

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: Contracted Instructor Agreement – 2024 Swim Lessons – Kristy Hill

DATE: 1/29/24

RECOMMENDATION

POLICY DISCUSSION

BUDGET INFORMATION:

STATUS REPORT

~~ANNUAL-~~

OTHER

~~CAPITAL-~~

PRESENTED BY: Brooke Whitmire

COMMISSION ACTION REQUESTED ON: February 19th, 2024

PURPOSE: This is a request to renew a Contracted Instructor Agreement with Kristy Hill to allow her to continue providing one-on-one swim lessons at the Ruby Fulbright Aquatic Center for 2024.

BACKGROUND / HISTORY: Kristy Hill has been teaching swim lessons as a contracted instructor for the past year at the Ruby Fulbright Aquatic Center. She has received many compliments from participants of her program, and the Recreation Department would like to continue offering one-on-one swim lessons with Ms. Hill through 2024.

FACTS AND ISSUES:

- The fee for these one-on-one swim lessons for Habersham County residents will \$130 per person, and for non-residents will be \$150 per person.
 - For this fee, participants will receive four (4) one-on-one swim classes lasting 30 minutes each over a two-week period.
 - HCPR will take in all registrations and will pay the instructor \$100 per person, per class once registration and class period has concluded.
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OPTIONS:

- 1) Approve recommendation
 - 2) Deny recommendation
 - 3) Commission defined alternative
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RECOMMENDED SAMPLE MOTION:

“Motion to approve renewal of the Contracted Instructor Agreement with Kristy Hill for one-on-one Swim Lessons through 2024.”

DEPARTMENT:

Prepared by: Brooke Whitmire

Director: Brooke Whitmire

ADMINISTRATIVE

COMMENTS:

DATE: _____

County Manager



HABERSHAM COUNTY PARKS AND RECREATION - CONTRACT INSTRUCTOR AGREEMENT

THIS AGREEMENT dated this day of 16 January, 2024, (Effective Date) by and between the Habersham County, a political subdivision of the State of Georgia (hereinafter referred to as "Agency") and (Kristy Hill), (hereinafter referred to as "Contractor"). The parties agree to the following:

I. SERVICES AND RESPONSIBILITIES: Contractor agrees to provide instruction for 1 on 1 Swim Lessons ("Courses") as defined by the Class Information detailed in Exhibit "A". Contractor will be solely responsible for creating course content and instruction plans.

The Agency shall be solely responsible for registration of participants for Courses. Registration Periods will be held for the following dates:

Spring

- (1) January 9, 2024 – January 18, 2024
- (2) January 23, 2024 – February 1, 2024
- (3) February 6, 2024 – February 15, 2024
- (4) February 20, 2024 – February 29, 2024
- (5) March 5, 2024 – March 14, 2024
- (6) March 19, 2024 – March 28, 2024
- (7) April 9, 2024 – April 18, 2024
- (8) April 23, 2024 – May 2, 2024
- (9) May 7, 2024 – May 16, 2024

Summer

- (1) June 3, 2024 – June 6, 2024
- (2) June 10, 2024 – June 13, 2024

Fall

- (1) August 27, 2024 – September 5, 2024
- (2) September 10, 2024 - September 19, 2024
- (3) September 24, 2024 – October 3, 2024
- (4) October 15, 2024 - October 24, 2024
- (5) November 5, 2024 - November 14, 2024
- (6) November 26, 2024 – December 5, 2024

The Agency will provide Contractor with a list of all registered participants ("Course Roster") via an Instructor Access login to Rec Desk, the Agency's registration management software. Contractor will be able to view the Course Roster for all Courses for which Contractor will be responsible for instruction.

The Agency will provide Contractor with access to County facilities as needed for instruction of Courses. Contractor shall be responsible for cleaning up any and all County facilities used after each Course. Contractor agrees to assume responsibility for purchasing and providing all materials, equipment, and supplies of whatever nature required for the Courses.

II. CLASS INFORMATION: Attached as Exhibit "A" is course times, fees, and general instruction descriptions as provided by Contractor.

III. ADVERTISING: Promotional materials and communications related to the above programs, including but not limited to social media posts and emails, will originate from the Agency. The Contractor may, and is encouraged to, share and forward promotional materials and communications that are originated by the Agency.

V. INDEPENDENT CONTRACTOR: At all times during the term of this Agreement, Contractor shall be an Independent Contractor and shall not be considered for any purposes an employee of the Agency. The Agency shall have the right to control the Services rendered by Contractor pursuant to this Agreement. Contractors are NOT eligible to receive any Worker's Compensation Fees, Unemployment Fees, or Health Insurance by the Agency.

All contracts and tax identification forms, including 1099 paperwork must be signed by Contractor and returned to Agency within 14 days of the Effective Date of this Agreement. The Contractor is an independent contractor and as such is responsible for reporting all income for tax purposes.

VI. CONTRACTOR NOT AGENT: Except as the Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of the Agency in any capacity whatsoever as an agent of the Agency. Contractor shall have no authority, express or implied, pursuant to this Agreement, to bind the Agency to any obligation whatsoever.

VII. FEES AND PAYMENT:

Each Course participant will be required to pay a participation fee of **\$130 for in County participants, \$150 for out of county participants.** The Agency shall be solely responsible for collection of said participation fees.

In exchange for full performance of the Services listed in this Agreement, The Agency agrees to pay Contractor a flat rate fee of **\$100** per participant for **1 on 1 Swim Lessons.** These flat rates will remain the same regardless of whether the participant pays resident or non-resident rate.

Payment shall be due and payable upon the expiration of each Registration Period. Agency shall provide Contractor with payment via regular U.S. Mail, not more than thirty (30) days from the expiration of each Registration Period.

VIII. INSURANCE: Contractors shall not be covered under the Agency's liability insurance. The Agency assumes no liability or responsibility for the Contractor's actions. It is recommended that the contractor contact his/her insurance carrier for advice concerning General Liability and/or Professional Liability coverage.

IX. ASSIGNMENT: This Agreement, nor any rights or obligations herein may be assigned by either Party hereto. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

X. STANDARD OF PERFORMANCE: Contractor shall perform all Services in a professional manner and in such a manner that reflects positively on the County and the Parks and Recreation Department.

XI. BACKGROUND CHECK: The Agency, in its sole discretion, may require the Contractor and any of its agents or employees assigned to Contractor's Courses to be cleared and approved through the Agency's background check process. The Agency may require such clearance or approval at any time, as a condition of commencing or continuing such assignment the Contractor's Courses. The background check process shall be performed at the Agency's expense.

XII. AMENDMENTS: Any amendment to this Agreement must be in writing and signed by both parties.

XIII. TERMINATION: Either party may terminate this Agreement for any reason by providing sixty (60) days written notice to the other Party of the intent to terminate. The Agency may terminate immediately for nonperformance of Services by Contractor after Agency has provided Contractor five (5) days' notice to remedy the nonperformance. Notice of termination shall be hand delivered or delivered via email to the non-performing party in writing at the addresses contained email.

XIV. INDEMNITY: Contractor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents, and employees, from any and all claims or damages resulting from or arising out of this Agreement, including without limitation, claims or damages for negligence, personal injury (including death) or property damage, except those claims or damages arising out of the sole negligence of the Agency.

XV. ENTIRE AGREEMENT: The Parties agree that this Agreement represents the entire agreement between the Parties. Any other discussion or verbal agreements outside of the Agreement are void and unenforceable.

XVI. CONTRACTOR INFORMATION:

Name Kristy Hill
Address: [REDACTED] Phone/Cell: [REDACTED]
City: [REDACTED] Zip: [REDACTED] E-mail: [REDACTED]

XVII. CONTRACTOR COORDINATORS and representatives for the Agency shall be:

- | | | |
|-------------------------------------|---|---|
| <input type="checkbox"/> | Name: Todd Mayfield, CYSA
Office Phone: (706) 839-0235
Email: tmayfield@habershamsamga.com | Title: Athletic Manger
Cell Phone: (706) 297-8939 |
| <input checked="" type="checkbox"/> | Name: Robert Oaks
Office Phone: (706) 839-0233
Email: roaks@habershamsamga.com | Title: Aquatic Manager
Cell Phone: (678) 933-4220 |
| <input type="checkbox"/> | Name: Lenay Gerrin
Office Phone: (706) 839-0238
Email: lgerrin@habershamsamga.com | Title: Gymnastics – Operations Supervisor
Cell Phone: (706) 768-9669 |
| <input type="checkbox"/> | Name: Lacy Jackson
Office Phone: (706) 839-0240
Email: ljackson@habershamsamga.com | Title: Programs & Fitness Specialist |

Approved by the Habersham County, Georgia Board of Commissioners on the ____ day of _____, 2023 and executed this ____ day of _____, 2023, in witness whereof the said Party hereto has set its hand, affixed its seal and delivered these presents.

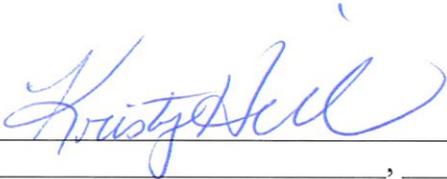
BOARD OF COMMISSIONERS OF
HABERSHAM COUNTY, GEORGIA

By: _____
Ty Akins, Chairman

Attest: _____
Brandalin Carnes, County Clerk

In witness whereof the said party hereto has set its hand, affixed its seal and delivered these presents.

Kristy Hill

By:  _____

Attest: _____
