EXHIBIT A

AGREEMENT

This Agreement made and entered into is effective as of the _____ day of _____, 2026 between the City of Oregon, an Ohio municipal corporation, (the "City"), and the Oregon on the Bay Regional Economic Development Foundation, a non-profit corporation, (The "Foundation") in consideration of the following terms and conditions, it is hereby agreed by and between the parties that:

1. The Foundation commits to serving as the primary entity for economic development within the City of Oregon; delivering comprehensive economic development services: conducting marketing initiatives and promoting the City to attract new enterprises; supporting the growth of current businesses; and proactively pursuing opportunities to bring new businesses to the City. Furthermore, the Foundation is dedicated to fostering an environment conducive to business and development within the City. All Foundation activities shall align with City strategic priorities, the Citywide Master Plan, and be related to a public purpose. These services will include, but are not limited to:

    a. Acting as the primary liaison among city departments, business owners, educational institutions, vendors, media representatives, civic organizations, other economic development agencies, and residents to coordinate community events, meetings, and various forms of communication. This role supports organizational objectives, City Council, and Administration initiatives, and ensures effective dissemination of information both within the organization and to the public with professionalism and respect.

        i. The Foundation and its members shall maintain a responsible and positive presence on social media platforms associated with the City to enhance the City's visibility and attractiveness to potential investors and residents.

b. Supporting the City in asset management, encompassing properties, structures, and all equipment or related appurtenances associated with strategic economic development initiatives.

c. Facilitating guidance for funding predevelopment activities on strategic sites, the formation and modification of Community Reinvestment Act (CRA) Areas and Tax Increment Financing (TIF) Districts, monitoring and reporting to agencies related to incentives as necessary, and leading and assisting in the negotiations of incentive packages for strategic economic development opportunities.

d. Monitoring local, state, and federal legislation relating to economic development.

e. Conducting research, developing plans, providing recommendations, and executing initiatives to foster community partnerships and leverage grant or private funding in support of strategic economic development efforts.

f. Providing a land account transaction report for 2025 to the City by January 30th. The report should be prepared by the Director and reviewed by both the City Administrator and the City Finance Director.

g. Permitting the City Administrator, the Finance Director, or the Mayor to review an updated and unredacted land transaction report and supporting documentation at anytime.

h. The Foundation shall undergo an independent audit every three (3) years, if requested by the Mayor and City Administrator, or a majority vote of City Council.

i. Providing Form 990, prepared by a certified public accounting firm, outlining the financial activities for the year 2024 to the City.

j. Providing an updated operational budget for 2026 to the City prior to the execution of this agreement.

k. Providing monthly reports to the City Administration and City Council detailing the progress and status of items (a) through (e) as referenced above.

2) Subject to approved City legislation, the Foundation shall not sell, purchase, lease, or otherwise transfer any real property, transferred from the City or acquired using City funds, unless prior written authorization is obtained from the Mayor and the City Administrator. City Council concurrence will be required in addition to said authorization, if no prior city legislation exists regarding the purchase, sale, or transfer of the respected land. Any sale or transfer of land approval is at the SOLE DISCRETION of the City. Written authorization encompasses both the evaluation process and the final determination. All transactions shall be based on area sale comparisons and must reflect fair market value. Any transaction carried out without the required authorization will be deemed null and void and the Foundation shall remit to the City all proceeds from any sales, leases, or transfers of real property acquired using City funds. Such funds may remain in the City Land Account with the approval of the Mayor and the City Administrator.

3) Any property acquired using City funds and not developed within five (5) years of closing shall revert to the City.

4) The Foundation, along with its officers, directors, employees, committees, and agents, shall not engage in any activities that could be construed as interference or influence over political processes related to the City. This includes but is not limited to using the Foundation's assets, communications, membership lists, or resources to support or oppose any City political candidate, ballot measure, or partisan political cause, or participating in any civic or electoral process in a manner that promotes or opposes a political agenda. These restrictions are intended to ensure that the Foundation remains neutral in all political matters and does not utilize its resources or standing to affect the outcome of political campaigns, elections, ballot measures, or put the non-profit status of the Foundation in jeopardy. Violation will result in immediate termination of this agreement, repayment of funds, and return ownership of all real properties purchased with City funds.

5) The Foundation will discontinue including seats on the Executive Board of Directors in its membership packages. The Foundation's Executive Board of Directors will hereafter be determined exclusively by a vote of the Foundation's Board of Trustees.

6) The City authorizes the Foundation to utilize the City trademark logo on letterhead, signage, websites, and social media, subject to prior approval by the Mayor or City Administrator. Furthermore, the City waives any claim of ownership to the logo.

7) This Agreement shall commence on the effective date and shall remain in effect for a period of one (1) year from the date above. The Agreement shall be reviewed annually by the Mayor, City Administrator, and City Council and shall require formal approval by City Council for renewal. In the absence of such approval, the Agreement shall expire automatically at the conclusion of the term. The City may terminate at any time with 30 days written notice.

8) In the event of any breach of this agreement, the City reserves the right to require the immediate return of all City funds and any property obtained through the use of City funds. The City may require return of funds, property, and immediate termination.

9) The Executive Director shall obtain and maintain a fidelity bond in an amount equal to or exceeding public funds managed by the Foundation. The bond shall cover fraud, theft, and misappropriation. Proof must be provided annually. Failure to maintain bond constitutes breach.

10) The Foundation serving as the primary economic development entity of the City shall comply with the Ohio Public Records Laws.

11) The City agrees the to pay the Foundation _____ , for services rendered for one calendar year in which this ordinance is passed. The payment will be made in quarterly installments.

12) The Foundation may continue using the office located at 4350 Navarre Avenue, Suite C, Oregon, Ohio 43616 in the Senior Center free of charge.

IN WITNESS WHEREOF, the parties have hereunto set their names by their duly authorized officers on dates set forth hereto.

OREGON ON THE BAY REGIONAL ECONOMIC DEVELOPMENT FOUNDATION

_____

Board President

APPROVED AS TO FORM:

_____

Chynna Fifer, Acting Law Director

CITY OF OREGON:

_____

Steven Salander, Mayor

_____

Nicolas Roman, Finance Director

5/21/26 PL

EXHIBIT A

AGREEMENT

This Agreement made and entered into is effective as of the _____ day of _____, 2026 between the City of Oregon, an Ohio municipal corporation, (the "City"), and the Oregon on the Bay Regional Economic Development Foundation, a non-profit corporation organized under Ohio law and designated as the City's agency for economic development purposes pursuant to Article VIII, Section 13 of the Ohio Constitution, (The "Foundation") in consideration of the following terms and conditions, it is hereby agreed by and between the parties that:

Commented [1]: Adding this reference preserves the Foundation's independent status.

except for $ from City

1. The Foundation commits to serving as the primary entity for economic development within the City of Oregon; delivering comprehensive economic development services: conducting marketing initiatives and promoting the City to attract new enterprises; supporting the growth of current businesses; and proactively pursuing opportunities to bring new businesses to the City. Furthermore, the Foundation is dedicated to fostering an environment conducive to business and development within the City. The Foundation shall operate as an independent nonprofit corporation, and nothing in this Agreement shall be construed to make the Foundation a department, agency, or instrumentality of the City. TheAll Foundation's activities shall be coordinatedalign with City strategic priorities andpriorities, the ~~Citywide Master~~ Plan where appropriate, and shallPlan, and be related to a public purpose. These services will include, but are not limited to:

Commented [2]: This language expressly preserves independent status and changes mandatory 'shall align' to cooperative 'coordinated with.'

   a. Acting as the primary liaison among city departments, business owners, educational institutions, vendors, media representatives, civic organizations, other economic development agencies, and residents to coordinate community events, meetings, and various forms of communication. This role supports organizational objectives, City Council, and Administration initiatives, and ensures effective dissemination of information both within the organization and to the public with professionalism and respect.

      i. The Foundation and its members shall maintain a responsible and positive presence on social media platforms associated with the City

Oregon Comprehensive Plan

to enhance the City's visibility and attractiveness to potential investors and residents.

b. Supporting the City in asset management, encompassing properties, structures, and all equipment or related appurtenances associated with strategic economic development initiatives.

c. Facilitating guidance for funding predevelopment activities on strategic sites, the formation and modification of Community Reinvestment Act (CRA) Areas and Tax Increment Financing (TIF) Districts, monitoring and reporting to agencies related to incentives as necessary, and leading and assisting in the negotiations of incentive packages for strategic economic development opportunities.

d. Monitoring local, state, and federal legislation relating to economic development.

e. Conducting research, developing plans, providing recommendations, and executing initiatives to foster community partnerships and leverage grant or private funding in support of strategic economic development efforts.

f. Providing a land account transaction report for the prior year ~~2025~~ to the City by January 30th. The report should be prepared by the Director and reviewed by both the City Administrator and the City Finance Director.

g. Upon reasonable advance written request stating the specific records sought, the Foundation shall make available to the City Administrator, the Finance Director, or the Mayor land transaction reports and supporting documentation relating to properties transferred from the City or acquired using City funds. Such review shall occur during normal business hours at the Foundation's offices and shall be subject to appropriate confidentiality protections for competitively sensitive business information. ~~Permitting the City Administrator, the Finance Director, or the Mayor to review an updated and unredacted land transaction report and supporting documentation at anytime.~~

Commented [3]: Revised language provides reasonable access while protecting confidential business information.

All transfers of City land or revenue to the Foundat shall be done through City legislation.

h. The Foundation shall continue to have its annual IRS Form 990 prepared by a certified public accounting firm and provided to the City. In addition, the Foundation Board shall provide an annual written report to the City in the last month of each fiscal year detailing its financial position and assets held while maintaining appropriate confidentiality for competitively sensitive business information. The Foundation's Board of Trustees may, in its discretion, commission an independent financial audit. The City may request that the Foundation consider undertaking an independent audit, and the Foundation shall give good faith consideration to such request ~~undergo an independent audit every three (3) years, if requested by the Mayor and City Administrator, or a majority vote of City Council.~~

Need Stronger Commitment

~~i. Providing Form 990, prepared by a certified public accounting firm, outlining the financial activities for the year 2024 to the City.~~

j. i. Providing an updated operational budget for ~~2026~~ the year to the City prior to the execution of this agreement.

k. j. Providing quarterly ~~monthly~~ reports to the City Administration and City Council ~~summarizing~~detailing the progress and status of items (a) through (e) as referenced above.

Commented [4]: Revised language requires an annual written report to the City of Oregon detailing OEDF's financial position at the end of each year. Revised language returns audit discretion to the Board while allowing City input.

Commented [5]: This has been incorporated in Section 1(h) above.

Of land purchase funding?

Commented [6]: Quarterly reporting maintains appropriate oversight while reducing municipal control indicia.

2) Subject to the Foundation's Board approval and the terms of the ~~last~~approved original City legislation, if any, for the transfer of land to the Foundation, the Foundation ~~may~~shall not sell, purchase, lease, or otherwise transfer any real property transferred from the City or acquired using City funds. For transactions involving property valued in excess of $50,000, the Foundation shall provide the City ~~Administrator~~ with written notice and a reasonable opportunity to comment prior to closing. All transactions shall be based on area sale comparisons and reflect fair market value. ~~funds, unless prior written authorization is obtained from the Mayor and the City Administrator. City Council concurrence will be required in addition to said authorization, if no prior city legislation exists regarding the purchase, sale, or transfer of the respected land. Any sale or transfer of land approval is at the SOLE DISCRETION of the City. Written authorization encompasses both the evaluation process and the final determination. All transactions shall be based on area sale comparisons and must reflect fair market value. Any transaction carried out without the required authorization will be deemed null and void and the~~ After being reimbursed for its costs and expenses for acquiring, maintaining, or transferring the

Administration (City Administrator and Mayor)

Insert R

3) See Attached

City Administrator approval shall be required for all proposed land transactions involving land or revenue transferred from the City to the Foundation, where no prior legislation exists for said transaction and/or the proposed land transfer is consistent with the Oregon Comprehensive Plan.

Administration

real property. Foundation shall remit to the City Land Account all netall proceeds from any sales, leases, or transfers of real property originally acquired using City funds, unless the Foundation's Board and the City Administrator mutually agree that such proceeds may be reinvested in other economic development purposes.funds. Such funds may remain in the City Land Account with the approval of the Mayor and the City Administrator.

Commented [7]: Revised language returns primary authority to Board while maintaining City notice rights and requiring fair market value.

4) 3) AnyReal property acquired using City funds shall beand not developed or actively marketed for development within a reasonable timeframe. For any property held for more than sevenwithin five (7)(5) years from the date of acquisition without development or a binding development agreement, the City and Foundation shall meet and confer regarding the appropriate disposition of such property, taking into account market conditions, infrastructure availability, environmental factors, and strategic assembly purposes. of closing shall revert to the City.

Commented [8]: Revised language extends timeline and adds flexibility factors.

5) 4) The Foundation, along with its officers, directors, employees, committees, and agents, shall not use Foundation funds or resources to support or oppose any candidate for elected office or any partisan political campaign. The Foundation will also adopt a reasonable social media policy for its employees implementing this requirement. Nothing in this section shall prohibit the Foundation from engaging in advocacy regarding zoning, land use, infrastructure, tax policy, or other matters relating to economic development, or from communicating with elected officials and government agencies in furtherance of the Foundation's economic development mission. Any alleged violation of this section shall be subject to the dispute resolution procedures set forth herein, and the Foundation shall have a reasonable opportunity to cure any inadvertent violation before any termination of this Agreement.engage in any activities that could be construed as interference or influence over political processes related to the City. This includes but is not limited to using the Foundation's assets, communications, membership lists, or resources to support or oppose any City political candidate, ballot measure, or partisan political cause, or participating in any civic or electoral process in a manner that promotes or opposes a political agenda. These restrictions are intended to ensure that the Foundation remains neutral in all political matters and does not utilize its resources or standing to affect the outcome of political campaigns, elections, ballot measures, or put the non-profit status of the Foundation in jeopardy. Violation will result in immediate termination of this agreement, repayment of funds, and return ownership of all real properties purchased with City funds.

Commented [9]: Revised language narrowly targets partisan activity while protecting economic development advocacy.

5) The Foundation's internal governance, including the composition and selection of its Executive Board of Directors and Board of Trustees, shall be determined in accordance with the Foundation's Bylaws. The City acknowledges and respects the Foundation's authority to establish membership benefits and board appointment procedures consistent with its status as an independent nonprofit corporation. The Foundation shall select and compensate its Executive Director. ~~Foundation will discontinue including seats on the Executive Board of Directors in its membership packages. The Foundation's Executive Board of Directors will hereafter be determined exclusively by a vote of the Foundation's Board of Trustees.~~

City acknowledges or "They does not respect" pay to play "~~bylaws~~" policies or bylaws.

Keep In

Commented [10]: Revised language respects Foundation's governance autonomy.

6) The City authorizes the Foundation to utilize the City trademark logo on letterhead, signage, websites, and social media, subject to prior approval by the Mayor or City Administrator. Furthermore, the City waives any claim of ownership to the logo.

7) This Agreement shall commence on the effective date and shall remain in effect for a period of one (1) year from the date above. The parties shall meet no later than ninety (90) days prior to any upcoming expiration to discuss renewal terms. Upon mutual agreement of the parties and authorization by City Council, this Agreement may be renewed for successive one-year terms. Either party may terminate this Agreement upon sixty (60)~~Agreement shall be reviewed annually by the Mayor, City Administrator, and City Council and shall require formal approval by City Council for renewal. In the absence of such approval, the Agreement shall expire automatically at the conclusion of the term. The City may terminate at any time with 30~~ days written notice to the other party.

Commented [11]: Revised language provides mutual termination rights, extends notice period, and establishes cooperative renewal process.

8) In the event of any material breach of this Agreement, the non-breaching party shall provide written notice specifying the nature of the breach. The breaching party shall have thirty (30) days to cure the breach. If the breach is not cured within such period, the non-breaching party may pursue available remedies, which may include termination of this Agreement. In the event of termination due to the Foundation's uncured material breach, the Foundation shall return to the City any unexpended City funds and the parties shall negotiate in good faith regarding the disposition of any property acquired using City funds.~~agreement, the City reserves the right to require the immediate return of all City funds and any property obtained through the use of City funds. The City may require return of funds, property, and immediate termination.~~

Commented [12]: Revised language adds notice requirement, 30-day cure period.

9) The Foundation shall maintain an E&O insurance policy with a coverage amount of $1 million dollars and include the City of Oregon as a named insured. Executive Director shall obtain and maintain a fidelity bond in an amount equal to or exceeding public funds managed by the Foundation. The bond shall cover fraud, theft, and misappropriation. Proof must be provided annually. Failure to maintain bond constitutes breach.

10) The Foundation's Executive Director shall continue to report to and operate under the direction of the Foundation's Executive Board in accordance with the Foundation's Bylaws. The reporting and coordination requirements in this Agreement are intended to facilitate communication between the parties and shall not be construed to create an employment or supervisory relationship between City officials and Foundation personnel.

11) The Foundation shall maintain appropriate records of its activities and finances and shall make such records available to the City as provided in this Agreement. The parties acknowledge that the Foundation is an independent nonprofit corporation and that this Agreement is not intended to make the Foundation subject to the Ohio Public Records Act, R.C. Chapter 149, or to confer public body status upon the Foundation. ~~serving as the primary economic development entity of the City shall comply with the Ohio Public Records Laws.~~

12) The City agrees ~~the~~ to pay the Foundation $100,000 for services rendered for ~~the~~one calendar year in which this Agreement is executed. ~~ordinance is passed.~~ The payment will be made ~~in~~ immediately in a prorated amount for the services provided by the OEDF for the calendar year starting January 1st prior to the execution of this Agreement. ~~quarterly installments of $25,000 each~~. Thereafter, the City commits to include funding for the Foundation in its annual budget process and to work cooperatively with the Foundation to support economic development initiatives within the City.

13) The City shall designate a liaison from the City Administration to coordinate with the Foundation on economic development matters and to facilitate communication between the Foundation and City departments.

14) The Foundation may continue using the office located at 4350 Navarre Avenue, Suite C, Oregon, Ohio 43616 in the Senior Center free of charge.

Commented [13]: An E&O policy is more cost effective than requiring a fidelity bond. Plus, because the executive director is employed by the Foundation, any fidelity bond would insure the Foundation, not the City.

Commented [14]: This clarifies the Executive Director reports to the Board, not City officials.

Commented [15]: Revised language provides appropriate transparency while expressly preserving private nonprofit status.

Formatted: Superscript

Commented [16]: Revised language specifies the funding amount and adds City support commitment.

Commented [17]: Adding City liaison and support obligations creates a more balanced, true partnership structure.

15) Any dispute arising under this Agreement shall first be submitted to good faith negotiation between the Foundation's President of the Board and the City Administrator. If the dispute is not resolved within thirty (30) days, either party may request mediation by a mutually agreed mediator. The costs of mediation shall be shared equally by the parties. Nothing in this section shall preclude either party from seeking judicial relief if mediation is unsuccessful.

Commented [18]: This provision establishes a tiered dispute resolution process consistent with partnership principles.

IN WITNESS WHEREOF, the parties have hereunto set their names by their duly authorized officers on dates set forth hereto.

OREGON ON THE BAY REGIONAL ECONOMIC DEVELOPMENT FOUNDATION

_____

Board President

APPROVED AS TO FORM:

_____

Chynna Fifer, Acting Law Director

CITY OF OREGON:

_____

Steven Salander, Mayor

_____

Nicolas Roman, Finance Director