

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: Contracted Instructor Agreement Amendment – September Classes Dance – Hillary Myers

DATE: 9/5/23

☐ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

BUDGET INFORMATION:

☐ **STATUS REPORT**

~~ANNUAL-~~

☒ **OTHER**

~~CAPITAL-~~

PRESENTED BY: Brooke Whitmire

COMMISSION ACTION REQUESTED ON: September 18, 2023

PURPOSE: This is a request to amend the Contracted Instructor Agreement with Hillary Myers for September Dance classes in order to offer a special Fall rate in hopes to increase registrations.

BACKGROUND / HISTORY: Hillary has been teaching Dance classes with us since May and has done a wonderful job! Since school is back in and many other programs have started, we'd like to offer a discounted Fall rate for dance classes. In order to do that, we would need to amend her original agreement.

FACTS AND ISSUES:

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

- Dance classes named "Dance for Seven and Older" will be offered at a rate of \$45.
 - Hillary's compensation for Dance for Seven and Older will be \$32 per participant. This compensation is covered by participant fees.
-
-

OPTIONS:

- 1) Approve recommendation
 - 2) Deny recommendation
 - 3) Commission defined alternative
-
-

RECOMMENDED SAMPLE MOTION:

1. Approve the amendment to the Contracted Instructor Agreement with Hillary Myers for September Dance Classes.
-
-

DEPARTMENT:

Prepared by: Brooke Whitmire

Director: Brooke Whitmire

ADMINISTRATIVE

COMMENTS: _____

_____ **DATE:** _____

County Manager

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 May 15, 2023 to read as follows:

VII. FEES AND PAYMNT:

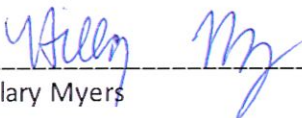
Each Course participant will be required to pay a participation fee of \$60.00 except as set forth below. The Agency shall be solely responsible for collection of said participation fees.

In exchange for full performance of the Services listed in this Agreement, the Agency agrees to pay Contractor a flat rate fee of \$42.00 per participant for ballet, creative movement, jazz and lyrical dance classes. However, the participation fee for the September class named "Dance for Seven and Older" is \$45.00 and the instructor compensation will be \$32.00 per participant for this class only, effective September 1, 2023. 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 September, 2023.



Hillary Myers

Ty Akins, Chairman
Habersham County Board of Commissioners



HABERSHAM COUNTY PARKS AND RECREATION - CONTRACT INSTRUCTOR AGREEMENT

THIS AGREEMENT dated this 12th day of May, 2023, (Effective Date) by and between the Habersham County, a political subdivision of the State of Georgia (hereinafter referred to as "Agency") and Hillary Myers, (hereinafter referred to as "Contractor"). The parties agree to the following:

I. SERVICES AND RESPONSIBILITIES: Contractor agrees to provide instruction for Dance Classes including but not limited to ballet, jazz, lyrical for children ages 3 and older ("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) May 15th, 2023 – May 31st, 2023
- (2) June 15th, 2023 – June 30st, 2023
- (3) July 15th, 2023 – July 31st, 2023
- (4) August 15th, 2023 – August 30st, 2023
- (5) September 15th, 2023 – September 30st, 2023
- (6) October 15th, 2023 – October 30st, 2023
- (7) November 15th, 2023 – November 30st, 2023
- (8) December 15th, 2023 – December 30st, 2023
- (9) January 15th, 2024 – January 31st, 2024
- (10) February 15th, 2024 – February 28st, 2024
- (11) March 15th, 2024 – March 31st, 2024
- (12) April 15th, 2024 – April 30st, 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.

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 \$60. 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 \$42 per participant for ballet, creative movement, jazz & lyrical dance 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: Hillam Myers DOB: [REDACTED] SSN: [REDACTED]
Address: 184 Nantucket Dr Phone: 706-499-7493 Cell: 706-499-7493
City: Alto Zip: 30510 E-mail: hillammyersdance@gmail.com

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

☐

Name: Brooke Whitmire, CPRP

Office Phone: (706) 839-0231

Email: bwhitmire@habershamga.com

Title: Director

Cell Phone: (706) 499-2921

☐

Name: Todd Mayfield, CYSA

Office Phone: (706) 839-0235

Email: tmayfield@haebershamga.com

Title: Athletic Manger

Cell Phone: (706) 297-8939

☐

Name: Daniel McCravy

Office Phone: (706) 839-0234

Email: dmccravy@habershamga.com

Title: Aquatic Manager

Cell Phone: (770) 853-5161

☐

Name: Lenay Gerrin

Office Phone: (706) 839-0238

Email: lgerrin@habershamga.com

Title: Gymnastics – Operations Supervisor

Cell Phone: (706) 768-9669

☒

Name: Lacy Jackson

Office Phone: (706) 839-0240

Email: ljackson@habershamga.com

Title: Programs & Fitness Specialist

may
Approved by the Habersham County, Georgia Board of Commissioners on the 15th day of ~~February~~ May, 2023 and executed this 15th day of ~~February~~ May, 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: [Signature]
Ty Akins, Chairman

Attest: [Signature]
Brandalin Carnes, County Clerk

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

[Hillary Myers]

By: [Signature]
5/12/23

Attest: [Signature]
5/23/23