

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: Contracted Instructor Agreement - Masters Swim Program and Private Swim Instruction
- Samuel Mashburn

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 enter into a Contracted Instructor Agreement with Samuel Mashburn. He is going to be an instructor for the Master Swim Program and Private Swim Instruction.

BACKGROUND / HISTORY:

Sam Mashburn is an USA Swimming certified coach with over 15 years of competitive swim coaching experience. Coached everything from summer league swimming to USA National Qualifiers. Born and raised in Cumming Ga and a year round swimmer that swam at the collegiate level. Currently the head USA Swimming coach with Tallulah Falls Aquatics.

FACTS AND ISSUES:

- Class description: A competitive swim team for adults that falls under the nationally recognized US Swimming Masters program. A chance for adults 18 and older to continue swimming with instruction and being able to compete across the country with other US Masters teams. Available for triathletes as well.
- Class length: 2 days a week/at least 8 practices a month.

Cost for the Masters Swim Program:

- \$100 for in-county and \$120 for out-of-county participants

Cost for Private Coaching Instructions

- \$114 for in-county and \$137 for out-of-count participants.
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OPTIONS:

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

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 30 day of September, 2026 The, (Effective Date) by and between the Habersham County, a political subdivision of the State of Georgia (hereinafter referred to as "Agency") and (Samuel Mashburn), (hereinafter referred to as "Contractor"). The parties agree with the following:

I. SERVICES AND RESPONSIBILITIES: Contractor agrees to provide instruction for **Masters Swim Program and Private Coaching Instruction**. ("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:

Month sessions:

October 2026
November 2026
December 2026
January 2027
February 2027
March 2027
April 2027
May 2027
June 2027
July 2027
August 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 **\$100 for in-county participants and \$120 for out-of-county participants for the Masters Swim Team Program**. For **Private Coaching Instruction** each session is **\$114 for in-county participants and \$137 for out-of-county residents**. 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 **\$70 for Masters Swim Team Program and \$80 per private coaching instruction lesson**. 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: Samuel Mashburn

Address: 181 Bowman Street

Phone/Cell: 770-315-4820

City: Lavonia

Zip: 30553

E-mail: Samuel.mashburn@gmail.com

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



Name: Todd Mayfield, CYSA

Title: Athletic Manger

Office Phone: (706) 839-0235

Cell Phone: (706) 297-8939

Email: tmayfield@habershams.com



Name: Robert Oaks

Title: Aquatic Manager

Office Phone: (706) 839-0233

Cell Phone: (678) 933-4220

Email: roaks@habershams.com



Name: Lenay Gerrin

Title: Special Programs and Events Manager

Office Phone: (706) 839-0238

Cell Phone: (706) 949-9230

Email: lgerrin@habershams.com

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

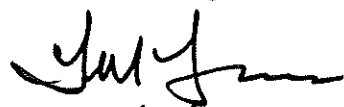
By: _____
Bruce Harkness, Chairman

Attest: _____
Brandalin Carnes, County Clerk

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

[Samuel Mashburn]

By:  _____
a-29-26, _____

Attest:  _____
10/1/26, _____