

ORDINANCE NO. 23-012

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SPONSORSHIP AGREEMENT WITH THE LIBRARY ASSOCIATION OF SANDUSKY, OHIO, FOR PROGRAMMING EVENTS AT THE JACKSON STREET PIER IN 2023; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Sandusky Library is a beneficiary of The Norbert A. Lange and Marion Cleaveland Lange Trust and under the terms of the trust instrument, income received by Sandusky Library must be used by it in the promotion of cultural and educational enterprises in the City of Sandusky and the adjacent area within Erie County, Ohio; and

WHEREAS, the City Commission approved Sponsorship Agreements with the Library Association of Sandusky, Ohio, for programming events at the Jackson Street Pier during 2021 by Ordinance No. 21-090, passed on June 14, 2021, and during 2022 by Ordinance No. 22-009, passed on January 24, 2022; and

WHEREAS, the City and the Sandusky Library desire to continue the collaborative relationship to facilitate the presentation of Programming Events during the 2023 calendar year, in which the City will host the events and the Sandusky Library will, in part, sponsor the event by providing funding, through eligible Lange Trust income, for certain customary and reasonable expenses incurred in providing such cultural and educational programming; and

WHEREAS, pursuant to the agreement, the Lange Trust will provide up to \$50,000.00 in reimbursable funds to the City to assist with the curation of cultural events at the Jackson Street Pier in calendar year 2023; 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 immediately execute the agreement and allow the City to continue with budgetary and event plans at the Jackson Street Pier this year; 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 Division of Recreation, 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 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 be and hereby is authorized to execute a Sponsorship Agreement with the Library Association of Sandusky, Ohio, for the sponsoring of programming events at the Jackson Street Pier in 2023,

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substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and 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 terms of this Ordinance.

Section 2. 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 provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. 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 4. 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 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: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: January 23, 2023

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the "Agreement") is made and entered into on this ___ day of _____, 2023, by and between the **City of Sandusky** (the "City"), and **THE LIBRARY ASSOCIATION OF SANDUSKY, OHIO** (the "Sandusky Library") (collectively the "Parties").

WHEREAS, the City and Sandusky Library desire to provide cultural and educational programming events to benefit the citizens of the City of Sandusky and Erie County ("Programming Events");

WHEREAS, Sandusky Library is a beneficiary of The Norbert A. Lange and Marion Cleaveland Lange Trust (the "Lange Trust"). Under the terms of the trust instrument, income received by Sandusky Library must be used by it in the promotion of cultural and educational enterprises in the City of Sandusky, Ohio and the adjacent area within Erie County, Ohio. In addition, all cultural or educational enterprises sponsored in whole or in part by Lange Trust funds must be open and free to and for the public of Erie County. In addition, the Trust mandates that no part of trust funds available to the Sandusky Library be used in the promotion, assistance, or support of public or private schools, athletic groups or athletic events, or for the support of students or for student scholarships.

WHEREAS, the Parties wish to enter into a collaborative relationship to facilitate the presentment of Programming Events during the 2023 calendar year, in which the City will host the events and the Sandusky Library will, in part, sponsor the event by providing funding, through eligible Lange Trust income, for certain customary and reasonable expenses incurred in providing such cultural and educational programming.

WHEREAS, the City seeks to increase the economic vitality of downtown, promote community engagement with the Jackson Street Pier, and provide free educational and cultural programming for the Citizens of Sandusky ("Programming Events"); and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. For Programming Events approved by The Library as eligible for Lange Trust sponsorship under the terms of the trust, Sandusky Library agrees to expend (or reimburse the City for its expenditure) a total of Fifty Thousand Dollars (\$50,000), or such lesser amount as is the total of the Lange Trust fund eligible invoices tendered by the City ("Sponsorship Funds") for customary and reasonable costs specified in this Agreement that are incurred by the City in its presentment of Programming Events that take place during calendar year 2023.

2. Upon presentment of an invoice and supporting documentation by the City, Sandusky Library shall pay such portion of the following costs eligible for Lange Trust funding under the terms of the trust, for Programming Events that take place during calendar year 2023, until such time as the Sponsorship Funds are exhausted:

- a) Compensation of performers, artists, musicians, or their other entertainment staff.
- b) Advertisement of event(s),
- c) Rental of stage equipment,
- d) Local lodging and transportation expenses of performers; artists, musicians, or their other entertainment staff,
- e) Catering services for performers,
- f) Such other expenses pre-approved in writing by Sandusky Library, through its Director, before the expense is incurred by the City;

In order to qualify for Sponsorship, the invoices for expenses incurred by the City for an event must be tendered to the Sandusky Library for payment on or before ninety (90) days after the completion of the Summer Concert Series.

3. For purposes of this Agreement, the educational or cultural entertainment performers listed in attached Exhibit A, if selected by the City, have been reviewed by the Norbert A. Lange and Marion Cleaveland Lange Trust Committee of the Sandusky Library, and are deemed to be approved by the Sandusky Library as eligible for Sandusky Library sponsorship through use of Lange Trust funds. All other cultural or entertainment performers selected by the City must be pre-approved in writing by the Director of the Sandusky Library before the City's selection(s) are deemed eligible for Sandusky Library sponsorship.

4. In exchange for the funds provided herein to the City, the City shall:

a. Plan and host Programming Events that will take place in the calendar year 2023 that have approval of Sandusky Library for Lange Trust fund sponsorship, in whole or in part;

b. The Programming Events sponsored by the Sandusky Library with use of Lange Trust funds shall have publicity for the event that includes the following language: "This event/concert/project is made possible by the Lange Trust through the Sandusky Library". The City agrees to provide and prominently display at sponsored Programming Events a banner advertising Sandusky Library's financial sponsorship through Lange Trust funds. The City and The Lange Trust Committee will use reasonable efforts and good faith to jointly agree on the size, text, and appearance of the banner, and the location for display of the banner at sponsored Programming Events.

c. The City shall be responsible for hosting the events described herein, including hiring any performers, musicians, artists, or other entertainment, procuring any necessary supplies, and providing the necessary facilities and staffing for said events;

d. The City shall be responsible for the marketing and promotion of said events; and

e. The City shall secure, at its sole cost and expense, liability insurance that includes event liability coverage for the Program Events in an amount not less than \$1,000,000 per claim and \$3,000,000 in the aggregate and name "THE LIBRARY ASSOCIATION OF SANDUSKY, OHIO" as an additional insured for these events. The City will provide the Sandusky Library with proof of the insurance required by this Agreement in the form of a valid certificate of insurance that references this Agreement and confirms the required coverage, on or before the commencement of this Agreement, and renewal replacements on or before the expiry of any such insurance.

f. The City shall be responsible for complying with all federal, state, and local law in its role as planner and host of the Programming Events, including, but not limited to, compliance with all existing public health executive orders issued in response to the Covid-19 Pandemic, if any. The City's logistical plan shall include COVID-19 safety protocols to make it both possible and required for attendees at its Procedural Events to comply with the requirements and restrictions of public health orders, if any, that are in place at the time of the event, such as mandatory mask requirements, social distancing, and placement of signage for Programming Events sponsored in whole or in part by the Sandusky Library in order to protect the well-being of attendees from the dangerous effect of COVID-19.

g. To assist Sandusky Library in its documentation of Lange Trust fund expenditures for accounting purposes, The City agrees to include with each such invoice submitted to Sandusky Library identification by performance date the specific event for which the financial obligation was incurred by the City, and shall attach any contract(s) between the City and any third party that support the debt evidence in the invoice, and include copies of receipts evidencing pre-payment by the City, if any,

4. The City shall plan the events and/or programming described herein in conjunction with the Sandusky Library. The Sandusky Library shall have the right to approve and/or reject any and all events that will be sponsored by the Sandusky Library with Lange Trust funds, including approving any performers, artists, musicians, or other entertainment.

5. All events and programming sponsored by the Lange Trust shall comply with the terms of the Trust document including, but not limited to the following conditions:

- a. The events must take place in Erie County;
- b. The events shall be free of charge and open to the entire public of Erie County;
- c. Tickets, if any, shall be distributed as agreed with the Lange Trust Committee; and

d. No alcohol may be sold at the Lange-Trust sponsored events.

6. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

7. All material changes or modifications to this Agreement, not including the selection of entertainment, shall be approved in writing by both Parties prior to such change or modification becoming effective. Any request by the City for any expenditure of Lange Trust funds by Sandusky Library over and above the \$50,000.00 Sponsorship Funds identified above, is deemed to be a material change or modification of this Agreement. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as this Agreement.

8. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

9. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Erie County, Ohio.

IN WITNESS WHEREOF, the parties hereto have caused this Sponsorship Agreement to be executed by their respective officers thereunto duly authorized on the day and year set forth above.

THE CITY OF SANDUSKY:

**THE LIBRARY ASSOCIATION OF SANDUSKY,
OHIO**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

The Sandusky Library and its subcommittee, the Norbert A. Lange and Marion Cleaveland Lange Trust Committee has approved the following list of talent groups for events in the year 2023:

The Red Hot Chili Pipers

The Hit Men of Country

Forever Motown

Rodney Marsalis

A Shining Star

DRAFT