advised of the possibility of such damages. Subject to the foregoing exclusions, COA aggregate liability in connection with or arising, directly or indirectly, out of or from this agreement and its performance or non-performance shall not exceed, under any circumstances whatsoever, in aggregate the greater of (a) the aggregate amount paid by COA to THE CITY pursuant to this agreement as of the date of any claim made against COA by THE CITY hereunder and (b) the stated face amount of any letter of credit, performance bond or similar instrument provided to THE CITY by COA (or provided to THE CITY by any financial institution or insurance or bonding company on behalf of COA) as security for the performance by COA to THE CITY of its obligations under this agreement.

34. COA shall be responsible for any and all damages, or claims for damages for injuries or accidents done or caused by it or its employees or contractors, or resulting from the prosecution of the work, or any of its operations, or caused by reason of the existence or location or condition of the work, or of any materials, paint or machinery used hereon or herein or which may happen by reason hereof, or arising from any failure, neglect or omission on their part, or on the part of any of their employees or contractors, to do or perform any or all of the several acts or things required to be done by it or them under and by this Agreement. COA covenants and agrees to hold THE CITY harmless and indemnified for all such damages and claims for damage; and in case COA's failure, neglect or omission to observe and perform faithfully and strictly, all the provisions of this Agreement, THE CITY may, 30 days after having given notice in writing of such failure, neglect or omission, take such steps, procure such material, items, trucks and workers and so such work or things as they may deem advisable toward carrying out and enforcing the same and may, to the extent of the costs thereof, charge these costs back to be paid by COA and may recover such costs in any court of competent jurisdiction as a debt due and owing by COA to THE CITY .
35. COA covenants and agrees to, from time to time and at all times hereafter, well and truly save, defend and keep harmless and fully indemnify THE CITY and their officers, servants or agents, from and against all actions, suits, claims, liens, and demands which may be brought against or made upon THE CITY , their officers, servants, or agents and of, from and against all loss, costs, charges, damages and expenses which may be paid, sustained or incurred by THE CITY , their officers, servants by reason of, or on account of or in consequence of the execution and performance of the contract work, or the non-execution or imperfect execution of the contract work or the supply or

non-supply of the work or otherwise by reason of or arising out of the right to occupy portions of the untraveled public highways hereby granted and COA will pay to THE CITY or any of their officers, servants or agents, on demand, as the case may be, which may be paid, sustained or insured by the suits, claims, liens, executions or demands and all monies paid or payable by THE CITY or such officers, servants, or agents in settlement or in discharge thereof or on account, thereof and that in default of such payment all loss, costs, changes, damages and expenses and all monies so paid or payable by THE CITY or such officers, servants, or agents may or may be recovered from COA in any Court of competent jurisdiction as monies paid at COA's request and COA hereby authorize and empower THE CITY or thereafter their solicitors for the time being to settle or compromise as THE CITY or their solicitors may deem expedient, any actions, suits, claims, liens, executions or demands which may be brought against or made upon THE CITY , their officers, servants, or agents by reason of, or on account of or in performance of the Agreement and the performance of the Agreement or the non-execution or imperfect execution of the contract work and the supply or non-supply of the contract work or otherwise by reason of or arising out of or as a result of this Agreement or the permission to occupy portions of the highways hereby given.

36. In addition to and without limiting any of the other indemnification obligations of COA pursuant to this Agreement, COA covenants to indemnify and save harmless THE CITY from any and all claims, liabilities, damages, costs, expenses, suits or actions, or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner resulting from any claim relating to the placement or removal of advertisement(s) on any Amenities and to inventions, copyrights, trademarks, patents, industrial designs and rights thereto used in the work done or in the advertising placed on the Amenities, provided that COA shall have no obligation of indemnity hereunder with respect to any advertisement supplied to COA by THE CITY .

INSURANCE

37. COA agrees to procure and maintain for the duration of this agreement, liability insurance relative to each Amenity installed in which THE CITY is a named insured equal to or in excess of the following minimum requirements and COA further agrees to file with THE CITY and, a copy of the certificate of Liability Insurance evidencing such requirements. The Liability insurance policy shall:

- 37.1. Have a limit of liability of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for any one occurrence and the amount of such liability insurance shall be increased at the request of THE CITY based on reasonable grounds acceptable to COA;

- 37.2. Be comprehensive Liability Insurance covering all operations and liability assumed under this Agreement;
- 37.3. Not contain any exclusions or limitations in respect of shoring, underpinning, razing or demolition of any building or structure, collapse of any structure or subsidence of any property, structure or land from any cause;
- 37.4. Contain a cross-liability clause;
- 37.5. COA shall be responsible for deductible amounts (which amounts shall be mutually satisfactory to COA and THE CITY) under the policies.

AGREEMENT DEFINITION

- 38. No amendment of this Agreement shall be deemed valid unless effected by a written amendment signed by both parties and no waiver of rights of any kind under this Agreement shall be effective unless in writing by the party for whom they are a benefit.
- 39. This Agreement shall be subject to, and interpreted in accordance with the State of OHIO.
- 40. Clauses 36 to 39 shall survive termination or expiration of this Agreement, and shall continue in full force and effect subsequent to and notwithstanding such termination or expiration until or unless they are satisfied, by their very nature expire, or they are waived in writing by the party for whom they are a benefit.
- 41. This Agreement constitutes the entire Agreement between the parties to this Agreement and supersedes any prior agreements and understandings, oral or written.
- 42. The parties agree and expressly confirm that the CITY has conferred upon COA certain exclusive license rights to use municipal lands in connection, and solely in accordance, with the terms of this Agreement and COA has no leasehold and/or tenancy and/or other interests or rights of any nature or kind whatsoever in any real property of the CITY in connection with the execution, delivery and/or performance of this Agreement by the parties. Further, should the CITY or ANY agency on behalf of the CITY levy any form of occupancy or property tax of any kind on; or associated with; the product supplied under this agreement, the CITY shall be responsible for the payment of such taxes.
- 43. COA shall be responsible for all property taxes levied in association with any premises occupied by COA that are not located on CITY property.

44. Use of the word "will" or "shall" in this Agreement creates a mandatory obligation.
45. The insertion of headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.
46. All contracts, whether of employment or otherwise, entered into by COA with respect to this Agreement, including without limiting the generality of the foregoing, agreements with a Third Party, shall be made by COA as principal and not as agent of the CITY and the CITY shall have no liability thereon.
47. Should any provision of this Agreement be void, voidable or unenforceable for any reason whatsoever, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall remain in force and be binding as though the said provision had not been included.

DRAFT

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

Dated at _____ this _____ day of _____, 2021.

CITY of SANDUSKY

Name: _____
Title: _____

Dated at _____ this _____ day of _____, 2021.

CREATIVE OUTDOOR ADVERTISING

Name: _____
Title: _____

I have the authority to bind the corporation

Approved as to Form:

Brendan L. Heil (#0091991)
Law Director, City of Sandusky

