

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

**SUBJECT:** Contracted Instructor Agreement – Youth Karate – Joshua Yu (Master Yu)

**DATE:** 3/18/24

RECOMMENDATION

POLICY DISCUSSION

**BUDGET INFORMATION:**

STATUS REPORT

ANNUAL-

OTHER

CAPITAL-

**PRESENTED BY:** Brooke Whitmire

**COMMISSION ACTION REQUESTED ON:** March 18<sup>th</sup>, 2024

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**PURPOSE:** This is a request to enter into a contracted instructor agreement with Mr. Joshua Yu (Master Yu) to instruct Karate Classes at the Ruby Fulbright Aquatic Center.

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**BACKGROUND / HISTORY:** Master Yu has 20+ years of experience working with children and teaching martial arts. While we do have a martial arts class at the Aquatic Center currently, it is not open to children under the age of 15 due to the type of martial arts taught. Master Yu's focus will be on a different form of martial arts and will be open for children ages 7-14. It will also be held on different nights of the week from the adult class.

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**FACTS AND ISSUES:**

Compensation, to the county, Karate will be as follows:

- HCPR will take in all registration and will pay the instructor \$59.50 per person, per class once registration and class period has concluded.
  - Fees for Karate: Habersham Resident Rate - \$85 per person, Non-Resident Rate - \$100 per person.
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**OPTIONS:**

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

1. Approve the recommendation for a Contracted Instructor Agreement with Joshua Yu for karate classes.
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**DEPARTMENT:**

Prepared by: Brooke Whitmire

Director: Brooke Whitmire

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**ADMINISTRATIVE  
COMMENTS:**

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\_\_\_\_\_ **DATE:** \_\_\_\_\_

County Manager

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## HABERSHAM COUNTY PARKS AND RECREATION - CONTRACT INSTRUCTOR AGREEMENT

**THIS AGREEMENT** dated this \_\_\_ day of \_\_\_\_\_, 2024,(Effective Date) by and between the Habersham County, a political subdivision of the State of Georgia (hereinafter referred to as “Agency”) and (Joshua K Yu), (hereinafter referred to as “Contractor”). The parties agree to the following:

**I. SERVICES AND RESPONSIBILITIES:** Contractor agrees to provide instruction for Martial Arts (“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:

- (1) February 1<sup>st</sup>-February 29<sup>th</sup>, 2024
- (2) March 1<sup>st</sup>-March 31<sup>st</sup>, 2024
- (3) April 1<sup>st</sup>-April 30<sup>th</sup>, 2024
- (4) May 1<sup>st</sup>-May 31<sup>st</sup>, 2024
- (5) June 1<sup>st</sup>-June 30<sup>th</sup>, 2024
- (6) July 1<sup>st</sup>-July 31<sup>st</sup>, 2024
- (7) August 1<sup>st</sup>-August 31<sup>st</sup>, 2024
- (8) September 1<sup>st</sup>-September 30<sup>th</sup>, 2024
- (9) October 1<sup>st</sup>-October 31<sup>st</sup>, 2024
- (10) November 1<sup>st</sup>-November 30<sup>th</sup>, 2024
- (11) December 1<sup>st</sup>-December 31<sup>st</sup>, 2024
- (12) January 1<sup>st</sup>-January 31<sup>st</sup>, 2025

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.

**IV. TERM:** The Term of this Agreement shall be for one calendar year, starting on the Effective Date hereto.

**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 \$85/month. 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 \$ 59.50 per participant for Martial Arts. 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 an unenforceable.

**XVI. CONTRACTOR INFORMATION:**

Name: Joshua Yu  
Address: [REDACTED] Phone/Cell: [REDACTED]  
City: [REDACTED] Zip: [REDACTED] E-mail: [REDACTED]

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

**Name:** Todd Mayfield, CYSA  
**Office Phone:** (706) 839-0235  
**Email:** [tmayfield@habershams.com](mailto:tmayfield@habershams.com)

**Title:** Athletic Manager  
**Cell Phone:** (706) 297-8939

**Name:** Robert Oaks  
**Office Phone:** (706) 839-0233  
**Email:** [roaks@habershams.com](mailto:roaks@habershams.com)

**Title:** Aquatic Manager  
**Cell Phone:** (678) 933-4220

**Name:** Lenay Gerrin  
**Office Phone:** (706) 839-0238  
**Email:** [lgerrin@habershams.com](mailto:lgerrin@habershams.com)

**Title:** Gymnastics – Operations Supervisor  
**Cell Phone:** (706) 768-9669

**Name:** Lacy Jackson  
**Office Phone:** (706) 839-0240  
**Email:** [ljackson@habershams.com](mailto:ljackson@habershams.com)

**Title:** Programs & Fitness Specialist

Approved by the Habersham County, Georgia Board of Commissioners on the \_\_\_\_ day of \_\_\_\_\_, 2024 and executed this \_\_\_\_ day of \_\_\_\_\_, 2024, 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.

[Joshua K Yu]

By: Joshua K Yu  
2/12/2024

Attest: \_\_\_\_\_  
\_\_\_\_\_

Appendix A

Amendment to attached Document

It is mutually understood and agreed by and between the undersigned contracting parties to amend Paragraph VII of that agreement between the parties hereto dated February 20, 2024 to read as follows:

VII. FEES AND PAYMNT:

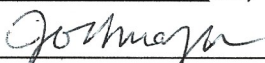
Each Course participant will be required to pay a participation fee of \$85.00 except as set forth below. The Agency shall be solely responsible for collection of said participation fees.

In exchange for full performance of the Services listed in this Agreement, the Agency agrees to pay Contractor a flat rate fee of \$59.50 per participant for karate classes. **However, the participation fee for the first month/new participants of Karate Class will be a introductory rate of \$39.95 and the instructor compensation will be \$28.00 per participant for this class only, effective April 1st, 2024.** These flat rates will remain the same regardless of whether the participant pays at the resident or non-resident rate.

Payments shall be due and payable upon the expiration of each Registration Period. The Agency shall provide Contractor with payment via regular U.S. mail, not more than 30 days from the expiration of each Registration Period.

All other terms and conditions that are not hereby amended shall remain in full force and effect. The within amendment shall become effective upon execution by the Contractor and approval by the Board of Commissioners.

SO APPROVED, this \_\_\_\_\_ day of February, 2024.

Joshua K Yu 

Ty Akins, Chairman \_\_\_\_\_

Habersham County Board of Commissioners