

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: Contracted Instructor Agreement – Ageless Grace – Ruth Purcell

DATE: 3/18/24

RECOMMENDATION

POLICY DISCUSSION

BUDGET INFORMATION:

STATUS REPORT

ANNUAL-

OTHER

CAPITAL-

PRESENTED BY: Brooke Whitmire

COMMISSION ACTION REQUESTED ON: March 18th, 2024

PURPOSE: This is a request to enter into a contracted instructor agreement with Ruth Purcell to instruct Ageless Grace Classes at the Ruby Fulbright Aquatic Center.

BACKGROUND / HISTORY: Ruth Purcell is a certified Ageless Grace educator. She has been teaching classes at the Stephens County Senior Center for the past year. After many years teaching and singing, movement and dance, she is enjoying sharing her extensive background in moving to music with fellow seniors.

FACTS AND ISSUES:

Compensation, to the county for Ageless Grace classes will be as follows:

- HCPR will take in all registration and will pay the instructor \$31.50 per person, who registers for 1 class per week & \$56.00 per person, who registers for two classes per week per class once registration and class period has concluded.
 - Fees for Ageless Grace: Habersham Resident Rate - \$45 per person, (1x/wk) \$80.00 per person, (2x/wk), Non-Resident Rate - \$54 per person, (1x/wk) \$96 per person, (2x/wk)
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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 Ruth Purcell for Ageless Grace classes.
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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 9th day of February, 2024, (Effective Date) by and between the Habersham County, a political subdivision of the State of Georgia (hereinafter referred to as "Agency") and (Ruth Purcell), (hereinafter referred to as "Contractor"). The parties agree to the following:

I. SERVICES AND RESPONSIBILITIES: Contractor agrees to provide instruction for Ageless Grace ("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 15-February 29th, 2024
- (2) March 15-March 31st, 2024
- (3) April 15-April 30th, 2024
- (4) May 15-May 31st, 2024
- (5) June 15-June 30th, 2024
- (6) July 15-July 31st, 2024
- (7) August 15-August 31st, 2024
- (8) September 15-September 30th, 2024
- (9) October 15-October 31st, 2024
- (10) November 15-November 30th, 2024
- (11) December 15-December 31st, 2024
- (12) January 15-January 31st, 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 \$45.00 (1x/wk) OR \$80.00 (2x/wk). 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 \$31.50 per participant for 1 class/week OR \$56.00 per participant for 2 classes/week. 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: Ruth Purcell
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@habershams.com | Title: Athletic Manger
Cell Phone: (706) 297-8939 |
| <input type="checkbox"/> | Name: Robert Oaks
Office Phone: (706) 839-0233
Email: roaks@habershams.com | Title: Aquatic Manager
Cell Phone: (678) 933-4220 |
| <input type="checkbox"/> | Name: Lenay Gerrin
Office Phone: (706) 839-0238
Email: lgerrin@habershams.com | Title: Gymnastics – Operations Supervisor
Cell Phone: (706) 768-9669 |
| <input checked="" type="checkbox"/> | Name: Lacy Jackson
Office Phone: (706) 839-0240
Email: ljackson@habershams.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.

[CONTRACTOR NAME] Ruth Purcell

By: Ruth Purcell
_____, 2024

Attest: [Signature]
_____, 2024