

other instructors or its own employees to conduct the same services as Instructor. Instructor is responsible for all set up and preparation of assigned class areas.

Instructor is also responsible for take down and clean-up of assigned areas.

4. **Compliance with Laws:** The Contractor will not discriminate against anyone on the basis of race, color, national origin, age, disability, creed, religion, sex, ancestry or place of birth in the provision of services to the public and will comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1974, and the Americans with Disabilities Act of 1990. Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of services under this Agreement.
5. **Policies and Procedures:** Instructor shall comply with the policies and procedures of the City, Parks and Recreation Department, and all other Federal, State, and local laws.

Contractor acknowledges that he/she received a Contract Instructor Manual and does agree to abide by the policies and procedures. It is the financial responsibility of the Contractor to remain current on all training, certifications and liability insurance. Contractor will provide copies of said documents to the City.

6. **Criminal Background:** The Contractor and all of his/her employees and volunteers will be subject to a criminal background check at least **every 6-12 months**. If it is found that any criminal background checks are found to be unsatisfactory, the person(s) with the unsatisfactory criminal history will be removed from the program immediately. The Contractor will not have any employee or volunteer assist with any program in the Department without a criminal background clearance given by the Human Resources Department. Violation of this Provision will result in immediate termination of this Agreement.
7. **Confidential Information.** During the term of this Agreement, Contractor may have access to and become familiar with certain confidential information. Contractor agrees that any confidential information so obtained, including without limitation, any and all documents, participant/class rosters, memoranda, correspondence, notes, specifications, and plans, policies and procedures, computer programs, software, and other proprietary data of whatever type of nature, is confidential information in the nature of a trade secret, and is the **exclusive property of the City**. Contractor covenants and agrees that he/she will not directly or indirectly, during or after termination of this Agreement, use for his/her own benefit, use to the detriment of the City, or divulge to persons other than authorized officers of the City, any confidential information of the City. Upon termination of this Agreement, all confidential information shall be left with or returned to the City. Contractor agrees that his/her obligations under this paragraph survive the expiration and/or termination of this Agreement.
8. **Absent/Late.** Contractor is expected to be present at the Richland Tennis Center (or other class location as agreed) at least 10 minutes prior to the scheduled start time of each class. Contractor must check in at the front desk upon his/her arrival, and check out upon his/her departure. Contractor agrees that he/she will not be absent or tardy except in a case of extreme and unanticipated emergency. In the event of such an emergency, Contractor must secure a substitute and notify the Facility Center Manager as far in advance of the scheduled class time as possible. Concerning class sessions, private or group lessons, Contractor must coordinate with client as far in advance of the scheduled session time as possible. **It will be the responsibility of the Instructor to notify participants of any change in the normal class schedule.** If an instructor has two or more incidents during a single month where a session/class is missed due to no sub being obtained, the contract is immediately terminated following the second incident.

9. **Assistant Instructors:** Instructor is responsible for hiring and paying all assistants necessary for conducting class/activity based on safe staff/participant ratio, operating practices and local, state, and federal standards, and will assume responsibility for assistant's actions. Instructor will be responsible for securing qualified substitutes and notifying City of any such change. In the event a qualified substitute cannot be secured, Instructor will be responsible for notifying the City staff, Coordinator and participants of any temporary change in the normal class schedule.
10. **Class Audits and Evaluations.** Contractor agrees to allow City staff members to sit in on Contractor's classes as deemed necessary by the City in order to observe and audit the classes' operation, to check attendance and to verify Contractor's adherence to curriculum, rules, policies and procedures. Staff members who attend a class as part of their duties and responsibilities as a City employee or representative are not considered class participants for purposes of determining Contractor's compensation. With the exception of Contractor, an approved substitute instructor, City staff members and paid class participants, Contractor may not allow anyone else to sit in on or observe the class without the City's prior authorization. Contractor may, at City's request, be required to administer a class evaluation and submit the results to the City.
11. **Termination:** Either party may terminate this Agreement at any time, for any reason, with thirty (30) days written notice, provided however; the City shall at all times have the right to immediately terminate this Agreement for cause as reasonably determined by the City. Cause will include, but is not limited to, Contractor's arrest or conviction, being charged with a felony or Class A misdemeanor, poor punctuality, poor customer service, failure or refusal to comply with the written policies or directive of the City, misconduct, or breach of this Agreement. In the event of termination, the Instructor shall receive payment based upon a pro-rated basis, for classes or lessons taught up to notice of termination, less any damages incurred by the City for default.
12. **Term:** Subject to Paragraph 11 hereof, the term of this Agreement shall be effective beginning 05/8/2023 and expiring on September 30, 2023.
13. **Effective Date:** Notwithstanding Paragraph 12 above, this Agreement shall not become effective until it is approved and signed by an authorized representative of the City of North Richland Hills.
14. **Liability Waiver:** I hereby release, absolve, indemnify and hold harmless the City of North Richland Hills, the Parks and Recreation Department, its employees, activity officials, supervisors, any or all in the event of an accident, injury or death sustained by Contractor while being transported to and from activity, or while participating in any activity, from any liability of any kind whatsoever. All activities involve some physical nature and I understand and assume the risk. In the event of a serious accident or injury, I understand city officials may contact 911, provide and perform first aid, and when necessary, recommend transport to a hospital and reach a parent/guardian/emergency contact as soon as the situation allows. I do hereby give my approval for participation in any and all of the program activities. I give permission for any photographs taken during these activities to be utilized for promotional uses by the City now and in the future.
15. **INDEMNITY:** INSTRUCTOR AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, TAXES, FINES, PENALTIES, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR ANY PROPERTY, ARISING OUT OF, IN CONNECTIONS WITH, OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT, SAVE AND EXCEPT FOR LOSS OR INJURY DUE SOLELY TO THE NEGLIGENCE OF THE CITY. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF INSTRUCTOR AND CITY, THEN

RESPONSIBILITY, IF ANY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY DEFENSE OF CITY OR INSTRUCTOR UNDER TEXAS LAW.

16. **Assignment:** Consultant shall not assign, subcontract or transfer any of its interests, duties or obligations in this Agreement without the written consent of the City. Any attempted assignment, subcontract or transfer of all or any part hereof shall be void.
 17. **Choice of Law; Venue:** This Agreement shall be construed in accordance with the laws of the State of Texas. Should any action, at law or in equity, arise out of the terms herein, exclusive venue for said action shall be in Tarrant County, Texas.
 18. **Force Majeure:** Neither party shall be liable for failure to perform its obligations under this Agreement and shall have the right terminate this Agreement if performance is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions or regulations; epidemics; pandemics; fires; strikes; lockouts; natural disasters; riots; material or labor restrictions; transportation restrictions; or other circumstances which are reasonably beyond the control of the party.
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[Signature Page follows]

ACCEPTED AND AGREED:

CITY OF NORTH RICHLAND HILLS:

APPROVED:

☐ (Check the box if \$3,000 or less)

By: _____
Adrien Pekurney, Department Director

APPROVED:

By: _____ Date: _____
Mark Hindman, City Manager

Or Designee:

By: _____ Date: _____
Name: _____
Title: _____

ATTEST:

By: _____
Alicia Richardson, City Secretary/Chief
Governance Officer

By: _____
Traci Henderson, Assistant City Secretary

NRH City Council Action: Y ☐ N ☐

Date Approved:

Agenda Item No:

Ord/Res No.

**** APPROVED TO FORM AND LEGALITY:**

By: _____
Maleshia B. McGinnis, City Attorney

By: _____
Thomas McMillian, Assistant City Attorney

Julia Geske:

By: _____
Name: Julia Geske, Contract Instructor

Date: TUESDAY APRIL 25th 2023

**** CA-CONTRACT NO. PAR0001_20210331**
Rev. 4/17/2023 is pre-approved to Form and Legality for use of this version only. Contracts with no changes to the terms and that are in an amount less than \$50,000, do not require signature of the City Attorney. Any modifications to the legal provisions of this Agreement, or contracts \$50,000 or greater, shall require additional review, approval and/or signature of the City Attorney's Office.