

ORDINANCE NO. 2016-35

INTRODUCED BY: Mayor Bodnar and Council as a Whole

**AN EMERGENCY ORDINANCE
AUTHORIZING AN INDEPENDENT CONTRACTOR AGREEMENT
WITH GARRY REGAN FOR CONSULTING ON
PROGRAMMING AND ACTIVITIES AT
THE GROVE, THE GAZEBO, AND RESERVE HALL**

WHEREAS, Garry Regan has been a longtime Chairman of the Mayfield Village Grove Committee and has guided the operation of The Grove and all of its programs over the past summers; and

WHEREAS, it would be beneficial to the Village to hire an experienced consultant to manage the operation, coordination, planning, programming and fundraising for events at the Grove, gazebo and Reserve Hall; and

WHEREAS, Garry Regan has offered to provide such services.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Mayfield, County of Cuyahoga, State of Ohio:

SECTION 1. The Mayor is hereby and herein authorized and directed to enter into an Independent Contractor Consulting Agreement with Garry Regan pursuant to the terms and conditions set forth in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 2. The Director of Finance is authorized to make payment for such consulting fees to the independent contractor in the amount of \$1,500.00 per month commencing January 1, 2017.

SECTION 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

INDEPENDENT CONTRACTOR
CONSULTING AGREEMENT

WHEREAS, Garry Regan (“Consultant”), has been a longtime Chairman of the Mayfield Village Grove Committee; and has guided the operation of the Grove and all of its programs over the past summers;

WHEREAS, Mayfield Village’s (“Village”) successful programming at the Gazebo, the Grove, and Reserve Hall, has become a benefit to Village residents that requires much dedication, commitment and time from Village volunteers and full-time Village staff;

WHEREAS, it would be beneficial to the Village to hire an experienced Consultant to manage the operation, coordination, planning, programming and fundraising for events at the Gazebo, Grove and Reserve Hall; and

WHEREAS, Consultant has offered to provide his services and expand his contributions considerably as outlined below in exchange for a consulting fee from the Village.

NOW, THEREFORE, based upon the mutual consideration between them, the Village and Consultant agree as follows:

1. Commencing on January 1, 2017, the Consultant will provide services as an Independent Contractor Program Coordinator for the purpose of managing all Grove, Gazebo and Reserve Hall programs and activities for the Village of Mayfield.
2. The term of this Agreement will be one year, and compensation shall be \$1500 per month for such Independent Contractor services. Either Party may terminate this Agreement, without cause, upon giving 30 days written notice.
3. The Consultant shall be considered an independent contractor under all circumstances and for all purposes including but not limited to taxes, insurances, workers compensation, and liability. The Consultant will not have the authority to execute any contracts on behalf of the Village, nor to bind the Village to any obligations, expenditures or commitments without the authorization of the Mayor’s office. Nothing herein shall be deemed to prevent Consultant from engaging in other activities for profit.
4. The Consultant will report directly to the Director of Parks & Recreation (“Director”) and shall be responsible for the development of short and long-range business and operational plans, budgets, and forecasts in conjunction with the Mayor’s annual budget process.



5. The Consultant will be responsible for soliciting, searching for, reviewing and engaging seasonal programs. Consultant will work directly with any public relations or marketing firm approved by the Mayor on such things as design and production of marketing materials, and, as his schedule permits, will initiate and attend program-related meetings, informational presentations, Northeast Ohio cultural arts or community meetings, funding and fund-raising meetings.

6. The Consultant will prepare, supervise and manage all of the events or programs on the dates and times that they occur. However, Consultant need not be present at every program performance.

7. The Consultant will seek out and apply for third-party funding opportunities including, but not limited to, grants, sponsorships, joint ventures, corporate sponsors, and any other funding sources available to subsidize or enhance the Grove infrastructure and programs, the Gazebo events, and Reserve Hall presentations subject to the approval of the Administration and/or Council, as necessary.

8. The Consultant will provide the Director of Parks & Recreation with regular reports on program activities, as well as provide leadership, guidance, and suggestions to the Director of Parks & Recreation, and to the Parks & Recreation Board relative to programs at the Grove, Gazebo, or Reserve Hall.

9. Consultant will attend Village staff meetings or individual Administrative or Council meetings on an as-needed basis, as requested.

IN WITNESS WHEREOF, This Agreement is entered into this 23 day of February 2017. ~~December, 2016.~~

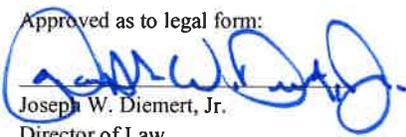
CONSULTANT


Garry Regan, Consultant

MAYFIELD VILLAGE


Brenda Bodnar, Mayor

Approved as to legal form:


Joseph W. Diemert, Jr.
Director of Law

CONSULTANT PROPOSAL FOR GARRY REGAN

Part Time Program Coordinator- Reporting to MV P&R Director. Manage all Grove, Gazebo and Reserve Hall programs and activities and related duties (collectively, "Programs"), including development of short and long range business/operational plans, budgets and forecasts in conjunction with Mayor's annual budget process, search, review and engagement of seasonal programs, work directly with PR/marketing firm on design and production of seasonally needed marketing materials, initiate and attend all Program-related meetings (informational presentations, community/N.E. Ohio cultural arts/funding/"Grove opportunity"). Manage "day of" and all event related needs, and supervise all Program events. Seek out and support 3rd party funding opportunities (grants, sponsorships, joint ventures) to subsidize, or enhance Grove infrastructure and programs. Provide Director with weekly, or as needed reports on Program activities. Provide leadership and guidance to Parks and Recreation-related committees. Attend MV staff meetings as needed. Monthly consultant fee of \$1,500.00.