

RESOLUTION NO. 2023-17
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION
AUTHORIZING MAYFIELD VILLAGE TO ENTER INTO CONTRACT
WITH CLEAR GOLD AUDIO & LIGHTING
FOR SPECIAL EVENT SOUND PRODUCTION IN THE AMOUNT OF \$17,000**

WHEREAS, based upon recommendation, it has been deemed in the best interest of the health, safety and welfare of all Village residents and inhabitants to engage a professional company in order to provide special event sound production, including equipment rental for sound and lights and including a sound technician for the 2023 summer season at The Grove, gazebo and other special events as needed in Mayfield Village; and

WHEREAS, a request for quotes was sent to eight companies and all eight companies responded; and

WHEREAS, Clear Gold Audio & Lighting submitted a proposal in the amount of \$17,000; and

WHEREAS, the Mayfield Village Parks and Recreation Director reviewed the quotes and recommends that the Village Council approve and accept the proposal of Clear Gold Audio & Lighting in the amount of \$17,000.

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Council of Mayfield Village hereby accepts and approves the proposal of Clear Gold Audio & Lighting in the amount of \$17,000.00.

SECTION 2. The Council of Mayfield Village does hereby direct the Mayor and President of Council to enter into contract with Clear Gold Audio & Lighting for sound production services attached hereto as Exhibit A.

SECTION 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meeting 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 requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. This resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio, for the reason that it provides for necessary services to ensure that the Village events are properly supported. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.



STEPHEN SCHUTT
Council President

First Reading: February 20, 2023

Second Reading: Suspended, 2023

Third Reading: Suspended, 2023

PASSED: February 20, 2023




BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:



DIANE A. CALTA, ESQ.
Director of Law

ATTEST: 
MARY E. BETSA, MMC
Clerk of Council

EVENT PRODUCTION AGREEMENT ("Agreement")
Made [DATE] by and between
MAYFIELD VILLAGE (hereinafter referred to as the "Village)
and
Clear Gold Audio & Lighting
(hereinafter referred to as the "Contractor")

1. The Contractor is hereby retained by the Village and agrees to provide all necessary services, described as follows ("Services"), as specified by the Village:
 - a. The Contractor shall provide sound, light and production for events at Mayfield Village which are outlined on the attached item labeled Addendum #1 (hereinafter referred to as an "Event" or "Show"). Any substitution of proposed equipment shall be submitted for approval to Mayfield Village no later than fifteen (15) days prior to scheduled Event.
2. The Contractor agrees to perform the Services to the satisfaction of the Village during the 2023 Performance Season ("Term") of this Agreement. The Contractor warrants to the Village that all materials and equipment furnished under this Agreement will be in good working order unless otherwise specified, and that all Services will be of good quality, free from faults and defects and in conformance with any Agreement exhibits attached hereto. All Services not conforming to these requirements, including substitutions and alterations not properly approved and authorized, may be considered unacceptable and the Contractor may be considered in breach of this Agreement. If required by the Village, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
3. The Village agrees to pay the Contractor, based upon the attached per Show fee schedule, a total amount not to exceed Seventeen Thousand dollars (\$17,000.00), payable by Village check and subject to the provisions below in two (2) payments as follows: The first payment on or before June 15, 2023; the second payment on or before July 15, 2023. Services provided beyond the limitations within this Agreement (either financial or time period) shall be at the sole risk and responsibility of the Contractor, and the Village shall not be obligated to pay for Services exceeding the contract period of this Agreement. Furthermore, the Village agrees:
 - a. To pay the Contractor 50% of the agreed Show price if the Village cancels prior to 3:00 p.m. the day of the Show.
 - b. To pay the Contractor 100% of the agreed Show price if the Village cancels after 3:00 pm. the day of the Show.
4. The Contractor understands that the Contractor's status hereunder is that of independent contractor. The Contractor is not considered an employee of the Village in the performance of Services and is not entitled to any employee benefits, statutory or otherwise, including, but not limited to, workers' compensation or unemployment compensation.

5. The Contractor agrees that the Village will not deduct income, Social Security or other taxes on any payments to the Contractor for Services described in this Agreement. The Contractor further agrees that the Contractor is solely responsible for payment of any such taxes due to the proper taxing authorities. The Contractor shall indemnify and hold the Village harmless from any assessments of such taxes and any interest and penalties imposed upon the Village by reasons of the Contractor's failure to pay such taxes.
6. The Contractor shall provide the Services hereunder in full compliance with all applicable federal, state and local laws and Village rules and regulations.
7. The Contractor agrees that any personal injury to the Contractor, its employees or third parties or any property damage resulting solely from performances of Services hereunder by Contractor shall be the responsibility of the Contractor. The Contractor agrees to indemnify, defend and hold harmless the Village from and against any claims, damages, liabilities, injuries, expenses or losses, including, but not limited to, reasonable attorney's fees and costs, by reason of any suit, claim, demand, judgment or cause of action initiated by any person, or award of damages arising out of or in connection with this Agreement, except if the same results from the negligence or willful misconduct of the Village or the Village's employees, it being the intent of this provision to absolve and protect the Village from any and all loss except loss due to its negligence or willful misconduct. Contractor specifically agrees to assume the risk of the above stated losses, and this provision is specifically desired by the parties and has been bargained for. Village shall retain the right to be represented by counsel of its own choosing at Contractor's reasonable expense as set forth above.
8. The Contractor agrees that the obligations of Sections 6 and 7 hereof will survive the termination of this Agreement.
9. In the performance of Services, the Contractor agrees that the Contractor shall not have the authority to enter into any contract or agreement to bind the Village and shall not represent to anyone that the Contractor has such authority.
10. The Contractor represents and warrants to the Village that in performing Services, the Contractor will not be in breach of any agreement with a third party relating to the Services to be provided.
11. The Contractor may not assign the rights or obligations under this Agreement without the Village's prior written consent.
12. This Agreement contains the entire understanding with respect to the subject matter hereof and may not be amended except by a written agreement executed by the Contractor and of the Village.
13. If the Contractor becomes insolvent or files a petition in bankruptcy, and if the Village determines that it is not in its best interest to continue this Agreement, or if the Contractor breaches any provision of this Agreement and has not cured such breach within fifteen (15) days after notice from the Village to do so, the Village may terminate this Agreement without any financial liability to the Village.
14. Any notices to be given shall be sent first class mail to the Village at:

Village of Mayfield
c/o Shane McAviney
Parks & Recreation Director
6622 Wilson Mills Rd.

Mayfield Village, Ohio 44143
440.471.1041
SMcAvinew@mayfieldvillage.com

and to the Contractor at:

Clear Gold Audio & Lighting
42 Elmdale Avenue
Akron, Ohio 44313
330.835.9910

15. Dress and Behavior. All Events are open to the public and are presented in a family environment. Contractor agrees to use language appropriate to such an environment. Contractor further agrees not to wear clothing or display any signage containing images or language that could be considered offensive to such an environment.
16. Hazardous Material. Contractor agrees not to bring into the venue any materials, substance, equipment or other object which is likely to endanger any person or damage any property.
17. Resolution of Claims. This Agreement shall be governed by the laws of the State of Ohio. Any dispute or claim arising out of or relating to this Agreement, or breach thereof, shall be submitted to arbitration in Cuyahoga County, Ohio under the auspices and rules of the American Arbitration Association; each party shall bear its own fees and costs.
18. Assignment. Contractor acknowledges that it may not assign any of its rights or delegate any of its duties or obligations under this Agreement.
19. Indemnification. Contractor will defend, indemnify and hold harmless the Village and Village's officials, employees, agents, representatives, assigns, insurers, and affiliates from and against all actions, costs, claims, losses and expenses and/or damages, including attorney's fees, arising out of or resulting from any breach by the Contractor of Contractor's representations, warranties or agreements hereunder, including by not limited to negligence or alleged negligence of the Contractor's or the Contractor's employees, representatives or subcontractors for any injury to any guests or patrons or damage to property of the Village caused solely or in part by the Contractor's actions, equipment, instruments or personnel within the control of Contractor.
20. At its sole expense, the Contractor shall procure and keep in force full and adequate insurance coverage of all of its operations pursuant to this Agreement.

The Village is to be named as an Additional Insured with respect to insurance policies. Certificate of insurance evidencing coverage required above shall be filed with the Village's Office 6622 Wilson Mills, Mayfield Village, Ohio 44143 at least fifteen (15) days before the furnishing of any services required by this Agreement. Such certificates shall provide that the insurer will give the Village not less than thirty (30) days advance notice of any material changes in or cancellation of coverage.

Subject to this paragraph, the Contractor shall be responsible for the acts of its employees and agents while on Village property and, accordingly, shall take all necessary measures to prevent injury and loss to persons or property located thereon.

21. The Village, as an employer, and as an issuer of contracts, values equality of opportunity, human dignity, and racial/ethnic and cultural diversity. Accordingly, the Village prohibits and will not engage in discrimination or harassment on the basis of race, color, religion, national origin, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or status as a disabled veteran. Further, the Village will continue to take affirmative steps to support and advance these values consistent with the Village's mission. This policy applies to admissions, employment, access to and treatment in Village programs, procurements and activities. This is a commitment made by the Village and is in accordance with federal, state, and/or local laws and regulations. These concepts are incorporated herein by this reference and shall be accepted by the Contractor in their entirety.
22. Invalid Provision. If, for any reason, any section, subsection or any portion of this Agreement shall be deemed by a court of law or arbitrator to be invalid or unenforceable, it is agreed that the same shall not be held to affect the validity or enforceability of any other section or subsection or portion of this Agreement.
23. Governing Law. This Agreement shall in all respects be interpreted, enforced and governed under the laws of Ohio, including its conflicts of law provisions. The language of this Agreement shall in all cases be construed as a whole, according to fair meaning, and not strictly for or against either of the parties.
24. Entirety of Agreement. This Agreement constitutes the entire agreement between Village and Contractor with respect to the Services provided. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth or provided herein.
25. Representations. Village and Contractor acknowledge that each has had ample time to review this Agreement and has reviewed this Agreement, that the terms and restrictions of this Agreement are understood and executed voluntarily.

Additional Terms or Equipment	Responsible Party

The parties have executed this Agreement on the respective dates shown by their signatures.

"Contractor"

Date: _____

Name of Individual or Organization

Signature

"Village"
Mayfield Village

Date: _____

Shane E. McAviney
Director of Parks & Recreation

Brenda Bodnar

Brenda T. Bodnar, Mayor

Stephen Schutt

Stephen Schutt, Council President

APPROVED AS TO FORM
AS TO MAYFIELD VILLAGE

By: *Diane A. Calta*

Diane A. Calta, Esq.
Law Director

Date	Sound	Light	Show
6/15/2023	\$600	0	Terry Lee Goffee - Gazebo
6/30/23	\$1000	\$600	Carlos Jones
7/1/23	\$1000	\$600	Jersey Beats
7/7/23	\$1000	\$600	Faction Cleveland
7/14/23	\$1000	\$600	Out of Eden
First Payment	\$4600	\$2400	\$7000.00
Due by June 15			
7/28/23	\$1000	\$600	Jump
8/4/23	\$1000	\$600	Freedom Cougar
8/5/23	\$1000	\$600	Material Girls
8/11/23	\$1000	\$600	Hard Day Night
8/24/23	\$1000	\$600	Saturday Night Fever
Second Payment	\$5000	\$3000	\$8000.00
Due by July 15			
Total Fee	\$9600	\$5400	\$15000.00
			*Note an additional \$2000.00 is budget for additional expenses



190 N. Union St. Suite LL 11 Akron, OH 44304
330-835-9910

Proposal To: Mayfield Village Parks and Recreation
Attn: Shane McAviney
6622 Wilson Mills Road Mayfield Village, OH 44143

Sub: Sound and Light for the 2023 entertainment season at The Grove Amphitheatre

Equipment: Clear Gold Audio & Lighting would provide the following, available for each show, as needed.

P.A.

- Electro-Voice X-One line array system with 6 top boxes and 2 flagship X-One double 18" subwoofers per side. **IMPORTANT:** This array features two zones with independent control for optimal near-field and far-field coverage and clarity over distance.
- Pro-level digital mixing console with 40 inputs and 16 outputs (Midas or Soundcraft) to run both monitors and F.O.H. The console will be set up in front on the first tiered section and can be mixed in the field via iPad.
- 4-5 independent stage monitor mixes
- Pro-level microphone kit to cover all vocals and instruments, including one wireless hand-held mic for announcements.
- All related stage power, cabling, and accessories.

NOTE: This proposal price does not include any backline instruments or amplifiers.

Lighting

- LED lighting rig designed as a full color/stage wash.
- This rig would be suspended on either crank-up lifts or 3-4 sections of 12" aluminum box truss suspended from the amphitheater roof.
- Pre-programmed scenes and "looks" will be available via a software-based DMX controller.

Proposed cost per show is \$ 1,600.

NOTE: *The proposed cost assumes we will be able to store all main equipment in an enclosed, secured space on site between shows.*



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About Us:

Clear Gold Audio & Lighting has been providing professional technicians and equipment for concerts and events since May of 2008. We have worked with national acts and regional acts and maintain a fully professional staff. Clear Gold employs multiple technicians who are fully trained on our systems.

Similar venues and series in our current client list include:

- Falls Downtown Fridays (City of Cuyahoga Falls / Riverfront Amphitheater since 2018)
- Downtown at Dusk Concert Series (Akron Art Museum Thursday night concerts with stage, roof, sound, and lighting since 2016).
- Other relevant clients – PorchRokr Festival - Akron (Main stage and two side stages), Irish Festival (Cuyahoga Falls), Akron Marathon (Finish Line sound and staging), Orkin Drum Fantasy Camp, All American Soap Box Derby, University of Akron, Stan Hywet Hall & Gardens.

I look forward to learning more about your needs for this series, and we would be excited to work with The City of Mayfield to produce high quality shows at The Grove Amphitheater.

Thank you for considering this proposal, and please let us know if you need further information.

Respectfully,

Christopher Pepe, Owner
Clear Gold Audio & Lighting