

RECREATION PROGRAMMING SERVICE AGREEMENT



This Instructor Services Agreement for Recreation Instructor Services is made by and between _____ & the City of Glenn Heights Parks and Recreation Department. This agreement is effective on the date first signed by the Instructor, the City's Parks and Recreation Superintendent and the City Manager.

For and in consideration of the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Instructor Obligations

1. Instructor hereby agrees to provide instruction for the following program(s) to City, for the City of Glenn Heights Parks and Recreation Department (collectively the "program"):

The program shall be conducted by Instructor conducting classes at the following dates and times and at the following locations:

All program instruction will be provided by Instructor or by an employee of Instructor. Instructor, including all employees of Instructor, is an independent contractor and not an employee of the City of Glenn Heights. City reserves the right to adjust the programs or classes required by this agreement, including, when deemed necessary by City, cancellation of programs or classes.

1. As used hereinafter, the term "Instructor" refers jointly and severally to the Instructor and all employees of Instructor. Instructor will be responsible for his/her own withholdings, taxes, and insurance. City shall not be responsible for Instructor's taxes, withholdings or insurance and to the extent that any entity attempts to hold City responsible, Instructor will reimburse City for all its reasonable expenses in defending against such claim and for any amounts paid by City in settlement of such claims.

2. Instructor shall provide City with at least forty-eight (48) hours advance notice if Instructor will be unable to be present to conduct a class.

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City Obligations

1. City shall compensate the Instructor \$_____ per person/per class. Instructor shall not request or attempt to collect any form of payment or donation from any class participant. Instructor will receive no compensation for any class cancelled by City due to Instructor unavailability, lack of interest/participants, inclement weather, or facility conflicts.
2. City shall pay compensation due under this Agreement on a monthly basis, within fourteen (14) days of receipt by City of a written itemized invoice from Instructor. The invoice shall detail the dates, times, and name/nature of each class conducted by Instructor in the month for which the invoice is provided.
3. City shall provide the facility for conducting the classes and all required equipment.

Terms and Conditions

The Parties agree to abide by the Recreation Service Agreement Policies and Procedures, attached hereto and incorporated herein by this reference. In the event of a conflict between the terms of this Agreement and the Recreation Service Agreement Policies and Procedures, this Agreement controls.

INDEMNIFICATION AND HOLD-HARMLESS AGREEMENT

INSTRUCTOR SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE SERVICES PROVIDED BY INSTRUCTOR AND TO THE EXTENT CAUSED BY THE NEGLIGENT ACT OR OMISSION OR INTENTIONAL WRONGFUL ACT OR OMISSION OF INSTRUCTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES; INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM INSTRUCTOR IS LEGALLY RESPONSIBLE (HEREINAFTER "CLAIMS"). INSTRUCTOR IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY INSTRUCTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OF ALL ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF INSTRUCTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF INSTRUCTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. INSTRUCTOR SHALL RETAIN CITY APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF INSTRUCTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND INSTRUCTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

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Termination

Either party may terminate this agreement upon giving the other party at least seven (7) days written notice. To be effective, written notice to the City must be delivered by email or in person to the Parks and Recreation Superintendent (email address: _____). Upon termination, instructor shall be entitled to compensation for only work performed prior to the effective date of termination.

Signature

Date

Printed Name

Parks and Recreation Superintendent

Date

City Manager

Date

POLICIES AND PROCEDURES

RECREATION SERVICE AGREEMENT POLICIES AND PROCEDURES

The City of Glenn Heights is committed to providing quality recreation activities to the City's residents. It is the philosophy of the department to offer general introductory level activities at a minimal cost to all participants.

1) Instructors are independent contractors who contract their skills and services to the department. We are pleased that instructors are willing to share their skills and talents for the benefit of Glenn Heights residents. **The instructor is not an employee of the City of Glenn Heights and is responsible for his/her own taxes and insurance.**

Although the contractor is not an employee of the City of Glenn Heights, he/she is expected to comply with the directives issued by the City of Glenn Heights in carrying out departmental policies, rules or facility management responsibilities, especially as they relate to class hours, class size, facility care and interference with other facility activities.

In addition, the contractor is required to maintain good customer service relationships with the department staff, patrons, participants, fellow contractors and visitors. The contractor is expected to conduct class with Instructorism and enthusiasm to ensure a quality program.

Due to the nature of our department's responsibilities and liabilities, it may be necessary to perform background checks on volunteers and contractors for the protection and welfare of the program participants.

2) Class Fees will be recommended by the instructor or the Parks and Recreation Department staff, and approved by the Parks and Recreation Superintendent, prior to publicizing the class.

The Parks and Recreation Department may attach a minimal fee to offset costs to the Department (i.e. rental of facility, unusual administrative or supervisory requirements, publicity, etc...).

Supply fees paid directly to the instructor must be pre-approved in advance by the Parks and Recreation Superintendent and prior to advertising.

The Contractor is paid either (a) a percentage of the total registration fees received for each session, not to include any additional amount that may be charged by Parks and Recreation; or (b) The contractor will receive a set amount per person/per session, not to include any additional amount that may be charged by Parks and Recreation.

Instructors will receive their pay as soon as possible following the completion of the class or by a set date agreed upon by the instructor and the Parks and Recreation staff. Instructors will receive no remuneration for participants who attended class without officially registering.

3) Program Plans should be reviewed for the following criteria prior to submitting to the Parks and Recreation Superintendent for approval:

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1. Instructor's name; address, phone number; qualifications and certifications;
2. Name and detailed description of program to be offered including dates program is to be run, age limits, program objectives, length of session, number of sessions desired, prospective location of class, start and ending time, necessary supplies and equipment to be provided by students and list of supplies and equipment to be provided by Parks and Recreation Department;
3. Desired fee per person per session;
4. Breakdown of all costs associated with the program;
5. Minimum number of participants necessary for the class to be held.

Final approval of Program Plans shall be approved by the City Manager.

4) **Participant registration** is confirmed only upon receipt of full payment, the properly completed registration form, and when space is available. Payment must be made in full prior to participation in class. The instructor with the approval of the program supervisor may determine late registrations and/or pro-rates fee acceptance. Though not recommended, independent contractors may be placed in a situation where they must accept class fees themselves. If this should occur, fees and proper registration information must be turned over to the Parks and Recreation Department staff as soon as possible.

The recommended minimum of participants is five (5), although it may be greater. The minimum number should sufficiently defray the overhead costs and compensation to the contractor. The maximum number is dependent of the class subject, facility size, and instructor desires and expertise. The maximum number must reflect an adequate instructor to student ration that ensures quality instruction to all participants.

The contractor shall not exclude persons from participation in any activity or program, or otherwise discriminate against others in such activities or programs, on the basis of race, sex, religion, color, national origin, age or handicap, except where such classifications are bona fide for program participation allowed by law as determined by the department. Participants must meet the requirements stated in the course description (such as range or pre-requisite skill requirements) in order to participate.

5) **Absences/Postponements/Cancellations:** If the contractor must be absent and no approved substitute available, the contractor must notify the Parks and Recreation Department staff.

Should the Contractor be unable to complete the class due to factors beyond the contractor's control, as determined by the Parks and Recreation department staff, the contractor will be paid for only the portion of the class delivered.

Due to unexpected demands or other requirements of the Parks and Recreation Department's facilities, the department reserves the right to relocate any class or program for any reason at any time that the department's needs so require. In such circumstances, payment will be made to the contractor for that portion of the class delivered, only.

6) **The Parks and Recreation Department will handle publicity on an area-wide basis.** The contractor should provide class information at times designated by the Department. Contractors are welcomed to assist in publicity.

7) **Supplies** or copies of information needed for the activity should be discussed when planning the class or activity and approved by the Recreation Coordinator. For any supplies or equipment the Parks and Recreation Department is expected to provide, a request should be put in writing for approval at least two weeks in advance.

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The information in this policy and procedure outline should be presented to the potential instructor/contractor. It is the instructor/contractor's responsibility to read, understand and adhere to all departmental policies and procedures.

By signing the Recreation Service Agreement, the contractor certifies that he/she understands and agrees to follow all rules, regulations, policies and procedures listed herein.

Signature

Date

Printed Name

CITY OF GLENN HEIGHTS
Applicant Acknowledgement/Authorization for Background Check

I understand that the City of Glenn Heights may obtain consumer reports from the Texas Department of Public Safety (DPS), First Check and/or other consumer agencies that provide criminal history information and/or investigative consumer reports (defined as a report that includes information as to your character and general reputation). The information received from the consumer agencies and/or DPS will not be used in violation of any applicable federal law or state equal employment opportunity law or regulation. If adverse action is taken regarding my contract assignment, based in whole or part on the consumer report, the City of Glenn Heights will provide me with a copy of the consumer report and a summary of the consumer's rights as prescribed by the Fair Credit Reporting Act.

By signing below, I, _____ grant permission to the City of Glenn Heights to obtain such report or reports at any time. I also grant permission to all parties to release information regarding your previous or current military service, employment, education, or criminal matters to First Check including information which may be deemed negative.

Signature of Applicant: _____ Date: _____

IDENTITY INFORMATION (Please Print):

Full Name: _____
Current Address: _____
Other Names Used: _____
SSN: _____
DOB: _____
DL State: _____ DL #: _____

Please list each city/county and state in which you have lived, worked, or attended school during the last seven (7) years. Use the back of the form if additional room is needed.

City: _____ County: _____ State: _____
City: _____ County: _____ State: _____
City: _____ County: _____ State: _____
City: _____ County: _____ State: _____

Office Use Only:

Requested by: _____ Date Entered: _____
Result: _____ Employee: _____