

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: Contracted Instructor Agreement - Private and Group Swim Lessons – Amy Hood

DATE: 9/4/2026

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

BUDGET INFORMATION:

☐ **STATUS REPORT**

~~ANNUAL-~~

☐ **OTHER**

~~CAPITAL-~~

PRESENTED BY: Terry Lannon

COMMISSION ACTION REQUESTED ON:

PURPOSE: This is a request to renew the Contracted Instructor Agreement with Amy Hood. Allowing her to continuing offering Private and Group Swim Lessons.

BACKGROUND / HISTORY: Amy Hood is a retired educator from the Habersham County Board of Education with extensive experience coaching both boys and girls at various levels. She has also furthered her swim instruction training and is now certified to conduct swimming lessons and has done an amazing job doing swim lessons at our facility.

FACTS AND ISSUES:

Cost for Classes:

- Private Lesson \$150 In-County and \$180 out-of County
- Group Lessons \$140 In-county and \$168 out-of County

Private Swim Lessons: 1 Participant of any age

- Each Session will have four (4) classes lasting 45 minutes each.

Group Swim Lessons: 3 to 6 Participants of similar age.

- Each Class will have four (4) classes lasting 45 minutes each.
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OPTIONS:

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

1. Approve to enter into a Contracted Instructor Agreement with Amy Hood for Semi-Private Swim Lessons and Group Swim Lessons.
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DEPARTMENT:

Prepared by: Robert Oaks

Director: Terry Lannon

ADMINISTRATIVE

COMMENTS: _____

_____ **DATE:** _____

County Manager



HABERSHAM COUNTY PARKS AND RECREATION - CONTRACT INSTRUCTOR AGREEMENT

THIS AGREEMENT dated this 26th day of August, 2026 The, (Effective Date) by and between the Habersham County, a political subdivision of the State of Georgia (hereinafter referred to as "Agency") and (Amy Hood), (hereinafter referred to as "Contractor"). The parties agree with the following:

I. SERVICES AND RESPONSIBILITIES: Contractor agrees to provide instruction for Semiprivate Swim Lessons and Group Swim Lessons ("Courses") as defined by the Class Information detailed in Exhibit "A". The 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 14 - 17th 2026
- (2) September 28th – October 1st 2026
- (3) October 12th - 15th 2026
- (4) October 26th - 29th 2026
- (5) November 9th – 12th 2026
- (6) December 7th -10th 2026
- (7) December 14th – 17th 2026
- (8) January 11th – 14th 2027
- (9) January 25th – January 28th 2027
- (10) February 22nd – 25th 2027
- (11) March 8th – 11th 2027
- (12) March 22nd – 25th 2027

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 \$150 for in-county participants and \$180 for out-of-county participants for the Private Swim Lessons. \$140 for in-county participants and \$168 for out-of-county residents for the Group Swim Lessons. 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 \$110 for Private Swim Lessons and \$100 for Group Swim Lessons per participant. These flat rates will remain the same regardless of whether the participant pays a 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 contacts 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.

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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: Amy Hood

Address: 969 Ov Justus Road

Phone/Cell: [REDACTED]

City: Rabun Gap

Zip: 30568

E-mail: [REDACTED]

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

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Name: Todd Mayfield, CYSA

Office Phone: (706) 839-0235

Email: tmayfield@habershams.com

Title: Athletic Manager

Cell Phone: (706) 297-8939

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Name: Robert Oaks

Office Phone: (706) 839-0233

Email: roaks@habershams.com

Title: Aquatic Manager

Cell Phone: (678) 933-4220

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Name: Lenay Gerrin

Office Phone: (706) 839-0238

Email: lgerrin@habershams.com

Title: Special Programs and Events Manager

Cell Phone: (706) 949-9230

Approved by the Habersham County, Georgia Board of Commissioners on the ____ day of _____, 2026 and executed this ____ day of _____, 2026, in witness whereof the said Party hereto has set its hand, affixed its seal and delivered these presents.

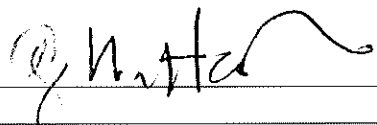
BOARD OF COMMISSIONERS OF
HABERSHAM COUNTY, GEORGIA

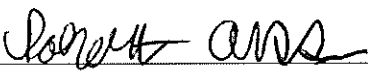
By: _____
Bruce Harkness, Chairman

Attest: _____
Brandalin Carnes, County Clerk

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

[Amy Hood]

By:  _____

Attest:  _____