

**TAHOE CITY PUBLIC UTILITY DISTRICT
CONTRACT FOR PARKS AND RECREATION SERVICES**

Contract Number _____ Date _____

This Agreement is made by and between the Tahoe City Public Utility District, hereinafter called "District" and _____ hereinafter called "Contract Specialist," as follows:

RECITALS

1. District sponsors a recreation program under the supervision of the Director of Parks and Recreation.
2. The following described recreational service is desired by the District as part of its recreation program:

Activity to be conducted or service rendered by Contract Specialist: _____

Person who will provide service:

Name: _____ Address: _____

Phone Number (hm) _____ (wk) _____

Activity to be conducted for the following period:

Beg. Date _____ Ending Date: _____

Days: _____ Times: _____

Place(s) services will be conducted: _____

Free introductory class (if applicable): Day _____ Date _____

Time _____ Location _____

Fees: _____

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein and the recitals set forth above, the parties agree as follows:

3. Contract Specialist hereby agrees to conduct the above specified activity and services as set forth and in accordance with this contract document.

2. RATE OF PAYMENT: In full consideration for actual services that Contract Specialist renders pursuant to this contract, District shall pay Contract Specialist the following: Contract Specialist's basic rate:

_____ District shall have no other obligation to pay Contract Specialist in the event the activity that is the subject of this contract is canceled or rescheduled prior to the first meeting of the activity and the District notifies the Contract Specialist of the change. It is expressly understood that District and/or Contract Specialist may cancel the activity if a minimum of _____ participants are not enrolled/registered for this activity. A maximum enrollment shall be limited to _____ participants/teams.

3. ACTIVITY REGISTRATION/PAYMENT OF CONTRACT SPECIALIST:

Activity registration and fees shall be collected at the District office or by the Contract Specialist as determined by District Staff. If all registration is taken by the District, the Contract Specialist will submit an invoice for services at the completion of each session or in a timely manner as determined by District. If the Contract Specialist takes registration and collects fees, Contract Specialist will be responsible to submit attendance forms and financial records with payment as required by District. The District reserves the right to review attendance records at any given time. Payment due the District shall be paid within seven (7) working days following each session. Payments due the Contract Specialist shall be paid seven (7) days following the submittal of a payment invoice. In the case of ongoing activities, payment will be made on the 5th day of each month. Late payments to the District will be subject to a 10% late fee.

4. SCOPE OF SERVICES: The Scope of Services to be provided by Contract Specialist shall be as follows:

- a. Submit a formalized activity proposal to be reviewed by Program Coordinator.
- b. Execute goals and objectives as set by Program Coordinator.
- c. Keep accurate attendance records of each class.
- d. Provide for the safety of participants.
- e. Promote the activity.
- f. Secure maximum participant involvement.

- g. If required by District, provide public liability insurance coverage per District specification.
 - h. Conduct activities and services referred to in paragraph 1 above.
 - i. Turn in keys on a timely basis as required by the Program Coordinator.
5. FACILITY USE: Contract Specialist understands that he/she is responsible for any District facility used and the contents of said District facility during and after class and shall leave the facility in a clean and operable status within 15 minutes after each scheduled class ends. Extra time needed for set-up or preparation shall be scheduled in addition to classes through District office. Contract Specialist will only use the facility during scheduled times unless otherwise approved by the Program Coordinator. Unauthorized use of the facility could result in the termination of this contract by the District.
6. GENERAL:
- a. The Contract Specialist:
 - 1. Shall acquire, provide, maintain, repair, and store at the sole cost and expense of Contract Specialist such equipment, materials and supplies needed for the Contract Specialist's personal use and for the proper conduct of the aforesaid instruction or services.
 - 2. Shall not advertise, print or publish any promotional material in connection with the services without the prior written approval of the Program Coordinator.
 - 3. Shall not assign or otherwise transfer this agreement or any interest therein or moneys payable thereunder without prior written authorization from the Program Coordinator.
 - b. The TCPUD will:
 - 1. Assist in producing up to 50 flyers per class/month.
 - 2. Produce press releases to be sent to three local papers and the Tahoe/Truckee Weekly.
 - 3. Post classes in the TCPUD Brochure.
 - 4. Take registration at the office and provide current roster information.

5. Provide a safe, clean facility for the activity.
6. Provide activity evaluation tools.
7. **SERVICE CANCELLATION POLICY:** The District's assigned Program Coordinator shall be the sole judge of the quality of performance of services furnished pursuant to this agreement. District reserves the right to cancel this contract at any time. Either the District or Contract Specialist may cancel this contract for any reason upon submitting a thirty day written notice. In the event of a cancellation of the contract where a fixed sum is paid in advance to the Contract Specialist, compensation due at the time of cancellation shall be in the ratio of the services performed to the date of cancellation as compared to the entire services to be performed under the contract. In all other circumstances, the District shall be responsible at the established rate only for the actual service or activity that has been conducted by the Contract Specialist.
8. **INDEPENDENT CONTRACTOR RELATIONSHIP:**
 1. It is expressly understood and agreed that this contract does not make the Contract Specialist an officer or employee of the Tahoe City Public Utility District and, furthermore, does not provide for income tax withholding, State Workers' Compensation Insurance or any other benefits of any type other than is expressly set forth herein. Contract Specialist is and shall be deemed an independent contractor. The relationship of Contract Specialist and District will be governed solely by this contract. The Contract Specialist shall not incur any debt, liability or obligation for which the District shall be responsible without prior written approval and authorization of the District.
 2. The TCPUD will report certain financial information regarding the services provided by Contract Specialist to the Employment Development Department as required by law.
9. **LIABILITY:** The Contract Specialist, his heirs, executors, and administrators hereby expressly release Tahoe City Public Utility District, its officers, directors, employees and agents, and the Tahoe Truckee Unified School District, its officers, directors, employees and agents from all claims, demands liabilities, action or causes of action arising out of or in any manner connected with the conduct of the aforesaid services by Contract Specialist.
10. **INSURANCE:** The Contract Specialist shall acquire and maintain general public liability and property damage insurance in a sum not less than \$1,000,000 per occurrence and shall procure and carry Workers Compensation Insurance for all employees in the statutory amount required; and agrees that each of the insurance policies described above shall carry an endorsement naming the District, the Director of Parks and Recreation, the

