

## **CONTRACT INSTRUCTOR AGREEMENT**

This AGREEMENT is made and entered into this, the 14<sup>th</sup> day of September 8, 2021 by and between the **City of Dripping Springs**, Texas, a municipal corporation (hereinafter referred to as “City”), and **Earth Native Wilderness School** an individual (hereinafter referred to as “Instructor”).

### **PREAMBLE:**

**WHEREAS**, the City desires to offer independent Contract Instructors to teach classes in the parks; and

**WHEREAS**, the City finds that the contract instructor assumes all liability and shall be an independent Contract Instructor as related to this agreement; and

**WHEREAS**, this agreement can be terminated without cause by either party giving thirty days written notice to the other party; and

**WHEREAS**, the contract instructor will pay the City a rental fee per programming day

**WHEREAS**, the City finds that it is in the best interest of the City and its residents to provide life enriching classes at its parks.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

### **1. Duties.**

#### **A. Duties of Contract Instructor.**

- (1) Teach recreation/educational programs to a designated age group.
- (2) Represent the City in a professional manner.
- (3) Communicate progress and goals with participants and parents, as appropriate.
- (4) Provide a safe environment for all students by enforcing class and park rules as well as any rules or laws adopted by Hays County, the City of Dripping Springs, and the State of Texas.
- (5) Engage in excellent communication while working well with the class age group.
- (6) Provide exceptional customer service.
- (7) Notify the participants and City Staff of any pre-arranged absences and provide an appropriate make-up schedule.

- (8) Submit monthly attendance reports and other information in writing as requested by the City.
- (9) Work with Dripping Springs Ranch Park staff to identify an inclement weather location and submit the program's emergency action plan to have on-file with contract.
- (10) Report to the Parks and Community Services Director who will require the Contract Instructor to address any complaints or concerns from patrons, parents, guardians, or the public.

**B. Duties of City.**

- (1) The City shall provide opportunities for the Contract Instructors to provide classes at Dripping Springs Ranch Park based on the demand of the residents and availability of location for the classes.
- (2) After a class is approved, the City shall provide a safe, clean, and well-kept location at Dripping Springs Ranch Park for teaching of the class.
- (3) Advertise Contract Instructor classes by website and e-mail.

- 2. Duration.** The term of this Agreement shall be for a term of one (1) year beginning on September 13, 2021, and ending on May 23, 2022, provided, however, that the term of this Agreement shall be subject to earlier termination as set forth in this Agreement. The City may, by written approval of the City Administrator, extend the term of this Agreement.

The classes shall not take place during City Holidays or when DSRP is closed for safety purposes. Program schedules are subject to change due to events, construction, safety closures, or emergency repairs. All classes shall be submitted to the Parks and Community Services Director, or the Director's Designee as communicated in writing to Instructor, for approval and shall not begin without written approval of the Parks and Community Services Director, which approval shall not be unreasonably withheld.

This agreement can be terminated without cause by either party giving thirty (30) days written notice to the other party.

The City, at its sole discretion for any reason whatsoever, may cancel this agreement at any time and without prior notice if the City determines that the activity is not in the best interest of the City.

**3. Pay/Fees.**

- A.** All fees are subject to final approval by the City Council at the recommendation by the Parks and Recreation Commission.
- B.** Instructor will pay a rental fee of \$75.00 per programming day to have non-exclusive use of the outdoor arena, trails, and Ranch House grounds area (17 class meeting days). Term

rental fee is equal to \$1275.00

C. Instructor will pay the lump sum term rental fee, three days prior to the start of the program offering, by the 10<sup>th</sup> of September 2021.

4. **Notices.** Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

**To the City:**

City of Dripping Springs  
Attn: City Administrator  
PO Box 384  
Dripping Springs, TX 78620

**To the Instructor:**

Earth Native Wilderness School  
Attn: David Scott  
137 Woodview Lane  
Bastrop, TX 78602

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Instructor or City may change the address for notices at any time with seven (7) days written notice to the other party.

5. **General Provisions.**

A. **Relationship of Parties:** It is understood by the parties that Contract Instructor is an independent Contract Instructor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contract Instructor. The City may contract with other individuals or firms for teaching services.

B. **Injuries/Insurance:** Contract Instructor acknowledges the Contract Instructor's obligation to obtain appropriate insurance coverage. Contract Instructor waives the rights to recovery from City for any injuries that Contract Instructor may sustain while performing services under this Agreement. Contract Instructor is to provide a copy of insurance coverage to City at least ten (10) days prior to the end of any existing coverage period if Contract Instructor uses the services of any of Contract Instructor's employees for the provision of services to the City. The City shall be named as an additional named insured on the Insurance.

C. **Indemnification:** Contract Instructor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against City that result from acts or omissions of Contract Instructor.

D. **Assignment:** Contract Instructor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.

E. **Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contract Instructor has submitted to the City a

copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).

- F. Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or military authority, insurrections, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, explosions, or other causes not reasonably within the control of the party claiming such inability. Neither CITY nor Instructor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.
- G. Entire Agreement:** The text herein and attachments noted above shall constitute the entire Agreement between the parties. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- H. Effective Date:** This Agreement shall become effective commencing on the date of execution as indicated below.
- I. Severability:** If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- J. Enforcement and Venue:** This Agreement shall be construed under and according to the laws of the State of Texas and venue for enforcement shall be in Hays County.
- K. Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

**IN WITNESS WHEREOF**, the City of Dripping Springs has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Secretary, and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

**CITY OF DRIPPING SPRINGS:**

**INSTRUCTOR:**

\_\_\_\_\_  
Bill Foulds, Jr., Mayor

\_\_\_\_\_  
Dave Scott, Earth Native Wilderness School

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

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Andrea Cunningham, City Secretary