

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: Contracted Instructor Agreement Renewal – Aikido – Steven Rohrabacher

DATE: 9-5-24

RECOMMENDATION

POLICY DISCUSSION

BUDGET INFORMATION:

STATUS REPORT

~~ANNUAL-~~

OTHER

~~CAPITAL-~~

PRESENTED BY: Brooke Whitmire

COMMISSION ACTION REQUESTED ON: September 16th, 2024

PURPOSE: This is a request to renew (2024-25) the Contracted Instructor Agreement with Steven Rohrabacher for Akido classes.

BACKGROUND / HISTORY: Steven has been teaching Akido classes with us for many years. We want to continue our contracted agreement with Steven Rohrabacher for the 2024-25 year.

FACTS AND ISSUES:

In FY24 Aikido class brought in \$940 of revenue. Instructor compensation report attached.

Compensation, to the county, for Akido Classes will be as follows:

- Akido classes are offered at a rate of \$50 or \$40(discounted) per participant to be collected by HCPR.
 - Steven’s compensation for Akido Classes will be \$37.50 or \$30.00 (discounted) per participant. This compensation is covered by participant fees.
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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 Contracted Instructor Agreement Renewal with Steven Rohrabacher for Akido 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 ___ 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 **Stephen Rohrabacher**, (hereinafter referred to as “Contractor”). The parties agree to the following:

I. SERVICES AND RESPONSIBILITIES: Contractor agrees to provide instruction for **Aikido** (“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) September 16th – September 30th, 2024
- (2) October 21st – November 4th, 2024
- (3) November – No registration as no class is held in December.
- (4) December 16th, 2024 – January 6th, 2025
- (5) January 20th – February 3rd, 2025
- (6) February 17^h – March 3rd, 2025
- (7) March 24th – April 7th, 2025
- (8) April 21st – May 5th, 2025
- (9) May 19th – June 2nd, 2025
- (10) June 23rd – July 7th, 2025
- (11) July 21st – August 4th, 2025
- (12) August 25th – September 8th, 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 **\$50 or \$40 (discounted)**. 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 **\$37.50 or \$30.00 (discounted)** per participant for **Aikido Classes**. 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: _____

Address: _____ Phone/Cell: _____

City: _____ Zip: _____ E-mail: _____

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

Name: Brooke Whitmire, CPRP **Title:** Director
Office Phone: (706) 839-0231 **Cell Phone:** (706) 499-2921
Email: bwhitmire@habershamga.com

Name: Todd Mayfield, CYSA **Title:** Athletic Manger
Office Phone: (706) 839-0235 **Cell Phone:** (706) 297-8939
Email: tmayfield@haebershamga.com

Name: Robert Oaks **Title:** Aquatic Manager
Office Phone: (706) 839-0233 **Cell Phone:** (678) 933-4220
Email: roaks@habershamga.com

Name: Lenay Gerrin **Title:** Gymnastics – Operations Supervisor
Office Phone: (706) 839-0238 **Cell Phone:** (706) 949- 9230
Email: lgerrin@habershamga.com

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.

[CONTRACTOR NAME]

By: _____
_____, _____

Attest: _____
_____, _____

Instructor Compensation Detail

Start Date: 7/1/2023 12:00 AM End Date: 6/30/2024 11:59 PM

| Rohrabacher, Stephen | Instructor Dues | Amount Collected | Txn Date | Ref. ID |
|---|------------------------|-------------------------|-----------------|----------------|
| Aikido Class: JULY Tuesday/Thursday 6-8pm (75.00%) | | \$37.50 | \$50.00 | |
| Black, David | \$37.50 | \$50.00 | 06/27/2024 | 21566 |
| Aikido Class: JUNE Tuesday/Thursday 6-8pm (75.00%) | | \$75.00 | \$100.00 | |
| Almand, Eugenia | \$37.50 | \$50.00 | 06/11/2024 | 20320 |
| Black, David | \$37.50 | \$50.00 | 05/28/2024 | 19465 |
| Aikido Class: Tuesday/Thursday 6-8pm (\$37.50 per student) | | \$75.00 | \$90.00 | |
| Almand, Eugenia | \$37.50 | \$40.00 | 07/25/2023 | 7009 |
| Black, David | \$37.50 | \$50.00 | 07/25/2023 | 7033 |
| Aikido Class: Tuesday/Thursday 6-8pm (\$37.50 per student) | | \$75.00 | \$100.00 | |
| Almand, Eugenia | \$37.50 | \$50.00 | 09/05/2023 | 7782 |
| Barrs, Wyatt | \$0.00 | \$50.00 | 08/23/2023 | 7557 |
| Barrs, Wyatt | \$0.00 | (\$50.00) | 08/28/2023 | 1 |
| Black, David | \$37.50 | \$50.00 | 08/25/2023 | 7603 |
| Aikido Class: Tuesday/Thursday 6-8pm (\$37.50 per student) | | \$75.00 | \$100.00 | |
| Almand, Eugenia | \$37.50 | \$50.00 | 09/28/2023 | 8735 |
| Black, David | \$37.50 | \$50.00 | 09/28/2023 | 8734 |
| Aikido Class: Tuesday/Thursday 6-8pm (\$37.50 per student) | | \$75.00 | \$100.00 | |
| Almand, Eugenia | \$37.50 | \$50.00 | 10/31/2023 | 10147 |
| Black, David | \$37.50 | \$50.00 | 10/24/2023 | 9825 |

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|---|-----------------|-----------------|-----------------|------------|-------|
| Aikido Class: Tuesday/Thursday 6-8pm (\$37.50 per student) | | \$75.00 | \$100.00 | | |
| | Almand, Eugenia | \$37.50 | \$50.00 | 01/02/2024 | 12044 |
| | Black, David | \$37.50 | \$50.00 | 12/18/2023 | 11755 |
| Aikido Class: Tuesday/Thursday 6-8pm (\$37.50 per student) | | \$75.00 | \$100.00 | | |
| | Almand, Eugenia | \$37.50 | \$50.00 | 02/01/2024 | 14117 |
| | White, David | \$37.50 | \$50.00 | 01/30/2024 | 13983 |
| Aikido Class: Tuesday/Thursday 6-8pm (75.00%) | | \$75.00 | \$100.00 | | |
| | Almand, Eugenia | \$37.50 | \$50.00 | 03/28/2024 | 16616 |
| | Black, David | \$37.50 | \$50.00 | 03/28/2024 | 16619 |
| Aikido Class: Tuesday/Thursday 6-8pm (75.00%) | | \$75.00 | \$100.00 | | |
| | Almand, Eugenia | \$37.50 | \$50.00 | 05/02/2024 | 18194 |
| | Black, David | \$37.50 | \$50.00 | 04/30/2024 | 18038 |
| | | \$712.50 | \$940.00 | | |