



City of Brecksville, Ohio
City Council Regular Meeting
Ralph W. Biggs City Council Chambers
August 18, 2026 – 8:00 PM

In compliance with the Americans with Disabilities Act, those requiring accommodation for meetings should notify the City Clerk's Office at least three days prior to the meeting at (440)526-2609.

AGENDA

To listen to the live stream of the meeting please go to the City's Agenda & Minutes link on the website: <https://brecksvilleoh.portal.civicclerk.com/>. Questions and comments may be e-mailed to ttabor@brecksville.oh.us or by phone to (440) 526-2609 and will be forwarded to the appropriate personnel for a response.

Call to Order

Pledge of Allegiance

Roll Call

Approval of Minutes

1. Approval of August 4, 2026 City Council Minutes

Unfinished Business

New Business

1. Beautification Committee Award
2. RES. 5879 - a Resolution authorizing the Mayor to apply for Rescue Plan Act Funding through Cuyahoga County Council District 6, Round 2 funding for a community message display board and ADA/Family restroom improvements at Stadium Drive; and declaring an emergency.
3. RES. 5880 - a Resolution increasing the exception to the dollar limit for super blanket purchase orders for Asphalt materials and for Fuel; and declaring an emergency.
4. RES. 5881 - a Resolution authorizing the Mayor to enter into an Independent Contractor Agreement with Diane Bayer for work as the Jazzercise Instructor for the year 2026; and declaring an emergency.
5. RES. 5882 - a Resolution authorizing the Mayor to enter into an Independent Contractor Agreement with Cleveland Fencing Academy for work as the Fencing Partner for the year 2026; and declaring an emergency.
6. RES. 5883 - a Resolution authorizing the Mayor to enter into an Independent Contractor Agreement with Claudia Fontana for work as the Pickleball Instructor for the year 2026; and declaring an emergency.

7. RES. 5884 - a Resolution authorizing the Mayor to enter into an Independent Contractor Agreement with Beth Kopniske for Massage Services, for the year 2026; and declaring an emergency.
8. RES. 5885 - a Resolution authorizing the Mayor to enter into an Independent Contractor Agreement with American Performing Arts Network, Julie Mathews for work as the Children's Acting Instructor, for the year 2026; and declaring an emergency.
9. RES. 5886 - a Resolution authorizing the Mayor to enter into an Independent Contractor Agreement with Toni Paoletta/Paint Sip and Socialize, LLC for work as the Art Instructor, for the year 2026; and declaring an emergency.
10. RES. 5887- ; a Resolution authorizing the Mayor to enter into an Independent Contractor Agreement with Jason Pierantozzi for work as the Taekwondo Instructor, for the year 2026; and declaring an emergency.
11. RES. 5888 - a Resolution authorizing the Mayor to enter into an Independent Contractor Agreement with Sobecks Tennis dba Center Court Tennis Club for work as the Tennis Partner, for the year 2026; and declaring an emergency.
12. RES. 5889 - a Resolution authorizing the Mayor to enter into an Independent Contractor Agreement with Mandy Spisak/Retro Revival LLC for work as the Art Instructor, for the year 2026; and declaring an emergency.
13. RES. 5890 - a Resolution authorizing the Mayor to enter into an Independent Contractor Agreement with Gina Catanzarite dba Brecksville Fitness Studio, LLC for work as the Fitness Instructor, for the year 2026; and declaring an emergency.
14. RES. 5891 - a Resolution authorizing the Mayor to enter into an Independent Contractor Agreement with Christina Caruso for work as the Fitness Instructor, for the year 2026; and declaring an emergency.

Report of Council Representatives and Council Committees: Board of Zoning Appeals, Planning Commission, Recreation Commission, Human Services Advisory Board

Reports of Department Directors: Director of Law, Engineer, Director of Finance, Chief Building Official, Director of Human Services, Director of Service, Director of Purchasing, Chief of Police Department, Chief of Fire Department, Director of Recreation

Report of the Mayor

Adjournment

"A normal lake is knowable. A Great Lake can hold all the mysteries of an ocean, and then some."

- Unknown

Mayor and Safety Director: Daryl Kingston

City Council Members: Dominic Caruso, President; Beth Savage, Vice President; Dan Bender; AJ Ganim; Mark Jantzen; Ann Koepke; Brian Stucky.

Clerk: Tammy Tabor

MINUTES OF THE MEETING OF THE
CITY OF BRECKSVILLE CITY COUNCIL REGULAR MEETING
HELD: August 4, 2026

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Call to Order

8:03 PM

Pledge of Allegiance

Roll Call

Present: Council President Caruso, Vice President Savage, Council Member Bender, Council Member Ganim, Council Member Jantzen, Council Member Koepke, Council Member Stucky.

Absent: None.

Also Present: Mayor Kingston, Assistant Law Director L. Sabol, Engineer G. Wise, Finance Director L. Starosta, Fire Chief M. Bender, Human Services Director S. Paciorek, Police Chief Korinek, Purchasing Director M. Bartkiewicz, Assistant CBO S. Packard, Media Specialist Myles Rapkin, Clerk T. Tabor.

Approval of Minutes

1. Approval of July 21, 2026 City Council Minutes

Motion for passage by Ganim, seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.

Voting Nay: None.

Abstain: Caruso.

MOTION CARRIED: 6- Ayes, 0-Nays, 1-Abstain.

New Business

- 1. ORD. 5878 - an Ordinance to amend Ordinance No. 5829, making appropriations for current expenses of the City of Brecksville during the fiscal year Ending December 31, 2026, making necessary appropriation and revenue adjustments; and declaring an emergency**

Motion for suspension made by Ganim, Seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.

Voting Nay: None.

Motion by Stucky, seconded by Bender to pass Ordinance 5878.

Voting Yea: Bender, Ganim, Jantzen, Savage, Stucky.

Voting Nay: None.

MOTION CARRIED: 7 - Ayes, 0-Nays, 0 - Abstain.

- 2. RES. 5805 - A Resolution making necessary transfers between certain funds for the fiscal year ending December 31, 2026 and closing and eliminating the Architect Fees (7560) and Engineering Fees (7550) Funds no longer needed by the City and transferring the remaining balances to another fund; and declaring an emergency**

Motion for suspension made by Ganim, Seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.

Voting Nay: None.

Motion by Stucky, seconded by Bender to pass Resolution 5805.

Voting Yea: Bender, Ganim, Jantzen, Savage, Stucky.

Voting Nay: None.

MOTION CARRIED: 7 - Ayes, 0-Nays, 0 - Abstain.

- 3. RES. 5806 - a Resolution authorizing a Memorandum of Understanding between the Ohio Department of Medicaid and the City of Brecksville to participate in the program and complete the necessary intergovernmental transfer; and declaring an emergency.**

Motion for suspension made by Ganim, Seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.

Voting Nay: None.

Motion by Stucky, seconded by Bender to pass Resolution 5806.

Voting Yea: Bender, Ganim, Jantzen, Savage, Stucky.

Voting Nay: None.

MOTION CARRIED: 7 - Ayes, 0-Nays, 0 - Abstain.

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4. RES. 5807 - a Resolution authorizing a Memorandum of Understanding with the Cuyahoga Valley Career Center and the City of Brecksville related to a School Resource Officer; and declaring an emergency.

Motion for suspension made by Ganim, Seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.

Voting Nay: None.

Motion by Stucky, seconded by Bender to pass Resolution 5807.

Voting Yea: Bender, Ganim, Jantzen, Savage, Stucky.

Voting Nay: None.

MOTION CARRIED: 7 - Ayes, 0-Nays, 0 - Abstain.

5. RES. 5808 - a Resolution accepting the proposal from TMS Engineers Inc. for a third party traffic study review of the Valor Acres site; and declaring an emergency

Motion for suspension made by Ganim, Seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.

Voting Nay: None.

Motion by Stucky, seconded by Bender to pass Resolution 5808.

Voting Yea: Bender, Ganim, Jantzen, Savage, Stucky.

Voting Nay: None.

MOTION CARRIED: 7 - Ayes, 0-Nays, 0 - Abstain.

6. Liquor Permit Renewals - Determine the need for a hearing by the Ohio Division of Liquor Control for the renewal of Class C& D Liquor Permits expiring October 1, 2026.

Council President Caruso, Councilmember Ganim, and Councilmember Bender recused themselves due to a business conflict of interest.

Council considered notifying the Ohio Division of Liquor Control that the City of Brecksville did not request hearings on the renewal of all Class C and Class D liquor permits.

Motion by Savage, seconded by Stucky to advise the Ohio Division of Liquor Control the City of Brecksville does not request a hearing for the renewal of liquor permits.

Voting Yea: Jantzen, Koepke, Savage, Stucky.

Voting Nay: None.

MOTION CARRIED: 4 - Ayes, 0-Nays, 0 - Abstain.

Report of Council Representatives and Council Committees: Board of Zoning Appeals, Planning Commission, Recreation Commission, Human Services Advisory Board

Planning Commission

Council President Caruso reported the Planning Commission has 2 items from the July 9th meeting.

VA RESIDENTIAL PHASE 2 - 0000 CANVAS PARKWAY – T-1 BLOCK B - approval of the VA Residential Phase 2 Temporary Real Estate Sign, including the requested deviations, as shown on the application and accompanying plans.

Motion for passage by Caruso, seconded by Savage.

Voting Yea: Caruso, Jantzen, Koepke, Savage, Stucky.

Voting Nay: None.

MOTION CARRIED: 5- Ayes, 0-Nays, 0-Abstain.

VA MIXED USE GROUND FLOOR TENANT STOREFRONTS - 4550 HRUBY STREET - Final Approval for the Valor Acres Building G Ground Floor Tenant Storefronts, 4550 Hruby Street, within the Business Planned Development Area, as described in the application dated June 18, 2026, and accompanying plans dated June 22, 2026.

Motion for passage by Caruso, seconded by Savage.

Voting Yea: Caruso, Jantzen, Koepke, Savage, Stucky.

Voting Nay: None.

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MOTION CARRIED: 5- Ayes, 0-Nays, 0-Abstain.

Council Member Bender and Council Member Ganim returned to the meeting.

Board of Appeals

Council Member Stucky reported the Board of Zoning Appeals has no items for Council consideration. The next meeting of the Board of Appeals will be held August 10th at 7:30 PM.

Recreation Commission

Council Member Ganim: No Report

Human Services Advisory Board

Council Member Koepke reported the Human Services Advisory Board's next meeting will be August 11th at 3:00 PM.

Reports of Council Committees

Safety Service - Council Member Jantzen reported the Committee met earlier and have no items for Council consideration.

Streets & Sidewalks - Council Member Stucky reported the Committee met earlier and have no items for Council consideration.

Utilities - Council Member Koepke reported the Committee met earlier and has one item for Council consideration.

Riverview Road Culvert (C-14) Replacement Project – Authorizing the Purchasing Director to advertise for bids for the Riverview Road Culvert (C-14) Replacement Project.

Motion for passage by Koepke, seconded by Ganim.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.

Voting Nay: None.

MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

Buildings & Grounds - Council Member Ganim reported the Committee met earlier and has two items for Council consideration.

Christmas Decorations - Council approved the purchase of replacement Christmas decorations destroyed in the Blossom Service Garage fire from Bronner's Commercial Display in an amount not to exceed \$17,930.

Motion for passage by Ganim, seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.

Voting Nay: None.

MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

Central School Demolition - Council approval of Change Order #1 in the amount of \$42,995.00 for the Central School Demolition Project for additional asbestos removal expenses.

Motion for passage by Ganim, seconded by Koepke.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.

Voting Nay: None.

MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

Legislation - Council Member Savage reported the Committee met earlier and have no items for Council consideration.

Finance - Council Member Bender reported the Committee met earlier

Professional Bills -Approve the payment of monthly professional bills - Matty, Henrikson & Greve

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LLC \$ 16,141.33, William Logan \$4,000.00, Mary Hanna, Esq. \$ 700.00, Mansour Gavin LPA \$2,516.00, Donald G. Bohning & Associates, Inc. \$22,460.00, Sixmo \$2,525.00 Total of all Invoices \$48,342.33.

Motion for passage by Bender, seconded by Savage.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.

Voting Nay: None.

MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

Council approved salary continuation for Service Department Employee A who sustained a work-related injury.

Motion for passage by Caruso, seconded by Ganim.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.

Voting Nay: None.

MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

Council also approved salary continuation for Service Department Employee B following a work-related injury.

Motion for passage by Caruso, seconded by Ganim.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.

Voting Nay: None.

MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

Reports of Department Directors

Director of Law, Dave Matty: No Report

Engineer, Gerry Wise: No Report.

Director of Finance, Laura Starosta: No Report.

Chief Building Official: CBO Scott Packard: The Building Department issued 135 permits, recorded valuation of approximately \$53 Million and collected \$39,780 in receipts

Director of Human Services, Dr. Steve Paciorek: No Report.

Director of Service, Joe Kickel: No Report

Director of Purchasing, Monica Bartkiewicz: No Report.

Chief of Police Department, Chief Korinek:

Chief of Fire Department: Chief Bender: No Report.

Report of the Mayor

The Mayor announced an upcoming recognition ceremony honoring members of the Brecksville Fire Department, Police Department, and MetroHealth personnel whose coordinated response successfully saved the life of a cardiac arrest patient.

Additional announcements included:

- Updates on roadway construction and traffic alerts available through the City's website.
- The Brecksville Historical Association Corn Roast on August 9.
- Ribbon cutting for American Way Exteriors on August 14.
- The annual City Garage Sale on August 22, with registration information for residents wishing to participate.

Adjournment

8:20 PM

There being no further business before Council:

Motion made by Caruso, Seconded by Savage.

Voting Yea: Bender, Caruso, Ganim, Jantzen, Koepke, Savage, Stucky.

Voting Nay: None.

MOTION CARRIED: 7- Ayes, 0-Nays, 0-Abstain.

MINUTES OF THE MEETING OF THE
CITY OF BRECKSVILLE CITY COUNCIL REGULAR MEETING
HELD: August 4, 2026

President of Council

Clerk of Council

Mayor and Safety Director: Daryl Kingston

City Council Members: Dominic Caruso, President; Beth Savage, Vice President; Dan Bender; AJ Ganim; Mark Jantzen; Ann Koepke; Brian Stucky.

Clerk: Tammy Tabor

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5879

**A RESOLUTION AUTHORIZING THE MAYOR TO APPLY
FOR AMERICAN RESCUE PLAN ACT FUNDING THROUGH
THE CUYAHOGA COUNTY COUNCIL DISTRICT 6, ROUND 2
FUNDING FOR A COMMUNITY MESSAGE DISPLAY BOARD
AND ADA/FAMILY RESTROOM IMPROVEMENTS AT
STADIUM DRIVE; AND DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Mayor be, and hereby is, authorized to apply for American Rescue Plan Act funding through the Cuyahoga County Council District 6, Round 2 funding for a community message display board and ADA/family restroom improvements at Stadium Drive. The Mayor is authorized to execute whatever documents are necessary to complete the application process. If successful in obtaining such funding, the Mayor is authorized to execute whatever documents are necessary to effectuate the receipt of funds.

SECTION 2. Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to apply for funds remaining from Round 2, therefore said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: August 18, 2026

APPROVED: August 18, 2026

MAYOR

CLERK OF COUNCIL

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5880

**A RESOLUTION INCREASING THE EXCEPTION TO THE
DOLLAR LIMIT FOR SUPER BLANKET PURCHASE ORDERS
FOR ASPHALT MATERIALS AND FOR FUEL;
AND DECLARING AN EMERGENCY**

WHEREAS, at its meeting on November 18, 2025, council adopted Res. No. 5728 establishing a blanket purchase order amount limit and exceptions for higher limits; and

WHEREAS, the Purchasing Director has recommended an increase to the exception for the dollar limit for super blanket purchase orders for Asphalt Materials and for Fuel; and

WHEREAS, Council desires to increase the exception for the dollar limit for super blanket purchase orders for Asphalt Materials and for Fuel.

NOW THEREFOR BE IT RESOLVED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. Council hereby increases the exception for the dollar limit for a super blanket purchase order for Asphalt Materials from five hundred fifty thousand dollars (\$550,000) to six hundred fifty thousand dollars (\$650,000).

SECTION 1. Council hereby increases the exception for the dollar limit for a super blanket purchase order for Fuel from three hundred seventy-five thousand dollars (\$375,000) to four hundred fifty thousand dollars (\$450,000).

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency relates to the need to increase the limit exception on super blanket purchase orders for Asphalt Materials and for Fuel, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: August 18, 2026

APPROVED: August 18, 2026

MAYOR

CLERK OF COUNCIL

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5881

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN INDEPENDENT CONTRACTOR
AGREEMENT WITH DIANE BAYER FOR WORK AS
THE JAZZERCISE INSTRUCTOR FOR THE YEAR 2026;
AND DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Mayor be, and hereby is, authorized to enter into an Independent Contractor Agreement with Diane Bayer for work as the Jazzercise Instructor, for the year 2026, in an amount to be paid following the Payment Schedule or Terms attached as Exhibit “B” of the agreement, a copy of which Independent Contractor Agreement is attached hereto as Exhibit “A” and incorporated herein as if by reference.

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer’s certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Recreation Department’s need for a Jazzercise Instructor, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: August 18, 2026

APPROVED: August 18, 2026

MAYOR

CLERK OF COUNCIL

EXHIBIT "A"

THE CITY OF BRECKSVILLE

Independent Contractor Agreement
(Community Center)

This Independent Contractor Agreement ("Contract") is made by and between the City of Brecksville ("City") and Diane Bayer, a sole proprietor, whose principal place of business is 5301 Oakes Road, Brecksville, Ohio 44141 ("Contractor")

1. **Status of Contractor.** The Contractor is an independent contractor and not an employee of the City and as such, is not subject to City's control as to the means and methods of accomplishing the work or service to be performed hereunder, but the City may specify and control the result to be accomplished including any specifications, standards, or requirements. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the City authorized representative; or (2) the following date: the date this contract is authorized by Brecksville City Council and until terminated.

3. **Work or Services to be Performed by Contractor.** The work and/or services to be performed by the Contractor are detailed in Exhibit "A", attached hereto and expressly made a part hereof by reference.

4. **Payment for Work or Services.** The City agrees to pay Contractor for the satisfactory performance by Contractor of the work and/or services as detailed in Exhibit "A", in accordance with the schedule of payment(s) attached hereto and expressly made a part hereof by reference and marked Exhibit "B".

5. **Governmental Immunities Preserved.** Notwithstanding any other provision of this Contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions contained in Chapter 2744 of the Ohio Revised Code as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City of Brecksville, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Chapter 2744 of the Ohio Revised Code as now or hereafter amended, which provisions are hereby incorporated and made a part of this Contract.

6. **Contractor Liability, Indemnification and Insurance.** Contractor agrees that any and all claims and liability of every kind, nature and description arising from Contractor's operations, use of the Community Center, or acts or omissions of Contractor, its employees, instructors, volunteers, participants or guests, shall be the sole and complete responsibility of the Contractor.

Contractor shall maintain Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. The City shall be named as an Additional Insured, and Contractor's coverage shall be primary and non-contributory to any insurance or self-insurance maintained by the City. Certificates of Insurance shall be provided before use begins and upon each renewal and shall require at least thirty (30) days' written notice to the City before cancellation, non-renewal, or material reduction in coverage.

Contractor also agrees that it shall defend, indemnify, and hold harmless the City of Brecksville, its elected officials, officers, employees, volunteers, and agents from all claims, damages, liabilities, costs, and attorney fees arising from Contractor's operations, use of the facility, or the acts or omissions of Licensee, its employees, instructors, contractors, volunteers, participants, or guests. These obligations survive termination.

7. **Termination for Convenience.** The City may terminate this Contract at any time the City determines that the services of the Contractor are no longer needed. The City shall affect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In that event the contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered to the date of termination.

8. **Termination for Default.** A party will be considered in default of its obligations under this Contract if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for five (5) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

9. **Legal Authority.** The Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and to bind the Contractor to its terms. The person(s) executing this Contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Contract.

10. **Non-Assignment.** Contractor shall not assign or subcontract any of its obligations under this Contract without the advance written consent of the City. Any unauthorized assignment shall be void. City shall have the right, but not the obligation to terminate this Contract, without waiver of any other right or remedy, upon notice of Contractor's assignment or subcontract in violation of this section.

11. **Binding effect.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

12. **Entire Agreement.** This Contract including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Contract.

13. **Amendment**. No modification or amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.

14. **Waiver**. The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

15. **Severability**. In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.

16. **Independent Contractor**. The Contractor shall perform its duties hereunder as an independent Contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of the City. Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the City pursuant to this Contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or third party provides such coverage and that the City does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the City) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

17. **Choice of Law**. The laws of the State of Ohio and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Contract. The venue for any and all action related in any way to the Contract shall be Cuyahoga County, Ohio. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

18. **Independent Contractor and Participant Waivers**. The Independent Contractor and any participant shall sign a written assumption of risk and liability waiver prior to participation. The waiver shall release and indemnify the City to the fullest extent permitted by law. Participation is limited to individuals eighteen (18) years of age or older; if Contractor permits participation by an individual under eighteen (18), the waiver for that participant must also be signed by a parent or legal guardian. Contractor shall retain signed waivers for at least seven (7) years and provide copies upon request. These waivers are attached hereto as Exhibit "C" and are expressly made a part hereof by reference.

19. **Equipment and Facility Access**. Contractor may store equipment within an area designated by the City. All equipment remains the sole property of the Contractor. The City assumes no responsibility or liability for theft, loss, damage, destruction, or deterioration of any equipment or personal property. Equipment is stored entirely at the Contractor's risk. The City shall have unrestricted access to the room at all times for maintenance, inspections, repairs, emergencies, public safety, municipal operations, or any other lawful City purpose. The City shall make reasonable efforts to avoid unnecessary disturbance of equipment but shall not be liable for incidental disruption. Contractor shall maintain equipment in a safe, clean, and orderly condition.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on the date indicated herein below.

City of Brecksville

Independent Contractor

By: _____

By: _____

Authorized Signature

Date: _____

Date: _____

By: _____

Authorized Signature

As the parent and natural guardian of:

_____ a minor

Date Contract Terminated: _____

Date: _____

Approved as to Form and Legality

David J. Matty, Law Director

Date: _____

Exhibit “A”

(Description of Work and/or Services to be performed)

Class Type: Group Jazzercise Classes

Class Location: Brecksville Community Center Studios, scheduled based on availability from the City of Brecksville.

Schedule: The independent contractor will schedule their own classes based on the availability of the facility. All schedules will be approved by the City of Brecksville before they are published.

Fees: Fees are set by the instructor.

Registration & Fee Collection: All registrations, waivers, and payment will be handled by the City of Brecksville.

Marketing: The City of Brecksville will market all independent contractor classes in the same way they market all internal programming. Independent contractors are also able to market their classes through their own sources.

Exhibit "B"
(Payment Schedule or Terms)

Payment Rate: Independent Contractor will receive 80% of revenue collected by the Community Center, and the City of Brecksville will keep 20%.

Payment: Payment will be made bi-weekly by check through the Finance Department, based on the prior two weeks revenue.

Exhibit "C"
(Independent Contractor and Participant Waivers)

I, the undersigned, hereby make application for registration of membership programs or activities, on behalf of myself and each of the minor children listed in this application, at the Brecksville Community Center for participation in various activities conducted at this center or sponsored by the City on or off site. I acknowledge that I am fully aware of the risks associated with participation by my family and me and in these activities. I, on behalf of myself and my child(ren) do hereby individually and collectively release, indemnify and hold harmless the City of Brecksville, its employees, agents and licensees from any and all liability whatsoever of every kind, nature and description, whether direct or indirect arising from the participation of my family and I in these activities. I agree that it is my responsibility to notify the Brecksville Community Center and the City of Brecksville if myself or any of my family members are injured on City Property. I agree to abide by all the rules, regulations and policies governing this facility and further agree to be personally responsible for any minor child of mine obeying such rules, regulations and policies. In signing this waiver, I hereby acknowledge that all of the foregoing information is true and correct. I understand that any false or incorrect statements made in this application, including but not limited to information regarding my place of residence, may result in the cancellation of my registration without refund of any fees paid by me.

Use of Photographs: I do hereby grant and give the City of Brecksville the right to use my photograph or image (or the photograph or image of the participant for whom I am signing) with or without my/our names, both single and in conjunction with other persons or objects for any and all lawful purposes including, but not limited to, private or public presentation, advertising, publicity and promotion relating hereto. I warrant that I have the right to authorize the foregoing uses and do hereby agree to hold the City of Brecksville harmless of and from any liability of whatever nature, which may arise out of result of such uses.

Signature: _____ Date: _____

Printed Name: _____

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5882

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN INDEPENDENT CONTRACTOR
AGREEMENT WITH CLEVELAND FENCING ACADEMY
FOR WORK AS THE FENCING PARTNER FOR THE
YEAR 2026; AND DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Mayor be, and hereby is, authorized to enter into an Independent Contractor Agreement with Cleveland Fencing Academy for work as the Fencing Partner, for the year 2026, in an amount to be paid following the Payment Schedule or Terms attached as Exhibit “B” of the agreement, a copy of which Independent Contractor Agreement is attached hereto as Exhibit “A” and incorporated herein as if by reference.

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer’s certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Recreation Department’s need for the fencing partner, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: August 18, 2026

APPROVED: August 18, 2026

MAYOR

CLERK OF COUNCIL

EXHIBIT "A"
THE CITY OF BRECKSVILLE

**Independent Contractor Agreement
(Community Center)**

This Independent Contractor Agreement ("Contract") is made by and between the City of Brecksville ("City") and Cleveland Fencing Academy – East LLC, a LLC, whose principal place of business is 23408 Commerce Park Beachwood, Ohio 44122 ("Contractor")

1. **Status of Contractor.** The Contractor is an independent contractor and not an employee of the City and as such, is not subject to City's control as to the means and methods of accomplishing the work or service to be performed hereunder, but the City may specify and control the result to be accomplished including any specifications, standards, or requirements. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the City authorized representative; or (2) the following date: the date this contract is authorized by Brecksville City Council and until terminated.

3. **Work or Services to be Performed by Contractor.** The work and/or services to be performed by the Contractor are detailed in Exhibit "A", attached hereto and expressly made a part hereof by reference.

4. **Payment for Work or Services.** The City agrees to pay Contractor for the satisfactory performance by Contractor of the work and/or services as detailed in Exhibit "A", in accordance with the schedule of payment(s) attached hereto and expressly made a part hereof by reference and marked Exhibit "B".

5. **Governmental Immunities Preserved.** Notwithstanding any other provision of this Contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions contained in Chapter 2744 of the Ohio Revised Code as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City of Brecksville, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Chapter 2744 of the Ohio Revised Code as now or hereafter amended, which provisions are hereby incorporated and made a part of this

Contract.

6. **Contractor Liability, Indemnification and Insurance.** Contractor agrees that any and all claims and liability of every kind, nature and description arising from Contractor's operations, use of the Community Center, or acts or omissions of Contractor, its employees, instructors, volunteers, participants or guests, shall be the sole and complete responsibility of the Contractor.

Contractor shall maintain Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. The City shall be named as an Additional Insured, and Contractor's coverage shall be primary and non-contributory to any insurance or self-insurance maintained by the City. Certificates of Insurance shall be provided before use begins and upon each renewal and shall require at least thirty (30) days' written notice to the City before cancellation, non-renewal, or material reduction in coverage.

Contractor also agrees that it shall defend, indemnify, and hold harmless the City of Brecksville, its elected officials, officers, employees, volunteers, and agents from all claims, damages, liabilities, costs, and attorney fees arising from Contractor's operations, use of the facility, or the acts or omissions of Licensee, its employees, instructors, contractors, volunteers, participants, or guests. These obligations survive termination.

7. **Termination for Convenience.** The City may terminate this Contract at any time the City determines that the services of the Contractor are no longer needed. The City shall affect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In that event the contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered to the date of termination.

8. **Termination for Default.** A party will be considered in default of its obligations under this Contract if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for five (5) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

9. **Legal Authority.** The Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and to bind the Contractor to its terms. The person(s) executing this Contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Contract.

10. **Non-Assignment.** Contractor shall not assign or subcontract any of its obligations under this Contract without the advance written consent of the City. Any unauthorized assignment shall be void. City shall have the right, but not the obligation to terminate this Contract, without waiver of any other right or remedy, upon notice of Contractor's assignment or subcontract in violation of this section.

11. **Binding effect.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

12. **Entire Agreement.** This Contract including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Contract.

13. **Amendment.** No modification or amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.

14. **Waiver.** The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

15. **Severability.** In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.

16. **Independent Contractor.** The Contractor shall perform its duties hereunder as an independent Contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of the City. Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the City pursuant to this Contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or third party provides such coverage and that the City does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the City) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

17. **Choice of Law.** The laws of the State of Ohio and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Contract. The venue for any and all action related in any way to the Contract shall be Cuyahoga County, Ohio. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

18. **Independent Contractor and Participant Waivers.** The Independent Contractor and any participant shall sign a written assumption of risk and liability waiver prior to participation. The waiver shall release and indemnify the City to the fullest extent permitted by law. Participation is limited to individuals eighteen (18) years of age or older; if Contractor permits participation by an individual under eighteen (18), the waiver for that participant must also be signed by a parent or legal guardian. Contractor shall retain signed waivers for at least seven (7) years and provide copies upon request. These waivers are attached hereto as Exhibit "C" and are expressly made a part hereof by reference.

19. **Equipment and Facility Access.** Contractor may store equipment within an area designated by the City. All equipment remains the sole property of the Contractor. The City assumes no responsibility or liability for theft, loss, damage, destruction, or deterioration of any equipment or personal property. Equipment is stored entirely at the Contractor's risk. The City shall have

unrestricted access to the room at all times for maintenance, inspections, repairs, emergencies, public safety, municipal operations, or any other lawful City purpose. The City shall make reasonable efforts to avoid unnecessary disturbance of equipment but shall not be liable for incidental disruption. Contractor shall maintain equipment in a safe, clean, and orderly condition.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on the date indicated herein below.

City of Brecksville

Independent Contractor

By: _____

By: _____
Authorized Signature

Date: _____

Date: _____

By: _____
Authorized Signature

As the parent and natural guardian of:

_____ a minor

Date Contract Terminated: _____

Date: _____

Approved as to Form and Legality

David J. Matty, Law Director

Date: _____

Exhibit “A”

(Description of Work and/or Services to be performed)

Class Type: Group Fencing Classes

Class Location: Cleveland Fencing Beechwood and Lakewood Locations.

Schedule: The independent contractor will schedule their own clients based on the availability of the facility. All schedules will be approved by the City of Brecksville before they are published.

Fees: Fees are set by the instructor, based on the City’s 3 tiers fee schedule.

Registration & Fee Collection: All registrations, waivers, and payment will be handled by the City of Brecksville.

Marketing: The City of Brecksville will market all independent contractor classes in the same way they market all internal programming. Independent contractors are also able to market their classes through their own sources.

Exhibit “B”
(Payment Schedule or Terms)

Payment Rate: Independent Contractor will receive 75% of revenue collected by the Community Center, and the City of Brecksville will keep 25%.

Payment: Payment will be made at the end of each session.

Exhibit "C"
(Independent Contractor and Participant Waivers)

I, the undersigned, hereby make application for registration of membership programs or activities, on behalf of myself and each of the minor children listed in this application, at the Brecksville Community Center for participation in various activities conducted at this center or sponsored by the City on or off site. I acknowledge that I am fully aware of the risks associated with participation by my family and me and in these activities. I, on behalf of myself and my child(ren) do hereby individually and collectively release, indemnify and hold harmless the City of Brecksville, its employees, agents and licensees from any and all liability whatsoever of every kind, nature and description, whether direct or indirect arising from the participation of my family and I in these activities. I agree that it is my responsibility to notify the Brecksville Community Center and the City of Brecksville if myself or any of my family members are injured on City Property. I agree to abide by all the rules, regulations and policies governing this facility and further agree to be personally responsible for any minor child of mine obeying such rules, regulations and policies. In signing this waiver, I hereby acknowledge that all of the foregoing information is true and correct. I understand that any false or incorrect statements made in this application, including but not limited to information regarding my place of residence, may result in the cancellation of my registration without refund of any fees paid by me.

Use of Photographs: I do hereby grant and give the City of Brecksville the right to use my photograph or image (or the photograph or image of the participant for whom I am signing) with or without my/our names, both single and in conjunction with other persons or objects for any and all lawful purposes including, but not limited to, private or public presentation, advertising, publicity and promotion relating hereto. I warrant that I have the right to authorize the foregoing uses and do hereby agree to hold the City of Brecksville harmless of and from any liability of whatever nature, which may arise out of result of such uses.

Signature: _____ Date: _____

Printed Name: _____

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5883

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN INDEPENDENT CONTRACTOR
AGREEMENT WITH CLAUDIA FONTANA FOR
WORK AS THE PICKLEBALL INSTRUCTOR FOR
THE YEAR 2026; AND DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Mayor be, and hereby is, authorized to enter into an Independent Contractor Agreement with Claudia Fontana for work as the Pickleball Instructor, for the year 2026, in an amount to be paid following the Payment Schedule or Terms attached as Exhibit “B” of the agreement, a copy of which Independent Contractor Agreement is attached hereto as Exhibit “A” and incorporated herein as if by reference.

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer’s certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Recreation Department’s need for the Pickleball Instructor, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: August 18, 2026

APPROVED: August 18, 2026

MAYOR

CLERK OF COUNCIL

EXHIBIT "A"
THE CITY OF BRECKSVILLE
Independent Contractor Agreement
(Community Center)

This Independent Contractor Agreement ("Contract") is made by and between the City of Brecksville ("City") and Claudia Fontana, a sole proprietor, whose principal place of business is 5733 Brecksville Road, Independence, Ohio 44131 ("Contractor")

1. **Status of Contractor.** The Contractor is an independent contractor and not an employee of the City and as such, is not subject to City's control as to the means and methods of accomplishing the work or service to be performed hereunder, but the City may specify and control the result to be accomplished including any specifications, standards, or requirements. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the City authorized representative; or (2) the following date: the date this contract is authorized by Brecksville City Council and until terminated.

3. **Work or Services to be Performed by Contractor.** The work and/or services to be performed by the Contractor are detailed in Exhibit "A", attached hereto and expressly made a part hereof by reference.

4. **Payment for Work or Services.** The City agrees to pay Contractor for the satisfactory performance by Contractor of the work and/or services as detailed in Exhibit "A", in accordance with the schedule of payment(s) attached hereto and expressly made a part hereof by reference and marked Exhibit "B".

5. **Governmental Immunities Preserved.** Notwithstanding any other provision of this Contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions contained in Chapter 2744 of the Ohio Revised Code as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City of Brecksville, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Chapter 2744 of the Ohio Revised Code as now or hereafter amended, which provisions are hereby incorporated and made a part of this Contract.

6. **Contractor Liability, Indemnification and Insurance.** Contractor agrees that any and all claims and liability of every kind, nature and description arising from Contractor's operations, use of the Community Center, or acts or omissions of Contractor, its employees, instructors, volunteers, participants or guests, shall be the sole and complete responsibility of the Contractor.

Contractor shall maintain Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. The City shall be named as an Additional Insured, and Contractor's coverage shall be primary and non-contributory to any insurance or self-insurance maintained by the City. Certificates of Insurance shall be provided before use begins and upon each renewal and shall require at least thirty (30) days' written notice to the City before cancellation, non-renewal, or material reduction in coverage.

Contractor also agrees that it shall defend, indemnify, and hold harmless the City of Brecksville, its elected officials, officers, employees, volunteers, and agents from all claims, damages, liabilities, costs, and attorney fees arising from Contractor's operations, use of the facility, or the acts or omissions of Licensee, its employees, instructors, contractors, volunteers, participants, or guests. These obligations survive termination.

7. **Termination for Convenience.** The City may terminate this Contract at any time the City determines that the services of the Contractor are no longer needed. The City shall affect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In that event the contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered to the date of termination.

8. **Termination for Default.** A party will be considered in default of its obligations under this Contract if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for five (5) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

9. **Legal Authority.** The Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and to bind the Contractor to its terms. The person(s) executing this Contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Contract.

10. **Non-Assignment.** Contractor shall not assign or subcontract any of its obligations under this Contract without the advance written consent of the City. Any unauthorized assignment shall be void. City shall have the right, but not the obligation to terminate this Contract, without waiver of any other right or remedy, upon notice of Contractor's assignment or subcontract in violation of this section.

11. **Binding effect.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

12. **Entire Agreement.** This Contract including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Contract.

13. **Amendment**. No modification or amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.

14. **Waiver**. The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

15. **Severability**. In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.

16. **Independent Contractor**. The Contractor shall perform its duties hereunder as an independent Contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of the City. Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the City pursuant to this Contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or third party provides such coverage and that the City does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the City) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

17. **Choice of Law**. The laws of the State of Ohio and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Contract. The venue for any and all action related in any way to the Contract shall be Cuyahoga County, Ohio. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

18. **Independent Contractor and Participant Waivers**. The Independent Contractor and any participant shall sign a written assumption of risk and liability waiver prior to participation. The waiver shall release and indemnify the City to the fullest extent permitted by law. Participation is limited to individuals eighteen (18) years of age or older; if Contractor permits participation by an individual under eighteen (18), the waiver for that participant must also be signed by a parent or legal guardian. Contractor shall retain signed waivers for at least seven (7) years and provide copies upon request. These waivers are attached hereto as Exhibit "C" and are expressly made a part hereof by reference.

19. **Equipment and Facility Access**. Contractor may store equipment within an area designated by the City. All equipment remains the sole property of the Contractor. The City assumes no responsibility or liability for theft, loss, damage, destruction, or deterioration of any equipment or personal property. Equipment is stored entirely at the Contractor's risk. The City shall have unrestricted access to the room at all times for maintenance, inspections, repairs, emergencies, public safety, municipal operations, or any other lawful City purpose. The City shall make reasonable efforts to avoid unnecessary disturbance of equipment but shall not be liable for incidental disruption. Contractor shall maintain equipment in a safe, clean, and orderly condition.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on the date indicated herein below.

City of Brecksville

Independent Contractor

By: _____

By: _____

Authorized Signature

Date: _____

Date: _____

By: _____

Authorized Signature

As the parent and natural guardian of:

_____ a minor

Date Contract Terminated: _____

Date: _____

Approved as to Form and Legality

David J. Matty, Law Director

Date: _____

Exhibit “A”

(Description of Work and/or Services to be performed)

Class Type: Group Pickleball Classes

Class Location: Blossom Hill Field House, scheduled based on availability from the City of Brecksville.

Schedule: The independent contractor will schedule their own classes based on the availability of the facility. All schedules will be approved by the City of Brecksville before they are published.

Fees: Fees are set by the instructor based on the City’s 3 tier fee schedule format.

Registration & Fee Collection: All registrations, waivers, and payment will be handled by the City of Brecksville.

Marketing: The City of Brecksville will market all independent contractor classes in the same way they market all internal programming. Independent contractors are also able to market their classes through their own sources.

Exhibit “B”
(Payment Schedule or Terms)

Payment Rate: Independent Contractor will receive 70% of revenue collected by the Community Center, and the City of Brecksville will keep 30%.

Payment Terms: will be made at the end of each session by check through the Finance Department.

Exhibit "C"
(Independent Contractor and Participant Waivers)

I, the undersigned, hereby make application for registration of membership programs or activities, on behalf of myself and each of the minor children listed in this application, at the Brecksville Community Center for participation in various activities conducted at this center or sponsored by the City on or off site. I acknowledge that I am fully aware of the risks associated with participation by my family and me and in these activities. I, on behalf of myself and my child(ren) do hereby individually and collectively release, indemnify and hold harmless the City of Brecksville, its employees, agents and licensees from any and all liability whatsoever of every kind, nature and description, whether direct or indirect arising from the participation of my family and I in these activities. I agree that it is my responsibility to notify the Brecksville Community Center and the City of Brecksville if myself or any of my family members are injured on City Property. I agree to abide by all the rules, regulations and policies governing this facility and further agree to be personally responsible for any minor child of mine obeying such rules, regulations and policies. In signing this waiver, I hereby acknowledge that all of the foregoing information is true and correct. I understand that any false or incorrect statements made in this application, including but not limited to information regarding my place of residence, may result in the cancellation of my registration without refund of any fees paid by me.

Use of Photographs: I do hereby grant and give the City of Brecksville the right to use my photograph or image (or the photograph or image of the participant for whom I am signing) with or without my/our names, both single and in conjunction with other persons or objects for any and all lawful purposes including, but not limited to, private or public presentation, advertising, publicity and promotion relating hereto. I warrant that I have the right to authorize the foregoing uses and do hereby agree to hold the City of Brecksville harmless of and from any liability of whatever nature, which may arise out of result of such uses.

Signature: _____ Date: _____

Printed Name: _____

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5884

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN INDEPENDENT CONTRACTOR
AGREEMENT WITH BETH KOPNISKE FOR
MASSAGE SERVICES FOR THE YEAR 2026;
AND DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Mayor be, and hereby is, authorized to enter into an Independent Contractor Agreement with Beth Kopniske for Massage Services, for the year 2026, in an amount to be paid following the Payment Schedule or Terms attached as Exhibit “B” of the agreement, a copy of which Independent Contractor Agreement is attached hereto as Exhibit “A” and incorporated herein as if by reference.

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer’s certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Recreation Department’s need for massage services, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: August 18, 2026

APPROVED: August 18, 2026

MAYOR	CLERK OF COUNCIL

EXHIBIT "A"

THE CITY OF BRECKSVILLE

Independent Contractor Agreement
(Community Center)

This Independent Contractor Agreement ("Contract") is made by and between the City of Brecksville ("City") and Beth Kopniske, a sole proprietor, whose principal place of business is 4004 Villas Drive, Stow, Ohio 44224 ("Contractor")

1. **Status of Contractor.** The Contractor is an independent contractor and not an employee of the City and as such, is not subject to City's control as to the means and methods of accomplishing the work or service to be performed hereunder, but the City may specify and control the result to be accomplished including any specifications, standards, or requirements. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the City authorized representative; or (2) the following date: the date this contract is authorized by Brecksville City Council and until terminated.

3. **Work or Services to be Performed by Contractor.** The work and/or services to be performed by the Contractor are detailed in Exhibit "A", attached hereto and expressly made a part hereof by reference.

4. **Payment for Work or Services.** The City agrees to pay Contractor for the satisfactory performance by Contractor of the work and/or services as detailed in Exhibit "A", in accordance with the schedule of payment(s) attached hereto and expressly made a part hereof by reference and marked Exhibit "B".

5. **Governmental Immunities Preserved.** Notwithstanding any other provision of this Contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions contained in Chapter 2744 of the Ohio Revised Code as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City of Brecksville, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Chapter 2744 of the Ohio Revised Code as now or hereafter amended, which provisions are hereby incorporated and made a part of this

Contract.

6. **Contractor Liability, Indemnification and Insurance.** Contractor agrees that any and all claims and liability of every kind, nature and description arising from Contractor's operations, use of the Community Center, or acts or omissions of Contractor, its employees, instructors, volunteers, participants or guests, shall be the sole and complete responsibility of the Contractor.

Contractor shall maintain Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. The City shall be named as an Additional Insured, and Contractor's coverage shall be primary and non-contributory to any insurance or self-insurance maintained by the City. Certificates of Insurance shall be provided before use begins and upon each renewal and shall require at least thirty (30) days' written notice to the City before cancellation, non-renewal, or material reduction in coverage.

Contractor also agrees that it shall defend, indemnify, and hold harmless the City of Brecksville, its elected officials, officers, employees, volunteers, and agents from all claims, damages, liabilities, costs, and attorney fees arising from Contractor's operations, use of the facility, or the acts or omissions of Licensee, its employees, instructors, contractors, volunteers, participants, or guests. These obligations survive termination.

7. **Termination for Convenience.** The City may terminate this Contract at any time the City determines that the services of the Contractor are no longer needed. The City shall affect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In that event the contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered to the date of termination.

8. **Termination for Default.** A party will be considered in default of its obligations under this Contract if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for five (5) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

9. **Legal Authority.** The Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and to bind the Contractor to its terms. The person(s) executing this Contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Contract.

10. **Non-Assignment.** Contractor shall not assign or subcontract any of its obligations under this Contract without the advance written consent of the City. Any unauthorized assignment shall be void. City shall have the right, but not the obligation to terminate this Contract, without waiver of any other right or remedy, upon notice of Contractor's assignment or subcontract in violation of this section.

11. **Binding effect.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

12. **Entire Agreement.** This Contract including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Contract.

13. **Amendment.** No modification or amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.

14. **Waiver.** The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

15. **Severability.** In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.

16. **Independent Contractor.** The Contractor shall perform its duties hereunder as an independent Contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of the City. Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the City pursuant to this Contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or third party provides such coverage and that the City does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the City) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

17. **Choice of Law.** The laws of the State of Ohio and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Contract. The venue for any and all action related in any way to the Contract shall be Cuyahoga County, Ohio. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

18. **Independent Contractor and Participant Waivers.** The Independent Contractor and any participant shall sign a written assumption of risk and liability waiver prior to participation. The waiver shall release and indemnify the City to the fullest extent permitted by law. Participation is limited to individuals eighteen (18) years of age or older; if Contractor permits participation by an individual under eighteen (18), the waiver for that participant must also be signed by a parent or legal guardian. Contractor shall retain signed waivers for at least seven (7) years and provide copies upon request. These waivers are attached hereto as Exhibit "C" and are expressly made a part hereof by reference.

19. **Equipment and Facility Access.** Contractor may store equipment within an area designated by the City. All equipment remains the sole property of the Contractor. The City assumes no responsibility or liability for theft, loss, damage, destruction, or deterioration of any equipment or personal property. Equipment is stored entirely at the Contractor's risk. The City shall have

unrestricted access to the room at all times for maintenance, inspections, repairs, emergencies, public safety, municipal operations, or any other lawful City purpose. The City shall make reasonable efforts to avoid unnecessary disturbance of equipment but shall not be liable for incidental disruption. Contractor shall maintain equipment in a safe, clean, and orderly condition.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on the date indicated herein below.

City of Brecksville

Independent Contractor

By: _____

By: _____
Authorized Signature

Date: _____

Date: _____

By: _____
Authorized Signature

As the parent and natural guardian of:

_____ a minor

Date Contract Terminated: _____

Date: _____

Approved as to Form and Legality

David J. Matty, Law Director

Date: _____

Exhibit “A”

(Description of Work and/or Services to be performed)

Class Type: Private Personal Massages

Class Location: Brecksville Community Center Massage Room, scheduled based on availability from the City of Brecksville.

Schedule: The independent contractor will schedule their own clients based on the availability of the facility. All schedules will be approved by the City of Brecksville before they are published.

Fees: Fees are set by the instructor.

Registration & Fee Collection: All registrations, waivers, and payment will be handled by the City of Brecksville.

Marketing: The City of Brecksville will market all independent contractor classes in the same way they market all internal programming. Independent contractors are also able to market their classes through their own sources.

Exhibit "B"
(Payment Schedule or Terms)

Payment Rate: Independent Contractor will receive 80% of revenue collected by the Community Center, and the City of Brecksville will keep 20%, and any sales tax charged.

Payment: Payment will be made bi-weekly by check through the Finance Department, based on the prior two weeks revenue.

The City of Brecksville will report and pay any applicable taxes to the State of Ohio.

Exhibit "C"
(Independent Contractor and Participant Waivers)

I, the undersigned, hereby make application for registration of membership programs or activities, on behalf of myself and each of the minor children listed in this application, at the Brecksville Community Center for participation in various activities conducted at this center or sponsored by the City on or off site. I acknowledge that I am fully aware of the risks associated with participation by my family and me and in these activities. I, on behalf of myself and my child(ren) do hereby individually and collectively release, indemnify and hold harmless the City of Brecksville, its employees, agents and licensees from any and all liability whatsoever of every kind, nature and description, whether direct or indirect arising from the participation of my family and I in these activities. I agree that it is my responsibility to notify the Brecksville Community Center and the City of Brecksville if myself or any of my family members are injured on City Property. I agree to abide by all the rules, regulations and policies governing this facility and further agree to be personally responsible for any minor child of mine obeying such rules, regulations and policies. In signing this waiver, I hereby acknowledge that all of the foregoing information is true and correct. I understand that any false or incorrect statements made in this application, including but not limited to information regarding my place of residence, may result in the cancellation of my registration without refund of any fees paid by me.

Use of Photographs: I do hereby grant and give the City of Brecksville the right to use my photograph or image (or the photograph or image of the participant for whom I am signing) with or without my/our names, both single and in conjunction with other persons or objects for any and all lawful purposes including, but not limited to, private or public presentation, advertising, publicity and promotion relating hereto. I warrant that I have the right to authorize the foregoing uses and do hereby agree to hold the City of Brecksville harmless of and from any liability of whatever nature, which may arise out of result of such uses.

Signature: _____ Date: _____

Printed Name: _____

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5885

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN INDEPENDENT CONTRACTOR
AGREEMENT WITH AMERICAN PERFORMING
ARTS NETWORK, JULIE MATHEWS FOR WORK AS
THE CHILDREN’S ACTING INSTRUCTOR FOR
THE YEAR 2026; AND DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Mayor be, and hereby is, authorized to enter into an Independent Contractor Agreement with American Performing Arts Network, Julie Mathews for work as the Children’s Acting Instructor, for the year 2026, in an amount to be paid following the Payment Schedule or Terms attached as Exhibit “B” of the agreement, a copy of which Independent Contractor Agreement is attached hereto as Exhibit “A” and incorporated herein as if by reference.

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer’s certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Recreation Department’s need for a Children’s Acting Instructor, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: August 18, 2026

APPROVED: August 18, 2026

MAYOR	CLERK OF COUNCIL

EXHIBIT "A"

THE CITY OF BRECKSVILLE

Independent Contractor Agreement
(Community Center)

This Independent Contractor Agreement ("Contract") is made by and between the City of Brecksville ("City") and American Performing Arts Network, Julie Matthews, whose principal place of business is 737 Spafford Oval, Sagamore Hills, OH 44067 ("Contractor")

1. **Status of Contractor.** The Contractor is an independent contractor and not an employee of the City and as such, is not subject to City's control as to the means and methods of accomplishing the work or service to be performed hereunder, but the City may specify and control the result to be accomplished including any specifications, standards, or requirements. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the City authorized representative; or (2) the following date: the date this contract is authorized by Brecksville City Council and until terminated.

3. **Work or Services to be Performed by Contractor.** The work and/or services to be performed by the Contractor are detailed in Exhibit "A", attached hereto and expressly made a part hereof by reference.

4. **Payment for Work or Services.** The City agrees to pay Contractor for the satisfactory performance by Contractor of the work and/or services as detailed in Exhibit "A", in accordance with the schedule of payment(s) attached hereto and expressly made a part hereof by reference and marked Exhibit "B".

5. **Governmental Immunities Preserved.** Notwithstanding any other provision of this Contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions contained in Chapter 2744 of the Ohio Revised Code as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City of Brecksville, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Chapter 2744 of the Ohio Revised Code as now or hereafter amended, which provisions are hereby incorporated and made a part of this Contract.

6. **Contractor Liability, Indemnification and Insurance.** Contractor agrees that any and all claims and liability of every kind, nature and description arising from Contractor's operations, use of the Community Center, or acts or omissions of Contractor, its employees, instructors, volunteers, participants or guests, shall be the sole and complete responsibility of the Contractor.

Contractor shall maintain Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. The City shall be named as an Additional Insured, and Contractor's coverage shall be primary and non-contributory to any insurance or self-insurance maintained by the City. Certificates of Insurance shall be provided before use begins and upon each renewal and shall require at least thirty (30) days' written notice to the City before cancellation, non-renewal, or material reduction in coverage.

Contractor also agrees that it shall defend, indemnify, and hold harmless the City of Brecksville, its elected officials, officers, employees, volunteers, and agents from all claims, damages, liabilities, costs, and attorney fees arising from Contractor's operations, use of the facility, or the acts or omissions of Licensee, its employees, instructors, contractors, volunteers, participants, or guests. These obligations survive termination.

7. **Termination for Convenience.** The City may terminate this Contract at any time the City determines that the services of the Contractor are no longer needed. The City shall affect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In that event the contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered to the date of termination.

8. **Termination for Default.** A party will be considered in default of its obligations under this Contract if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for five (5) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

9. **Legal Authority.** The Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and to bind the Contractor to its terms. The person(s) executing this Contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Contract.

10. **Non-Assignment.** Contractor shall not assign or subcontract any of its obligations under this Contract without the advance written consent of the City. Any unauthorized assignment shall be void. City shall have the right, but not the obligation to terminate this Contract, without waiver of any other right or remedy, upon notice of Contractor's assignment or subcontract in violation of this section.

11. **Binding effect.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

12. **Entire Agreement.** This Contract including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Contract.

13. **Amendment**. No modification or amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.

14. **Waiver**. The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

15. **Severability**. In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.

16. **Independent Contractor**. The Contractor shall perform its duties hereunder as an independent Contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of the City. Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the City pursuant to this Contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or third party provides such coverage and that the City does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the City) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

17. **Choice of Law**. The laws of the State of Ohio and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Contract. The venue for any and all action related in any way to the Contract shall be Cuyahoga County, Ohio. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

18. **Independent Contractor and Participant Waivers**. The Independent Contractor and any participant shall sign a written assumption of risk and liability waiver prior to participation. The waiver shall release and indemnify the City to the fullest extent permitted by law. Participation is limited to individuals eighteen (18) years of age or older; if Contractor permits participation by an individual under eighteen (18), the waiver for that participant must also be signed by a parent or legal guardian. Contractor shall retain signed waivers for at least seven (7) years and provide copies upon request. These waivers are attached hereto as Exhibit "C" and are expressly made a part hereof by reference.

19. **Equipment and Facility Access**. Contractor may store equipment within an area designated by the City. All equipment remains the sole property of the Contractor. The City assumes no responsibility or liability for theft, loss, damage, destruction, or deterioration of any equipment or personal property. Equipment is stored entirely at the Contractor's risk. The City shall have unrestricted access to the room at all times for maintenance, inspections, repairs, emergencies, public safety, municipal operations, or any other lawful City purpose. The City shall make reasonable efforts to avoid unnecessary disturbance of equipment but shall not be liable for incidental disruption. Contractor shall maintain equipment in a safe, clean, and orderly condition.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on the date indicated herein below.

City of Brecksville

Independent Contractor

By: _____

By: _____

Authorized Signature

Date: _____

Date: _____

By: _____

Authorized Signature

As the parent and natural guardian of:

_____ a minor

Date Contract Terminated: _____

Date: _____

Approved as to Form and Legality

David J. Matty, Law Director

Date: _____

Exhibit “A”

(Description of Work and/or Services to be performed)

Class Type: Youth Acting Classes

Class Location: Old Town Hall, and the Brecksville Community Center, scheduled based on availability from the City of Brecksville.

Schedule: The independent contractor will schedule their own classes based on the availability of the facility. All schedules will be approved by the City of Brecksville before they are published.

Fees: Fees are set by the instructor based on the City’s 3 tier fee schedule format.

Registration & Fee Collection: All registrations, waivers, and payment will be handled by the City of Brecksville.

Marketing: The City of Brecksville will market all independent contractor classes in the same way they market all internal programming. Independent contractors are also able to market their classes through their own sources.

Exhibit “B”
(Payment Schedule or Terms)

Payment Rate: Independent Contractor will receive 80% of program registrations revenue collected by the Community Center, and the City of Brecksville will keep 20%.

Independent Contractor will receive 50% of ticket sales revenue for any performances collected by the Community Center and the City of Brecksville will keep 50%.

Payment Terms: Payment will be made by check through the Finance Department, after the final performance of each session.

Exhibit "C"
(Independent Contractor and Participant Waivers)

I, the undersigned, hereby make application for registration of membership programs or activities, on behalf of myself and each of the minor children listed in this application, at the Brecksville Community Center for participation in various activities conducted at this center or sponsored by the City on or off site. I acknowledge that I am fully aware of the risks associated with participation by my family and me and in these activities. I, on behalf of myself and my child(ren) do hereby individually and collectively release, indemnify and hold harmless the City of Brecksville, its employees, agents and licensees from any and all liability whatsoever of every kind, nature and description, whether direct or indirect arising from the participation of my family and I in these activities. I agree that it is my responsibility to notify the Brecksville Community Center and the City of Brecksville if myself or any of my family members are injured on City Property. I agree to abide by all the rules, regulations and policies governing this facility and further agree to be personally responsible for any minor child of mine obeying such rules, regulations and policies. In signing this waiver, I hereby acknowledge that all of the foregoing information is true and correct. I understand that any false or incorrect statements made in this application, including but not limited to information regarding my place of residence, may result in the cancellation of my registration without refund of any fees paid by me.

Use of Photographs: I do hereby grant and give the City of Brecksville the right to use my photograph or image (or the photograph or image of the participant for whom I am signing) with or without my/our names, both single and in conjunction with other persons or objects for any and all lawful purposes including, but not limited to, private or public presentation, advertising, publicity and promotion relating hereto. I warrant that I have the right to authorize the foregoing uses and do hereby agree to hold the City of Brecksville harmless of and from any liability of whatever nature, which may arise out of result of such uses.

Signature: _____ Date: _____

Printed Name: _____

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5886

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN INDEPENDENT CONTRACTOR
AGREEMENT WITH TONI PAOLETTA/PAINT SIP
AND SOCIALIZE, LLC FOR WORK AS THE ART
INSTRUCTOR FOR THE YEAR 2026;
AND DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Mayor be, and hereby is, authorized to enter into an Independent Contractor Agreement with Toni Paoletta/Paint Sip and Socialize, LLC for work as the Art Instructor, for the year 2026, in an amount to be paid following the Payment Schedule or Terms attached as Exhibit “B” of the agreement, a copy of which Independent Contractor Agreement is attached hereto as Exhibit “A” and incorporated herein as if by reference.

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer’s certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Recreation Department’s need for the Art Instructor, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: August 18, 2026

APPROVED: August 18, 2026

MAYOR

CLERK OF COUNCIL

EXHIBIT "A"
THE CITY OF BRECKSVILLE

**Independent Contractor Agreement
(Community Center)**

This Independent Contractor Agreement ("Contract") is made by and between the City of Brecksville ("City") and Toni Paoletta/Paint Sip and Socialize, a LLC, whose principal place of business is 2649 Motor Road Richfield, Ohio 44286("Contractor")

1. **Status of Contractor.** The Contractor is an independent contractor and not an employee of the City and as such, is not subject to City's control as to the means and methods of accomplishing the work or service to be performed hereunder, but the City may specify and control the result to be accomplished including any specifications, standards, or requirements. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the City authorized representative; or (2) the following date: the date this contract is authorized by Brecksville City Council and until terminated.

3. **Work or Services to be Performed by Contractor.** The work and/or services to be performed by the Contractor are detailed in Exhibit "A", attached hereto and expressly made a part hereof by reference.

4. **Payment for Work or Services.** The City agrees to pay Contractor for the satisfactory performance by Contractor of the work and/or services as detailed in Exhibit "A", in accordance with the schedule of payment(s) attached hereto and expressly made a part hereof by reference and marked Exhibit "B".

5. **Governmental Immunities Preserved.** Notwithstanding any other provision of this Contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions contained in Chapter 2744 of the Ohio Revised Code as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City of Brecksville, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Chapter 2744 of the Ohio Revised Code as now or hereafter amended, which provisions are hereby incorporated and made a part of this Contract.

6. **Contractor Liability, Indemnification and Insurance.** Contractor agrees that any and all claims and liability of every kind, nature and description arising from Contractor's operations, use of the Community Center, or acts or omissions of Contractor, its employees, instructors, volunteers, participants or guests, shall be the sole and complete responsibility of the Contractor.

Contractor shall maintain Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. The City shall be named as an Additional Insured, and Contractor's coverage shall be primary and non-contributory to any insurance or self-insurance maintained by the City. Certificates of Insurance shall be provided before use begins and upon each renewal and shall require at least thirty (30) days' written notice to the City before cancellation, non-renewal, or material reduction in coverage.

Contractor also agrees that it shall defend, indemnify, and hold harmless the City of Brecksville, its elected officials, officers, employees, volunteers, and agents from all claims, damages, liabilities, costs, and attorney fees arising from Contractor's operations, use of the facility, or the acts or omissions of Licensee, its employees, instructors, contractors, volunteers, participants, or guests. These obligations survive termination.

7. **Termination for Convenience.** The City may terminate this Contract at any time the City determines that the services of the Contractor are no longer needed. The City shall affect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In that event the contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered to the date of termination.

8. **Termination for Default.** A party will be considered in default of its obligations under this Contract if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for five (5) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

9. **Legal Authority.** The Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and to bind the Contractor to its terms. The person(s) executing this Contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Contract.

10. **Non-Assignment.** Contractor shall not assign or subcontract any of its obligations under this Contract without the advance written consent of the City. Any unauthorized assignment shall be void. City shall have the right, but not the obligation to terminate this Contract, without waiver of any other right or remedy, upon notice of Contractor's assignment or subcontract in violation of this section.

11. **Binding effect.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

12. **Entire Agreement.** This Contract including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Contract.

13. **Amendment**. No modification or amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.

14. **Waiver**. The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

15. **Severability**. In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.

16. **Independent Contractor**. The Contractor shall perform its duties hereunder as an independent Contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of the City. Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the City pursuant to this Contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or third party provides such coverage and that the City does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the City) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

17. **Choice of Law**. The laws of the State of Ohio and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Contract. The venue for any and all action related in any way to the Contract shall be Cuyahoga County, Ohio. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

18. **Independent Contractor and Participant Waivers**. The Independent Contractor and any participant shall sign a written assumption of risk and liability waiver prior to participation. The waiver shall release and indemnify the City to the fullest extent permitted by law. Participation is limited to individuals eighteen (18) years of age or older; if Contractor permits participation by an individual under eighteen (18), the waiver for that participant must also be signed by a parent or legal guardian. Contractor shall retain signed waivers for at least seven (7) years and provide copies upon request. These waivers are attached hereto as Exhibit "C" and are expressly made a part hereof by reference.

19. **Equipment and Facility Access**. Contractor may store equipment within an area designated by the City. All equipment remains the sole property of the Contractor. The City assumes no responsibility or liability for theft, loss, damage, destruction, or deterioration of any equipment or personal property. Equipment is stored entirely at the Contractor's risk. The City shall have unrestricted access to the room at all times for maintenance, inspections, repairs, emergencies, public safety, municipal operations, or any other lawful City purpose. The City shall make reasonable efforts to avoid unnecessary disturbance of equipment but shall not be liable for incidental disruption. Contractor shall maintain equipment in a safe, clean, and orderly condition.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on the date indicated herein below.

City of Brecksville

Independent Contractor

By: _____

By: _____

Authorized Signature

Date: _____

Date: _____

By: _____

Authorized Signature

As the parent and natural guardian of:

_____ a minor

Date Contract Terminated: _____

Date: _____

Approved as to Form and Legality

David J. Matty, Law Director

Date: _____

Exhibit “A”

(Description of Work and/or Services to be performed)

Class Type: Group Art Classes

Class Location: Human Services Classroom D, scheduled based on availability from the City of Brecksville.

Schedule: The independent contractor will schedule their own classes based on the availability of the facility. All schedules will be approved by the City of Brecksville before they are published.

Fees: Fees are set by the instructor based on the City’s 3 tier fee schedule format.

Registration & Fee Collection: All registrations, waivers, and payment will be handled by the City of Brecksville.

Marketing: The City of Brecksville will market all independent contractor classes in the same way they market all internal programming. Independent contractors are also able to market their classes through their own sources.

Exhibit “B”
(Payment Schedule or Terms)

Payment Rate: Independent Contractor will receive 70% of revenue collected by the Community Center, and the City of Brecksville will keep 30%.

Payment Terms: will be made bi-weekly by check through the Finance Department, based on the prior two weeks revenue.

Exhibit "C"
(Independent Contractor and Participant Waivers)

I, the undersigned, hereby make application for registration of membership programs or activities, on behalf of myself and each of the minor children listed in this application, at the Brecksville Community Center for participation in various activities conducted at this center or sponsored by the City on or off site. I acknowledge that I am fully aware of the risks associated with participation by my family and me and in these activities. I, on behalf of myself and my child(ren) do hereby individually and collectively release, indemnify and hold harmless the City of Brecksville, its employees, agents and licensees from any and all liability whatsoever of every kind, nature and description, whether direct or indirect arising from the participation of my family and I in these activities. I agree that it is my responsibility to notify the Brecksville Community Center and the City of Brecksville if myself or any of my family members are injured on City Property. I agree to abide by all the rules, regulations and policies governing this facility and further agree to be personally responsible for any minor child of mine obeying such rules, regulations and policies. In signing this waiver, I hereby acknowledge that all of the foregoing information is true and correct. I understand that any false or incorrect statements made in this application, including but not limited to information regarding my place of residence, may result in the cancellation of my registration without refund of any fees paid by me.

Use of Photographs: I do hereby grant and give the City of Brecksville the right to use my photograph or image (or the photograph or image of the participant for whom I am signing) with or without my/our names, both single and in conjunction with other persons or objects for any and all lawful purposes including, but not limited to, private or public presentation, advertising, publicity and promotion relating hereto. I warrant that I have the right to authorize the foregoing uses and do hereby agree to hold the City of Brecksville harmless of and from any liability of whatever nature, which may arise out of result of such uses.

Signature: _____ Date: _____

Printed Name: _____

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5887

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN INDEPENDENT CONTRACTOR
AGREEMENT WITH JASON PIERANTOZZI FOR
WORK AS THE TAEKWONDO INSTRUCTOR FOR
THE YEAR 2026; AND DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of
Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Mayor be, and hereby is, authorized to enter into an Independent Contractor Agreement with Jason Pierantozzi for work as the Taekwondo Instructor, for the year 2026, in an amount to be paid following the Payment Schedule or Terms attached as Exhibit “B” of the agreement, a copy of which Independent Contractor Agreement is attached hereto as Exhibit “A” and incorporated herein as if by reference.

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer’s certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Recreation Department’s need for the Taekwondo Instructor, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: August 18, 2026

APPROVED: August 18, 2026

MAYOR

CLERK OF COUNCIL

EXHIBIT "A"

THE CITY OF BRECKSVILLE

Independent Contractor Agreement (Community Center)

This Independent Contractor Agreement ("Contract") is made by and between the City of Brecksville ("City") and Jason Pierantozzi, a sole proprietor, whose principal place of business is 6965 Carriage Hill Drive #102 Brecksville, Ohio 44141 ("Contractor")

1. **Status of Contractor.** The Contractor is an independent contractor and not an employee of the City and as such, is not subject to City's control as to the means and methods of accomplishing the work or service to be performed hereunder, but the City may specify and control the result to be accomplished including any specifications, standards, or requirements. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the City authorized representative; or (2) the following date: the date this contract is authorized by Brecksville City Council and until terminated.

3. **Work or Services to be Performed by Contractor.** The work and/or services to be performed by the Contractor are detailed in Exhibit "A", attached hereto and expressly made a part hereof by reference.

4. **Payment for Work or Services.** The City agrees to pay Contractor for the satisfactory performance by Contractor of the work and/or services as detailed in Exhibit "A", in accordance with the schedule of payment(s) attached hereto and expressly made a part hereof by reference and marked Exhibit "B".

5. **Governmental Immunities Preserved.** Notwithstanding any other provision of this Contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions contained in Chapter 2744 of the Ohio Revised Code as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City of Brecksville, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Chapter 2744 of the Ohio Revised Code as now or hereafter amended, which provisions are hereby incorporated and made a part of this Contract.

6. **Contractor Liability, Indemnification and Insurance.** Contractor agrees that any and all claims and liability of every kind, nature and description arising from Contractor's operations, use of the Community Center, or acts or omissions of Contractor, its employees, instructors, volunteers, participants or guests, shall be the sole and complete responsibility of the Contractor.

Contractor shall maintain Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. The City shall be named as an Additional Insured, and Contractor's coverage shall be primary and non-contributory to any insurance or self-insurance maintained by the City. Certificates of Insurance shall be provided before use begins and upon each renewal and shall require at least thirty (30) days' written notice to the City before cancellation, non-renewal, or material reduction in coverage.

Contractor also agrees that it shall defend, indemnify, and hold harmless the City of Brecksville, its elected officials, officers, employees, volunteers, and agents from all claims, damages, liabilities, costs, and attorney fees arising from Contractor's operations, use of the facility, or the acts or omissions of Licensee, its employees, instructors, contractors, volunteers, participants, or guests. These obligations survive termination.

7. **Termination for Convenience.** The City may terminate this Contract at any time the City determines that the services of the Contractor are no longer needed. The City shall affect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In that event the contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered to the date of termination.

8. **Termination for Default.** A party will be considered in default of its obligations under this Contract if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for five (5) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

9. **Legal Authority.** The Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and to bind the Contractor to its terms. The person(s) executing this Contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Contract.

10. **Non-Assignment.** Contractor shall not assign or subcontract any of its obligations under this Contract without the advance written consent of the City. Any unauthorized assignment shall be void. City shall have the right, but not the obligation to terminate this Contract, without waiver of any other right or remedy, upon notice of Contractor's assignment or subcontract in violation of this section.

11. **Binding effect.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

12. **Entire Agreement.** This Contract including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Contract.

13. **Amendment**. No modification or amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.

14. **Waiver**. The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

15. **Severability**. In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.

16. **Independent Contractor**. The Contractor shall perform its duties hereunder as an independent Contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of the City. Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the City pursuant to this Contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or third party provides such coverage and that the City does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the City) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

17. **Choice of Law**. The laws of the State of Ohio and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Contract. The venue for any and all action related in any way to the Contract shall be Cuyahoga County, Ohio. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

18. **Independent Contractor and Participant Waivers**. The Independent Contractor and any participant shall sign a written assumption of risk and liability waiver prior to participation. The waiver shall release and indemnify the City to the fullest extent permitted by law. Participation is limited to individuals eighteen (18) years of age or older; if Contractor permits participation by an individual under eighteen (18), the waiver for that participant must also be signed by a parent or legal guardian. Contractor shall retain signed waivers for at least seven (7) years and provide copies upon request. These waivers are attached hereto as Exhibit "C" and are expressly made a part hereof by reference.

19. **Equipment and Facility Access**. Contractor may store equipment within an area designated by the City. All equipment remains the sole property of the Contractor. The City assumes no responsibility or liability for theft, loss, damage, destruction, or deterioration of any equipment or personal property. Equipment is stored entirely at the Contractor's risk. The City shall have unrestricted access to the room at all times for maintenance, inspections, repairs, emergencies, public safety, municipal operations, or any other lawful City purpose. The City shall make reasonable efforts to avoid unnecessary disturbance of equipment but shall not be liable for incidental disruption. Contractor shall maintain equipment in a safe, clean, and orderly condition.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on the date indicated herein below.

City of Brecksville

Independent Contractor

By: _____

By: _____

Authorized Signature

Date: _____

Date: _____

By: _____

Authorized Signature

As the parent and natural guardian of:

_____ a minor

Date Contract Terminated: _____

Date: _____

Approved as to Form and Legality

David J. Matty, Law Director

Date: _____

Exhibit “A”

(Description of Work and/or Services to be performed)

Class Type: Group Taekwondo Classes

Class Location: Brecksville Community Center Studios, scheduled based on availability from the City of Brecksville.

Schedule: The independent contractor will schedule their own classes based on the availability of the facility. All schedules will be approved by the City of Brecksville before they are published.

Fees: Fees are set by the instructor based on the City’s 3 tier fee schedule format.

Registration & Fee Collection: All registrations, waivers, and payment will be handled by the City of Brecksville.

Marketing: The City of Brecksville will market all independent contractor classes in the same way they market all internal programming. Independent contractors are also able to market their classes through their own sources.

Exhibit “B”
(Payment Schedule or Terms)

Payment Rate: Independent Contractor will receive \$26 for each instructional hour.

Payment Terms: Payment will be made by check through the Finance Department, for the prior 2 weeks hours worked.

Exhibit "C"
(Independent Contractor and Participant Waivers)

I, the undersigned, hereby make application for registration of membership programs or activities, on behalf of myself and each of the minor children listed in this application, at the Brecksville Community Center for participation in various activities conducted at this center or sponsored by the City on or off site. I acknowledge that I am fully aware of the risks associated with participation by my family and me and in these activities. I, on behalf of myself and my child(ren) do hereby individually and collectively release, indemnify and hold harmless the City of Brecksville, its employees, agents and licensees from any and all liability whatsoever of every kind, nature and description, whether direct or indirect arising from the participation of my family and I in these activities. I agree that it is my responsibility to notify the Brecksville Community Center and the City of Brecksville if myself or any of my family members are injured on City Property. I agree to abide by all the rules, regulations and policies governing this facility and further agree to be personally responsible for any minor child of mine obeying such rules, regulations and policies. In signing this waiver, I hereby acknowledge that all of the foregoing information is true and correct. I understand that any false or incorrect statements made in this application, including but not limited to information regarding my place of residence, may result in the cancellation of my registration without refund of any fees paid by me.

Use of Photographs: I do hereby grant and give the City of Brecksville the right to use my photograph or image (or the photograph or image of the participant for whom I am signing) with or without my/our names, both single and in conjunction with other persons or objects for any and all lawful purposes including, but not limited to, private or public presentation, advertising, publicity and promotion relating hereto. I warrant that I have the right to authorize the foregoing uses and do hereby agree to hold the City of Brecksville harmless of and from any liability of whatever nature, which may arise out of result of such uses.

Signature: _____ Date: _____

Printed Name: _____

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5888

**RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN INDEPENDENT CONTRACTOR
AGREEMENT WITH SOBECKS TENNIS DBA
CENTER COURT TENNIS CLUB FOR WORK
AS THE TENNIS PARTNER FOR THE YEAR 2026;
AND DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Mayor be, and hereby is, authorized to enter into an Independent Contractor Agreement with Sobecks Tennis dba Center Court Tennis Club for work as the Tennis Partner, for the year 2026, in an amount to be paid following the Payment Schedule or Terms attached as Exhibit “B” of the agreement, a copy of which Independent Contractor Agreement is attached hereto as Exhibit “A” and incorporated herein as if by reference.

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer’s certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Recreation Department’s need for the tennis partner, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: August 18, 2026

APPROVED: August 18, 2026

MAYOR

CLERK OF COUNCIL

EXHIBIT "A"
THE CITY OF BRECKSVILLE

**Independent Contractor Agreement
(Community Center)**

This Independent Contractor Agreement ("Contract") is made by and between the City of Brecksville ("City") and Sobecks Tennis DBA Center Court Tennis Club, a limited liability company, whose principal place of business is 11923 Beckenham Road, North Royalton, Ohio 44133("Contractor")

1. **Status of Contractor.** The Contractor is an independent contractor and not an employee of the City and as such, is not subject to City's control as to the means and methods of accomplishing the work or service to be performed hereunder, but the City may specify and control the result to be accomplished including any specifications, standards, or requirements. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the City authorized representative; or (2) the following date: the date this contract is authorized by Brecksville City Council and until terminated.

3. **Work or Services to be Performed by Contractor.** The work and/or services to be performed by the Contractor are detailed in Exhibit "A", attached hereto and expressly made a part hereof by reference.

4. **Payment for Work or Services.** The City agrees to pay Contractor for the satisfactory performance by Contractor of the work and/or services as detailed in Exhibit "A", in accordance with the schedule of payment(s) attached hereto and expressly made a part hereof by reference and marked Exhibit "B".

5. **Governmental Immunities Preserved.** Notwithstanding any other provision of this Contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions contained in Chapter 2744 of the Ohio Revised Code as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City of Brecksville, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Chapter 2744 of the Ohio Revised Code as

now or hereafter amended, which provisions are hereby incorporated and made a part of this Contract.

6. **Contractor Liability, Indemnification and Insurance.** Contractor agrees that any and all claims and liability of every kind, nature and description arising from Contractor's operations, use of the Community Center, or acts or omissions of Contractor, its employees, instructors, volunteers, participants or guests, shall be the sole and complete responsibility of the Contractor.

Contractor shall maintain Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. The City shall be named as an Additional Insured, and Contractor's coverage shall be primary and non-contributory to any insurance or self-insurance maintained by the City. Certificates of Insurance shall be provided before use begins and upon each renewal and shall require at least thirty (30) days' written notice to the City before cancellation, non-renewal, or material reduction in coverage.

Contractor also agrees that it shall defend, indemnify, and hold harmless the City of Brecksville, its elected officials, officers, employees, volunteers, and agents from all claims, damages, liabilities, costs, and attorney fees arising from Contractor's operations, use of the facility, or the acts or omissions of Licensee, its employees, instructors, contractors, volunteers, participants, or guests. These obligations survive termination.

7. **Termination for Convenience.** The City may terminate this Contract at any time the City determines that the services of the Contractor are no longer needed. The City shall affect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In that event the contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered to the date of termination.

8. **Termination for Default.** A party will be considered in default of its obligations under this Contract if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for five (5) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

9. **Legal Authority.** The Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and to bind the Contractor to its terms. The person(s) executing this Contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Contract.

10. **Non-Assignment.** Contractor shall not assign or subcontract any of its obligations under this Contract without the advance written consent of the City. Any unauthorized assignment shall be void. City shall have the right, but not the obligation to terminate this Contract, without waiver of any other right or remedy, upon notice of Contractor's assignment or subcontract in violation of this section.

11. **Binding effect.** This Contract is binding upon the heirs, personal representatives, successors, and

permitted assigns of both parties.

12. **Entire Agreement.** This Contract including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Contract.

13. **Amendment.** No modification or amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.

14. **Waiver.** The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

15. **Severability.** In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.

16. **Independent Contractor.** The Contractor shall perform its duties hereunder as an independent Contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of the City. Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the City pursuant to this Contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or third party provides such coverage and that the City does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the City) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

17. **Choice of Law.** The laws of the State of Ohio and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Contract. The venue for any and all action related in any way to the Contract shall be Cuyahoga County, Ohio. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

18. **Independent Contractor and Participant Waivers.** The Independent Contractor and any participant shall sign a written assumption of risk and liability waiver prior to participation. The waiver shall release and indemnify the City to the fullest extent permitted by law. Participation is limited to individuals eighteen (18) years of age or older; if Contractor permits participation by an individual under eighteen (18), the waiver for that participant must also be signed by a parent or legal guardian. Contractor shall retain signed waivers for at least seven (7) years and provide copies upon request. These waivers are attached hereto as Exhibit "C" and are expressly made a part hereof by reference.

19. **Equipment and Facility Access.** Contractor may store equipment within an area designated by the City. All equipment remains the sole property of the Contractor. The City assumes no responsibility or liability for theft, loss, damage, destruction, or deterioration of any equipment or

personal property. Equipment is stored entirely at the Contractor's risk. The City shall have unrestricted access to the room at all times for maintenance, inspections, repairs, emergencies, public safety, municipal operations, or any other lawful City purpose. The City shall make reasonable efforts to avoid unnecessary disturbance of equipment but shall not be liable for incidental disruption. Contractor shall maintain equipment in a safe, clean, and orderly condition.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on the date indicated herein below.

City of Brecksville

Independent Contractor

By: _____

By: _____

Authorized Signature

Date: _____

Date: _____

By: _____

Authorized Signature

As the parent and natural guardian of:

_____ a minor

Date Contract Terminated: _____

Date: _____

Approved as to Form and Legality

David J. Matty, Law Director

Date: _____

Exhibit “A”

(Description of Work and/or Services to be performed)

Class Type: Group Youth and Adult Tennis Lessons

Class Location: City of Brecksville Tennis Courts, and/or Blossom Hill Field House, scheduled based on availability from the City of Brecksville.

Schedule: The independent contractor will schedule their own classes based on the availability of the facility. All schedules will be approved by the City of Brecksville before they are published.

Fees: Fees are set by the instructor, based on the City’s 3 tier fee schedule.

Registration & Fee Collection: All registrations, waivers, and payment will be handled by the City of Brecksville.

Marketing: The City of Brecksville will market all independent contractor classes in the same way they market all internal programming. Independent contractors are also able to market their classes through their own sources.

Exhibit “B”
(Payment Schedule or Terms)

Payment Rate: Independent Contractor will receive 60% of revenue collected by the Community Center, and the City of Brecksville will keep 40%.

Payment: The City of Brecksville will make 2 payments by check from the Finance Department. One payment will be after session 4 of tennis lessons and the second payment will be after the last session.

Exhibit "C"
(Independent Contractor and Participant Waivers)

I, the undersigned, hereby make application for registration of membership programs or activities, on behalf of myself and each of the minor children listed in this application, at the Brecksville Community Center for participation in various activities conducted at this center or sponsored by the City on or off site. I acknowledge that I am fully aware of the risks associated with participation by my family and me and in these activities. I, on behalf of myself and my child(ren) do hereby individually and collectively release, indemnify and hold harmless the City of Brecksville, its employees, agents and licensees from any and all liability whatsoever of every kind, nature and description, whether direct or indirect arising from the participation of my family and I in these activities. I agree that it is my responsibility to notify the Brecksville Community Center and the City of Brecksville if myself or any of my family members are injured on City Property. I agree to abide by all the rules, regulations and policies governing this facility and further agree to be personally responsible for any minor child of mine obeying such rules, regulations and policies. In signing this waiver, I hereby acknowledge that all of the foregoing information is true and correct. I understand that any false or incorrect statements made in this application, including but not limited to information regarding my place of residence, may result in the cancellation of my registration without refund of any fees paid by me.

Use of Photographs: I do hereby grant and give the City of Brecksville the right to use my photograph or image (or the photograph or image of the participant for whom I am signing) with or without my/our names, both single and in conjunction with other persons or objects for any and all lawful purposes including, but not limited to, private or public presentation, advertising, publicity and promotion relating hereto. I warrant that I have the right to authorize the foregoing uses and do hereby agree to hold the City of Brecksville harmless of and from any liability of whatever nature, which may arise out of result of such uses.

Signature: _____ Date: _____

Printed Name: _____

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5889

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN INDEPENDENT CONTRACTOR
AGREEMENT WITH MANDY SPISAK/RETRO
REVIVAL LLC FOR WORK AS THE ART
INSTRUCTOR FOR THE YEAR 2026;
AND DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Mayor be, and hereby is, authorized to enter into an Independent Contractor Agreement with Mandy Spisak/Retro Revival LLC for work as the Art Instructor, for the year 2026, in an amount to be paid following the Payment Schedule or Terms attached as Exhibit “B” of the agreement, a copy of which Independent Contractor Agreement is attached hereto as Exhibit “A” and incorporated herein as if by reference.

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer’s certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Recreation Department’s need for the Art Instructor, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: August 18, 2026

APPROVED: August 18, 2026

MAYOR

CLERK OF COUNCIL

EXHIBIT "A"
THE CITY OF BRECKSVILLE

**Independent Contractor Agreement
(Community Center)**

This Independent Contractor Agreement ("Contract") is made by and between the City of Brecksville ("City") and Mandy Spisak/Retro Rivival, a LLC, whose principal place of business is 5927 Brookside Road Independence, Ohio 44131 ("Contractor")

1. **Status of Contractor.** The Contractor is an independent contractor and not an employee of the City and as such, is not subject to City's control as to the means and methods of accomplishing the work or service to be performed hereunder, but the City may specify and control the result to be accomplished including any specifications, standards, or requirements. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the City authorized representative; or (2) the following date: the date this contract is authorized by Brecksville City Council and until terminated.

3. **Work or Services to be Performed by Contractor.** The work and/or services to be performed by the Contractor are detailed in Exhibit "A", attached hereto and expressly made a part hereof by reference.

4. **Payment for Work or Services.** The City agrees to pay Contractor for the satisfactory performance by Contractor of the work and/or services as detailed in Exhibit "A", in accordance with the schedule of payment(s) attached hereto and expressly made a part hereof by reference and marked Exhibit "B".

5. **Governmental Immunities Preserved.** Notwithstanding any other provision of this Contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions contained in Chapter 2744 of the Ohio Revised Code as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City of Brecksville, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Chapter 2744 of the Ohio Revised Code as now or hereafter amended, which provisions are hereby incorporated and made a part of this Contract.

6. **Contractor Liability, Indemnification and Insurance.** Contractor agrees that any and all claims and liability of every kind, nature and description arising from Contractor's operations, use of the Community Center, or acts or omissions of Contractor, its employees, instructors, volunteers, participants or guests, shall be the sole and complete responsibility of the Contractor.

Contractor shall maintain Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. The City shall be named as an Additional Insured, and Contractor's coverage shall be primary and non-contributory to any insurance or self-insurance maintained by the City. Certificates of Insurance shall be provided before use begins and upon each renewal and shall require at least thirty (30) days' written notice to the City before cancellation, non-renewal, or material reduction in coverage.

Contractor also agrees that it shall defend, indemnify, and hold harmless the City of Brecksville, its elected officials, officers, employees, volunteers, and agents from all claims, damages, liabilities, costs, and attorney fees arising from Contractor's operations, use of the facility, or the acts or omissions of Licensee, its employees, instructors, contractors, volunteers, participants, or guests. These obligations survive termination.

7. **Termination for Convenience.** The City may terminate this Contract at any time the City determines that the services of the Contractor are no longer needed. The City shall affect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In that event the contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered to the date of termination.

8. **Termination for Default.** A party will be considered in default of its obligations under this Contract if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for five (5) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

9. **Legal Authority.** The Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and to bind the Contractor to its terms. The person(s) executing this Contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Contract.

10. **Non-Assignment.** Contractor shall not assign or subcontract any of its obligations under this Contract without the advance written consent of the City. Any unauthorized assignment shall be void. City shall have the right, but not the obligation to terminate this Contract, without waiver of any other right or remedy, upon notice of Contractor's assignment or subcontract in violation of this section.

11. **Binding effect.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

12. **Entire Agreement.** This Contract including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Contract.

13. **Amendment**. No modification or amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.

14. **Waiver**. The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

15. **Severability**. In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.

16. **Independent Contractor**. The Contractor shall perform its duties hereunder as an independent Contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of the City. Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the City pursuant to this Contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or third party provides such coverage and that the City does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the City) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

17. **Choice of Law**. The laws of the State of Ohio and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Contract. The venue for any and all action related in any way to the Contract shall be Cuyahoga County, Ohio. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

18. **Independent Contractor and Participant Waivers**. The Independent Contractor and any participant shall sign a written assumption of risk and liability waiver prior to participation. The waiver shall release and indemnify the City to the fullest extent permitted by law. Participation is limited to individuals eighteen (18) years of age or older; if Contractor permits participation by an individual under eighteen (18), the waiver for that participant must also be signed by a parent or legal guardian. Contractor shall retain signed waivers for at least seven (7) years and provide copies upon request. These waivers are attached hereto as Exhibit "C" and are expressly made a part hereof by reference.

19. **Equipment and Facility Access**. Contractor may store equipment within an area designated by the City. All equipment remains the sole property of the Contractor. The City assumes no responsibility or liability for theft, loss, damage, destruction, or deterioration of any equipment or personal property. Equipment is stored entirely at the Contractor's risk. The City shall have unrestricted access to the room at all times for maintenance, inspections, repairs, emergencies, public safety, municipal operations, or any other lawful City purpose. The City shall make reasonable efforts to avoid unnecessary disturbance of equipment but shall not be liable for incidental disruption. Contractor shall maintain equipment in a safe, clean, and orderly condition.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on the date indicated herein below.

City of Brecksville

Independent Contractor

By: _____

By: _____

Authorized Signature

Date: _____

Date: _____

By: _____

Authorized Signature

As the parent and natural guardian of:

_____ a minor

Date Contract Terminated: _____

Date: _____

Approved as to Form and Legality

David J. Matty, Law Director

Date: _____

Exhibit “A”

(Description of Work and/or Services to be performed)

Class Type: Group Art Classes

Class Location: Human Services Classroom D, scheduled based on availability from the City of Brecksville.

Schedule: The independent contractor will schedule their own classes based on the availability of the facility. All schedules will be approved by the City of Brecksville before they are published.

Fees: Fees are set by the instructor based on the City’s 3 tier fee schedule format.

Registration & Fee Collection: All registrations, waivers, and payment will be handled by the City of Brecksville.

Marketing: The City of Brecksville will market all independent contractor classes in the same way they market all internal programming. Independent contractors are also able to market their classes through their own sources.

Exhibit "B"
(Payment Schedule or Terms)

Payment Rate: Independent Contractor will receive 70% of revenue collected by the Community Center, and the City of Brecksville will keep 30%.

Payment Terms: will be made bi-weekly by check through the Finance Department, based on the prior two weeks revenue.

Exhibit "C"
(Independent Contractor and Participant Waivers)

I, the undersigned, hereby make application for registration of membership programs or activities, on behalf of myself and each of the minor children listed in this application, at the Brecksville Community Center for participation in various activities conducted at this center or sponsored by the City on or off site. I acknowledge that I am fully aware of the risks associated with participation by my family and me and in these activities. I, on behalf of myself and my child(ren) do hereby individually and collectively release, indemnify and hold harmless the City of Brecksville, its employees, agents and licensees from any and all liability whatsoever of every kind, nature and description, whether direct or indirect arising from the participation of my family and I in these activities. I agree that it is my responsibility to notify the Brecksville Community Center and the City of Brecksville if myself or any of my family members are injured on City Property. I agree to abide by all the rules, regulations and policies governing this facility and further agree to be personally responsible for any minor child of mine obeying such rules, regulations and policies. In signing this waiver, I hereby acknowledge that all of the foregoing information is true and correct. I understand that any false or incorrect statements made in this application, including but not limited to information regarding my place of residence, may result in the cancellation of my registration without refund of any fees paid by me.

Use of Photographs: I do hereby grant and give the City of Brecksville the right to use my photograph or image (or the photograph or image of the participant for whom I am signing) with or without my/our names, both single and in conjunction with other persons or objects for any and all lawful purposes including, but not limited to, private or public presentation, advertising, publicity and promotion relating hereto. I warrant that I have the right to authorize the foregoing uses and do hereby agree to hold the City of Brecksville harmless of and from any liability of whatever nature, which may arise out of result of such uses.

Signature: _____ Date: _____

Printed Name: _____

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5890

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN INDEPENDENT CONTRACTOR
AGREEMENT WITH GINA CATANZARITE DBA
BRECKSVILLE FITNESS STUDIO, LLC FOR WORK
AS THE FITNESS INSTRUCTOR FOR THE YEAR 2026;
AND DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Mayor be, and hereby is, authorized to enter into an Independent Contractor Agreement with Gina Catanzarite dba Brecksville Fitness Studio, LLC for work as the Fitness Instructor, for the year 2026, in an amount to be paid following the Payment Schedule or Terms attached as Exhibit “B” of the agreement, a copy of which Independent Contractor Agreement is attached hereto as Exhibit “A” and incorporated herein as if by reference.

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer’s certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Recreation Department’s need for the Fitness Instructor, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: August 18, 2026

APPROVED: August 18, 2026

MAYOR

CLERK OF COUNCIL

EXHIBIT "A"

THE CITY OF BRECKSVILLE

Independent Contractor Agreement
(Community Center)

This Independent Contractor Agreement ("Contract") is made by and between the City of Brecksville ("City") and Gina Catanzarite dba Brecksville Fitness Studio, LLC, whose principal place of business is 11160 Snowville Road, Brecksville, Ohio 44141 ("Contractor")

1. **Status of Contractor.** The Contractor is an independent contractor and not an employee of the City and as such, is not subject to City's control as to the means and methods of accomplishing the work or service to be performed hereunder, but the City may specify and control the result to be accomplished including any specifications, standards, or requirements. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the City authorized representative; or (2) the following date: the date this contract is authorized by Brecksville City Council and until terminated.

3. **Work or Services to be Performed by Contractor.** The work and/or services to be performed by the Contractor are detailed in Exhibit "A", attached hereto and expressly made a part hereof by reference.

4. **Payment for Work or Services.** The City agrees to pay Contractor for the satisfactory performance by Contractor of the work and/or services as detailed in Exhibit "A", in accordance with the schedule of payment(s) attached hereto and expressly made a part hereof by reference and marked Exhibit "B".

5. **Governmental Immunities Preserved.** Notwithstanding any other provision of this Contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions contained in Chapter 2744 of the Ohio Revised Code as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City of Brecksville, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Chapter 2744 of the Ohio Revised Code as now or hereafter amended, which provisions are hereby incorporated and made a part of this Contract.

6. **Contractor Liability, Indemnification and Insurance.** Contractor agrees that any and all claims and liability of every kind, nature and description arising from Contractor's operations, use of the Community Center, or acts or omissions of Contractor, its employees, instructors, volunteers, participants or guests, shall be the sole and complete responsibility of the Contractor.

Contractor shall maintain Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. The City shall be named as an Additional Insured, and Contractor's coverage shall be primary and non-contributory to any insurance or self-insurance maintained by the City. Certificates of Insurance shall be provided before use begins and upon each renewal and shall require at least thirty (30) days' written notice to the City before cancellation, non-renewal, or material reduction in coverage.

Contractor also agrees that it shall defend, indemnify, and hold harmless the City of Brecksville, its elected officials, officers, employees, volunteers, and agents from all claims, damages, liabilities, costs, and attorney fees arising from Contractor's operations, use of the facility, or the acts or omissions of Licensee, its employees, instructors, contractors, volunteers, participants, or guests. These obligations survive termination.

7. **Termination for Convenience.** The City may terminate this Contract at any time the City determines that the services of the Contractor are no longer needed. The City shall affect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In that event the contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered to the date of termination.

8. **Termination for Default.** A party will be considered in default of its obligations under this Contract if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for five (5) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

9. **Legal Authority.** The Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and to bind the Contractor to its terms. The person(s) executing this Contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Contract.

10. **Non-Assignment.** Contractor shall not assign or subcontract any of its obligations under this Contract without the advance written consent of the City. Any unauthorized assignment shall be void. City shall have the right, but not the obligation to terminate this Contract, without waiver of any other right or remedy, upon notice of Contractor's assignment or subcontract in violation of this section.

11. **Binding effect.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

12. **Entire Agreement.** This Contract including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Contract.

13. **Amendment**. No modification or amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.

14. **Waiver**. The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

15. **Severability**. In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.

16. **Independent Contractor**. The Contractor shall perform its duties hereunder as an independent Contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of the City. Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the City pursuant to this Contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or third party provides such coverage and that the City does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the City) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

17. **Choice of Law**. The laws of the State of Ohio and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Contract. The venue for any and all action related in any way to the Contract shall be Cuyahoga County, Ohio. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

18. **Independent Contractor and Participant Waivers**. The Independent Contractor and any participant shall sign a written assumption of risk and liability waiver prior to participation. The waiver shall release and indemnify the City to the fullest extent permitted by law. Participation is limited to individuals eighteen (18) years of age or older; if Contractor permits participation by an individual under eighteen (18), the waiver for that participant must also be signed by a parent or legal guardian. Contractor shall retain signed waivers for at least seven (7) years and provide copies upon request. These waivers are attached hereto as Exhibit "C" and are expressly made a part hereof by reference.

19. **Equipment and Facility Access**. Contractor may store equipment within an area designated by the City. All equipment remains the sole property of the Contractor. The City assumes no responsibility or liability for theft, loss, damage, destruction, or deterioration of any equipment or personal property. Equipment is stored entirely at the Contractor's risk. The City shall have unrestricted access to the room at all times for maintenance, inspections, repairs, emergencies, public safety, municipal operations, or any other lawful City purpose. The City shall make reasonable efforts to avoid unnecessary disturbance of equipment but shall not be liable for incidental disruption. Contractor shall maintain equipment in a safe, clean, and orderly condition.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on the date indicated herein below.

City of Brecksville

Independent Contractor

By: _____

By: _____

Authorized Signature

Date: _____

Date: _____

By: _____

Authorized Signature

As the parent and natural guardian of:

_____ a minor

Date Contract Terminated: _____

Date: _____

Approved as to Form and Legality

David J. Matty, Law Director

Date: _____

Exhibit “A”

(Description of Work and/or Services to be performed)

Class Type: Group Fitness Classes

Class Location: Brecksville Community Center Studios, scheduled based on availability from the City of Brecksville.

Schedule: The independent contractor will schedule their own classes based on the availability of the facility. All schedules will be approved by the City of Brecksville before they are published.

Fees: Fees are set by the instructor.

Registration & Fee Collection: All registrations, waivers, and payment will be handled by the City of Brecksville.

Marketing: The City of Brecksville will market all independent contractor classes in the same way they market all internal programming. Independent contractors are also able to market their classes through their own sources.

Exhibit "B"
(Payment Schedule or Terms)

Payment Rate: Independent Contractor will receive 75% of revenue collected by the Community Center, and the City of Brecksville will keep 25%.

Payment: Payment will be made bi-weekly by check through the Finance Department, based on the prior two weeks revenue.

Exhibit "C"
(Independent Contractor and Participant Waivers)

I, the undersigned, hereby make application for registration of membership programs or activities, on behalf of myself and each of the minor children listed in this application, at the Brecksville Community Center for participation in various activities conducted at this center or sponsored by the City on or off site. I acknowledge that I am fully aware of the risks associated with participation by my family and me and in these activities. I, on behalf of myself and my child(ren) do hereby individually and collectively release, indemnify and hold harmless the City of Brecksville, its employees, agents and licensees from any and all liability whatsoever of every kind, nature and description, whether direct or indirect arising from the participation of my family and I in these activities. I agree that it is my responsibility to notify the Brecksville Community Center and the City of Brecksville if myself or any of my family members are injured on City Property. I agree to abide by all the rules, regulations and policies governing this facility and further agree to be personally responsible for any minor child of mine obeying such rules, regulations and policies. In signing this waiver, I hereby acknowledge that all of the foregoing information is true and correct. I understand that any false or incorrect statements made in this application, including but not limited to information regarding my place of residence, may result in the cancellation of my registration without refund of any fees paid by me.

Use of Photographs: I do hereby grant and give the City of Brecksville the right to use my photograph or image (or the photograph or image of the participant for whom I am signing) with or without my/our names, both single and in conjunction with other persons or objects for any and all lawful purposes including, but not limited to, private or public presentation, advertising, publicity and promotion relating hereto. I warrant that I have the right to authorize the foregoing uses and do hereby agree to hold the City of Brecksville harmless of and from any liability of whatever nature, which may arise out of result of such uses.

Signature: _____ Date: _____

Printed Name: _____

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5891

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN INDEPENDENT CONTRACTOR
AGREEMENT WITH CHRISTINA CARUSO FOR WORK
AS THE FITNESS INSTRUCTOR FOR THE YEAR 2026;
AND DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Mayor be, and hereby is, authorized to enter into an Independent Contractor Agreement with Christina Caruso for work as the Fitness Instructor, for the year 2026, in an amount to be paid following the Payment Schedule or Terms attached as Exhibit “B” of the agreement, a copy of which Independent Contractor Agreement is attached hereto as Exhibit “A” and incorporated herein as if by reference.

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer’s certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Recreation Department’s need for the Fitness Instructor, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: August 18, 2026

APPROVED: August 18, 2026

MAYOR

CLERK OF COUNCIL

EXHIBIT "A"
THE CITY OF BRECKSVILLE

**Independent Contractor Agreement
(Community Center)**

This Independent Contractor Agreement ("Contract") is made by and between the City of Brecksville ("City") and Christina Caruso, a sole proprietor, whose principal place of business is 10754 Partridge Trail, Brecksville, Ohio 44141 ("Contractor")

1. **Status of Contractor.** The Contractor is an independent contractor and not an employee of the City and as such, is not subject to City's control as to the means and methods of accomplishing the work or service to be performed hereunder, but the City may specify and control the result to be accomplished including any specifications, standards, or requirements. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the City authorized representative; or (2) the following date: the date this contract is authorized by Brecksville City Council and until terminated.

3. **Work or Services to be Performed by Contractor.** The work and/or services to be performed by the Contractor are detailed in Exhibit "A", attached hereto and expressly made a part hereof by reference.

4. **Payment for Work or Services.** The City agrees to pay Contractor for the satisfactory performance by Contractor of the work and/or services as detailed in Exhibit "A", in accordance with the schedule of payment(s) attached hereto and expressly made a part hereof by reference and marked Exhibit "B".

5. **Governmental Immunities Preserved.** Notwithstanding any other provision of this Contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions contained in Chapter 2744 of the Ohio Revised Code as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City of Brecksville, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Chapter 2744 of the Ohio Revised Code as now or hereafter amended, which provisions are hereby incorporated and made a part of this Contract.

6. **Contractor Liability, Indemnification and Insurance.** Contractor agrees that any and all claims and liability of every kind, nature and description arising from Contractor's operations, use of the Community Center, or acts or omissions of Contractor, its employees, instructors, volunteers, participants or guests, shall be the sole and complete responsibility of the Contractor.

Contractor shall maintain Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. The City shall be named as an Additional Insured, and Contractor's coverage shall be primary and non-contributory to any insurance or self-insurance maintained by the City. Certificates of Insurance shall be provided before use begins and upon each renewal and shall require at least thirty (30) days' written notice to the City before cancellation, non-renewal, or material reduction in coverage.

Contractor also agrees that it shall defend, indemnify, and hold harmless the City of Brecksville, its elected officials, officers, employees, volunteers, and agents from all claims, damages, liabilities, costs, and attorney fees arising from Contractor's operations, use of the facility, or the acts or omissions of Licensee, its employees, instructors, contractors, volunteers, participants, or guests. These obligations survive termination.

7. **Termination for Convenience.** The City may terminate this Contract at any time the City determines that the services of the Contractor are no longer needed. The City shall affect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In that event the contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered to the date of termination.

8. **Termination for Default.** A party will be considered in default of its obligations under this Contract if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for five (5) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

9. **Legal Authority.** The Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and to bind the Contractor to its terms. The person(s) executing this Contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Contract.

10. **Non-Assignment.** Contractor shall not assign or subcontract any of its obligations under this Contract without the advance written consent of the City. Any unauthorized assignment shall be void. City shall have the right, but not the obligation to terminate this Contract, without waiver of any other right or remedy, upon notice of Contractor's assignment or subcontract in violation of this section.

11. **Binding effect.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

12. **Entire Agreement.** This Contract including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Contract.

13. **Amendment**. No modification or amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.

14. **Waiver**. The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

15. **Severability**. In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.

16. **Independent Contractor**. The Contractor shall perform its duties hereunder as an independent Contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of the City. Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the City pursuant to this Contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or third party provides such coverage and that the City does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the City) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

17. **Choice of Law**. The laws of the State of Ohio and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Contract. The venue for any and all action related in any way to the Contract shall be Cuyahoga County, Ohio. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

18. **Independent Contractor and Participant Waivers**. The Independent Contractor and any participant shall sign a written assumption of risk and liability waiver prior to participation. The waiver shall release and indemnify the City to the fullest extent permitted by law. Participation is limited to individuals eighteen (18) years of age or older; if Contractor permits participation by an individual under eighteen (18), the waiver for that participant must also be signed by a parent or legal guardian. Contractor shall retain signed waivers for at least seven (7) years and provide copies upon request. These waivers are attached hereto as Exhibit "C" and are expressly made a part hereof by reference.

19. **Equipment and Facility Access**. Contractor may store equipment within an area designated by the City. All equipment remains the sole property of the Contractor. The City assumes no responsibility or liability for theft, loss, damage, destruction, or deterioration of any equipment or personal property. Equipment is stored entirely at the Contractor's risk. The City shall have unrestricted access to the room at all times for maintenance, inspections, repairs, emergencies, public safety, municipal operations, or any other lawful City purpose. The City shall make reasonable efforts to avoid unnecessary disturbance of equipment but shall not be liable for incidental disruption. Contractor shall maintain equipment in a safe, clean, and orderly condition.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on the date indicated herein below.

City of Brecksville

Independent Contractor

By: _____

By: _____

Authorized Signature

Date: _____

Date: _____

By: _____

Authorized Signature

As the parent and natural guardian of:

_____ a minor

Date Contract Terminated: _____

Date: _____

Approved as to Form and Legality

David J. Matty, Law Director

Date: _____

Exhibit “A”

(Description of Work and/or Services to be performed)

Class Type: Group Fitness Classes

Class Location: Brecksville Community Center Studios, scheduled based on availability from the City of Brecksville.

Schedule: The independent contractor will schedule their own classes based on the availability of the facility. All schedules will be approved by the City of Brecksville before they are published.

Fees: Fees are set by the instructor.

Registration & Fee Collection: All registrations, waivers, and payment will be handled by the City of Brecksville.

Marketing: The City of Brecksville will market all independent contractor classes in the same way they market all internal programming. Independent contractors are also able to market their classes through their own sources.

Class Type: Personal Training, individuals and small groups.

Class Location: Brecksville Community Center Fitness area during open business hours.

Schedule: The independent contractor will set their own schedule with Clients

Fees: Fees are set by the instructor.

Registration & Fee Collection: The Contractor will pay the Community Center a personal training fee for each session. All fees from the clients will be collected by the Contractor. The Contractor and the clients must be members of the Community Center or pay a guest fee upon entry to the Community Center. Personal trainer fees can be paid monthly, but they must sign in daily with the Fitness Coordinator.

Marketing: Independent contractors market their services through their own sources.

Exhibit “B”
(Payment Schedule or Terms)

Payment Rate: Independent Contractor will receive 70% of revenue collected for their group fitness classes by the Community Center, and the City of Brecksville will keep 30%.

Payment: Payment will be made bi-weekly by check through the Finance Department, based on the prior two weeks revenue.

Exhibit "C"
(Independent Contractor and Participant Waivers)

I, the undersigned, hereby make application for registration of membership programs or activities, on behalf of myself and each of the minor children listed in this application, at the Brecksville Community Center for participation in various activities conducted at this center or sponsored by the City on or off site. I acknowledge that I am fully aware of the risks associated with participation by my family and me and in these activities. I, on behalf of myself and my child(ren) do hereby individually and collectively release, indemnify and hold harmless the City of Brecksville, its employees, agents and licensees from any and all liability whatsoever of every kind, nature and description, whether direct or indirect arising from the participation of my family and I in these activities. I agree that it is my responsibility to notify the Brecksville Community Center and the City of Brecksville if myself or any of my family members are injured on City Property. I agree to abide by all the rules, regulations and policies governing this facility and further agree to be personally responsible for any minor child of mine obeying such rules, regulations and policies. In signing this waiver, I hereby acknowledge that all of the foregoing information is true and correct. I understand that any false or incorrect statements made in this application, including but not limited to information regarding my place of residence, may result in the cancellation of my registration without refund of any fees paid by me.

Use of Photographs: I do hereby grant and give the City of Brecksville the right to use my photograph or image (or the photograph or image of the participant for whom I am signing) with or without my/our names, both single and in conjunction with other persons or objects for any and all lawful purposes including, but not limited to, private or public presentation, advertising, publicity and promotion relating hereto. I warrant that I have the right to authorize the foregoing uses and do hereby agree to hold the City of Brecksville harmless of and from any liability of whatever nature, which may arise out of result of such uses.

Signature: _____ Date: _____

Printed Name: _____