

**ORDINANCE NO. 11-2017**

**AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A CONTRACT FOR THE PROVISION OF CONSULTING SERVICES FOR THE OHIO THEATRE.**

**WHEREAS**, the Council of the Village of Loudonville desires to retain the services of a consultant to advise the Village on various issues related to the operations of the Ohio Theatre; and

**WHEREAS**, the Village of Loudonville wishes to retain the services of Find Your Voice Productions, LLC; and

**WHEREAS**, Find Your Voice Productions, LLC wishes to provide services to the Village of Loudonville;

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LOUDONVILLE, STATE OF OHIO:**

**SECTION 1:** That the Village Administrator is hereby authorized and directed to enter into a contract with Find Your Voice Productions, LLC to provide consultation services to the Village of Loudonville for the operations of the Ohio Theatre for a sum of eighteen thousand seven hundred fifty dollars (\$18,750.00). Said contract shall be as set forth in Exhibit A, attached hereto.

**SECTION 2:** That this Ordinance shall be in effect on the earliest date allowed by law.

Dated: \_\_\_\_\_, 2017

\_\_\_\_\_  
Stephen Stricklen, Mayor

Attest:

\_\_\_\_\_  
Elaine Van Horn, Fiscal Officer

\_\_\_\_\_  
Thomas R. Gilman, Village Solicitor

# EXHIBIT A

## INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Consultant Services Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between THE VILLAGE OF LOUDONVILLE, OHIO, an Ohio municipal corporation, (the "Village") and FIND YOUR VOICE PRODUCTIONS, LLC, an Ohio limited liability company ("Consultant").

WHEREAS, the Village owns and operates the Ohio Theatre (the "Theatre") and desires to contract for services to improve and increase the operations of the Theatre, and

WHEREAS, the Village desires to enter into an agreement with Consultant providing that Consultant perform those services as set forth below, and

WHEREAS, Consultant desires to provide such services to the Village,

NOW, THEREFORE, for in consideration of the mutual promises of the parties, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows:

**1. Services to be Performed.** Consultant hereby agrees to provide the following services to the Village pursuant to the terms of this Agreement:

- a) Develop a plan for current and future growth and improvement opportunities for the Theatre.
- b) Advise the Village regarding the organization, creation, and operation of new committees to advise and assist in future development of the Theatre.
- c) Develop new systems and procedures for Theatre operations and Theatre employee responsibilities. Said operations shall include, but are not limited to, ticket sales, concessions, and event operations.
- d) Develop new programming and events to be held at the Theatre.
- e) Present the Village with potential live entertainment events to occur at the Theatre.
- f) Advise the Village regarding the selection of movies to be shown at the Theatre.
- g) Advise the Village in the development of a budget and fiscal policies for the operation of the Theatre.
- h) Advise the Village regarding potential capital improvement plans for the Theatre.

- i) Develop Theatre-related educational programs for primary and secondary school children.
- j) Research and fulfill application processes for grants available for the Theatre.
- k) Develop a fundraising program to cultivate donor relationships and solicit donations.
- l) Develop a program for advertisement and use of the Theatre facilities for private events.
- m) Design and implement a marketing program to advertise Theatre events and opportunities for new events to be held at the Theatre.

2. **Fee Arrangement.** For and in consideration of Consultant's provision of the services set forth above, the Village does agree to pay Consultant eighteen thousand seven hundred fifty dollars (\$18,750.00). The Village shall pay Consultant in nine (9) monthly payments of two thousand eighty-three dollars and thirty-three cents (\$2,083.33) due on or before the first day of each month, beginning April 1, 2017.

3. **Term.** This Agreement shall commence on April 1, 2017 and shall terminate on December 31, 2017, unless otherwise terminated as set forth herein.

4. **Expenses.** The Consultant shall be responsible for any monies expended in fulfilling its duties pursuant to this Agreement. This shall not include the expenses of carrying out Theatre operations based on the Consultant's advice, which will be at the Village's expense, if approved by the Village.

5. **Independent Consultant Status.** Consultant is an independent contractor and not an employee or agent of the Village. If Consultant uses the services of employees or subcontractors, Consultant's employees or contract personnel are not employees or agents of the Village. Consultant and the Village agree to the following rights consistent with an Independent Consultant relationship:

(A). Consultant has the right to perform services for others during the term of this Agreement.

(B). Consultant has the sole right to control and direct the means manner and method by which the services required by this Agreement will be performed.

(C). Consultant has the right to perform the services required by this Agreement at any place, location, or time as long as the services are provided during the required time period.

(D). Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement, at the Consultant's expense.

(E). The Consultant or Consultant's employees or contract personnel shall perform the services required by this Agreement; the Village shall not hire, supervise or pay any assistants to help Consultant.

(F). Neither Consultant or Consultant's employees or contract personnel shall receive any training from the Village in the skills necessary to perform the services required by this Agreement.

(G). Consultant shall have no obligation to work any particular hours or any particular number of hours.

(H). Consultant agrees to perform the services on each project it accepts in a manner in accord with the format which may be prescribed by regulations applicable to the project and in a manner in accord with ordinary business customs.

(I). Consultant will supply its own computer(s), office supplies, office space, transportation, and communications systems.

(J). Consultant will not supervise or serve as manager to any Village personnel.

(K). Consultant shall not enact any programs or changes to operations without the consent of the Village. In carrying out its duties under this Agreement, Consultant shall provide information and proposals to the Village for the Village to consider, accept or reject, and implement in its discretion.

**6. Worker's Compensation.** The Village shall not obtain workers' compensation insurance on behalf of Consultant or Consultant's employees. If Consultant hires employees to perform any work under this Agreement, Consultant will cover them with workers' compensation insurance and provide the Village with a certificate of workers' compensation insurance before the employees begin the work.

**7. Unemployment Compensation.** The Village shall make no state or federal unemployment compensation payments on behalf of Consultant or Consultant's employees or contract personnel. Consultant will not be entitled to these benefits in connection with work performed under this Agreement.

**8. Insurance.** The Village shall not provide any insurance coverage of any kind for Consultant or Consultant's employees or contract personnel. Consultant agrees to maintain a liability insurance policy in a reasonable amount in the event that Consultant employs employees.

**9. Indemnification.** Consultant agrees to and does hereby indemnify, defend, and hold harmless the Village and the Village's officials, employees, agents, legal representatives, successors and assigns, from any damages, losses, expenses, suits, claims, or causes of action, including reasonable attorneys' fees, arising from or occasioned by the existence of this Agreement or the exercise of any rights or responsibilities granted under it, whether causing or resulting in damages, injury, or death to persons or property, including the property of the Village or of any other person or company owning property on which Consultant provides services. This duty to indemnify shall include, but is not limited to, indemnifying, defending, and holding harmless, the Village and those parties set forth above for any liability that might arise related to income taxes, tax withholdings, worker's compensation, insurance of any sort, unemployment compensation, Ohio Public Employees Retirement System, and all other employee payments and/or withholdings to which the Consultant is not entitled due to its role as an independent contractor.

**10. Terminating the Agreement.** The Village may terminate this agreement at any time if the Consultant is in default of any term of the Agreement. The Village may terminate this Agreement any time by giving sixty (60) days written notice to the other party of the intent to terminate. If the agreement is terminated, Consultant's compensation shall be prorated to the date of termination and then terminated.

**11. Exclusive Agreement.** This is the entire Agreement between Consultant and the Village. This Agreement may only be amended by agreement of the parties in writing.

**12. Applicable Law.** This Agreement will be governed by the laws of the state of Ohio.

**13. No Partnership.** This Agreement does not create a partnership relationship. Consultant does not have authority to enter into contracts on the Village's behalf.

**14. Assignment.** This Agreement may not be assigned without prior written approval of both parties.

**15. Severability.** If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

[REMAINDER OF THIS PAGE INTENTIONALLY BLANK.]

In witness whereof, the parties have hereunto set their hands on the date(s) set forth below.

\_\_\_\_\_  
Village of Loudonville, Ohio  
Curt Young, Village Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Find Your Voice Productions, LLC  
Sally Hollenbach, Member and Manager

\_\_\_\_\_  
Date

Personal Guarantee

Sally Hollenbach does hereby personally guarantee and agree to be bound by and financially responsible for the terms of Section 8. Indemnification, as set forth above.

\_\_\_\_\_