



CITY OF ST. PETERSBURG PARKS AND RECREATION DEPARTMENT
2019 Contractual Program Proposal and Contract Agreement for Fee Instructors

All fee class programs offered in any of the Parks and Recreation Department's facilities must receive prior approval as to content, structure and fee. All fee instructors and co-fee instructors are subject to an annual background check.
 All co-fee instructors that may teach your class must be listed on the back page of this document.

INDIVIDUAL FEE INSTRUCTOR hereinafter referred to as "Instructor"

First Name: _____ Middle Name: _____ Last Name: _____
 Address: _____ City: _____ State: _____ Zip Code: _____
 Primary Phone: _____ Secondary Phone: _____ Email: _____

BUSINESS ENTITY hereinafter referred to as "Instructor"

Business Name: _____ FEIN # (required): _____
 Address: _____ City: _____ State: _____ Zip Code: _____
 Contact Name: _____ Title: _____
 Primary Phone: _____ Secondary Phone: _____ Email: _____

| Co-fee Instructor Name | Phone Number | Co-fee Instructor Name | Phone Number |
|------------------------|--------------|------------------------|--------------|
| | | | |
| | | | |
| | | | |

Attach additional sheets if necessary

Title of Program: _____

Description: _____

| | Per Session Class |
|-------------------------------|-------------------|
| Price per session | |
| Length of each class | |
| Number of classes per session | |

Additional Fees/Charges to Student: \$ _____ for _____

Age: Minimum _____ Maximum _____ **Number of Students:** Minimum _____ Maximum _____

Materials Provided By: Instructor _____

Participant _____ Facility _____

Previous Related Work Experience/References:

| Contact Name | Phone Number | Employer |
|--------------|--------------|----------|
| | | |
| | | |
| | | |

I understand that by signing this I am submitting a program proposal. Upon final approval of this proposal by the Administrative Services Manager as evidenced by the Administrative Services Manager signature below, this proposal, both front and back, and the policies and procedures which are set forth in the Fee Instructor Manual for the "Contract Year" (as that term is hereinafter defined) and which policies and procedures are hereby incorporated by reference, shall constitute the entire contract between the Instructor and the City of St. Petersburg ("Contract") with regard to the matters contained therein for the Contract Year.

Instructor's Signature: _____ Date _____

| | | |
|--|----------------------------------|-----------------------------------|
| FACILITY SUPERVISOR USE ONLY: | Instructor Status: Current / New | REPORTING CATEGORY # _____ |
| References Checked: Y / N | | VENDOR # _____ |
| If no to either question above, explain: _____ | | |
| Facility or facilities where classes are to be held: _____ | | |

Supervisor II: _____ Date _____

Class System Administrator (LeisureTech): _____ Date _____

Parks and Recreation Manager: _____ Date _____

Administrative Services Manager: _____ Date _____

"Contract Year" as used herein means **September 1, 2018 to August 31, 2019.**

Distribution: Instructor, Parks and Recreation Administration, L:\Public General\Fee Instructors, Fee Instructor Coordinator

INSTRUCTOR AND THE CITY AGREE TO THE FOLLOWING CONDITIONS:

SECTION I - OBLIGATIONS OF THE INSTRUCTOR.

The Instructor shall:

1. Be on time and ready to start when the class is scheduled to begin.
2. Report the class attendance on the designated sheet provided by the City staff.
3. Inform facility personnel, in advance, as to how the room should be set up.
4. Leave the room in acceptable condition after each class.
5. Contact the facility supervisor at least 24 hours before any absence.
6. Notify class members at least 24 hours in advance of cancellations or changes in class schedule.
7. Inform students of any materials which must be supplied by them to participate in the class.
8. Direct the student to pay class fees to the City staff.
9. Not collect money on City property without the written approval of the City for such items as shirts, supplies, etc.
10. Submit all promotional items (e.g., news releases, flyers, posters, websites, social media, etc.) to the City for written approval prior to printing and distribution to the public.
11. If required by the City, obtain a signed release, provided by City staff, from all participants prior to beginning the program.
12. Allow a first-time participant to either observe one class before enrolling or attend the first class free.
13. Comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including Florida laws regarding public records (e.g., Chapter 119, Florida Statutes, and specifically Chapter 119.0701(2)-(3)). Instructor hereby makes all certifications required under Florida Statute section 287.135. **IF INSTRUCTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO INSTRUCTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.**
14. Not violate any Laws or permit the violation of any Laws to occur during Instructor's classes or class related activities. A conviction by a court of the alleged unlawful act or activity is not necessary in order for an Instructor to be in violation of this Section.
15. Comply with City policies and procedures, including but not limited to policies and procedures contained in the Fee Instructor Manual

SECTION II – PAYMENT. Provided Instructor faithfully performs its obligations contained in this Contract, City will pay Instructor the total sum of seventy percent (70%) of fees collected each month for services to be performed under this Contract. Upon successful completion of the class (or month of ongoing classes), the City shall process a check to the Instructor. Checks are normally available on the eighteenth day of the month following the rendering of services, and will be mailed to the Instructor's address listed on the front page of this Contract. In the event that an Instructor receives overpayment through an incorrect check amount (due to customer account corrections, withdrawals, refunds, etc.) or if customer invoices sent to collections are not paid by the clients, the City reserves the right to recoup the overpayment by adjusting subsequent payments to the Instructor or invoicing the Instructor for reimbursement to the City.

SECTION III - RELATIONSHIP OF THE PARTIES. The parties intend that an independent contractor relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Instructor who is an independent contractor. Instructor as well as employees of Instructor are not to be considered an agent or employee of City for any purpose, and are not entitled to any of the benefits that City provides for City employees. It is understood that Instructor is free to perform similar services for other parties while under contract with the City.

SECTION IV - LIABILITY AND INSURANCE. The services to be performed under this Contract will be performed entirely at Instructor's risk, and Instructor assumes all responsibility for the condition of tools and equipment used in the performance of this Contract. All of Instructor's property of every kind and description which may at any time be on City property shall be at the Instructor's sole risk. Instructor agrees to defend, hold harmless and indemnify the City for any liability or loss alleged or claimed to have arisen out of or in connection, in whole or in part, from any negligent act or omission of the Instructor, whether or not such negligence is claimed to be either solely that of the Instructor, or to be in conjunction with the claimed negligence of others, including the City; any reckless or intentional wrongful acts or omissions of Instructor; or Instructor's failure to comply with the terms and conditions of this Contract and applicable Laws. When required by the City's Risk Management Department, the Instructor shall, at its expense, obtain a policy of insurance with terms and conditions acceptable to the City's Risk Management Department and provide an insurance certificate to the Parks and Recreation Department Fee Instructor Coordinator evidencing the required insurance at least two (2) days prior to beginning the program listed on the front page of this Contract. All required insurance policies, and the certificates therefore, shall name the City as an additional insured.

SECTION V - DURATION AND TERMINATION OF CONTRACT. Both parties acknowledge and agree that this Contract is contingent on a sufficient enrollment in the program listed on the front page of this Contract to warrant said program being offered. The City may terminate this Contract, with or without cause, upon giving five (5) days written notice to Instructor. Further, the City may terminate this Contract as provided in Florida Statute section 287.135. This Contract expires on the expiration date specified in the proposal or upon the renewal date mutually agreed upon by the parties in writing.

SECTION VI – RESCHEDULING. The Instructor and facility supervisor will mutually agree in writing on scheduling changes.

SECTION VII - CLASS FEES. Requests to increase class fees must be submitted in writing and will be reviewed and approved by the City.

SECTION VIII – AMENDMENTS. No amendments to this Contract shall be valid unless in writing and signed by the City and Instructor.

SECTION IX - BUSINESS TAX CERTIFICATE. It is the responsibility of the Instructor to have a current and valid Business Tax Certificate.

SECTION X – NOTICES. All notices must be in writing and delivered in person, by certified mail, or by email to the address listed on the front page of this Contract if to Instructor, and to 1400 19th St. N., St. Petersburg FL 33713, Kerry.Bittner@stpete.org if to the City. Notices shall be deemed delivered on the date delivered in person, upon expiration of five (5) days following the date mailed by certified mail, or upon confirmation of delivery by email.