



TITLE: Consultants and Contract Employees Policy

EFFECTIVE DATE: 10/1/2019

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CAPRA STANDARD(S): 4.8

NEXT REVIEW DATE: 10/1/2022

RESPONSIBLE AUTHORITY: Director

PAGES: 6

Purpose:

To define policies, rules and procedures for use of consultants and contract employees in the Parks and Recreation Department.

Policy:

The Parks and Recreation Department uses various consultants, vendors and contracted instructors and sports officials to enhance the quality of services provided to the public.

Contract Instructors

Individuals who would like to provide organized instruction at a Parks and Recreation Department facility must have a contract, agreement or pay a rental fee. Individuals paying a rental fee, are required to remit 20% of gross profits to the City of New Braunfels.

The City of New Braunfels Parks and Recreation Department partners with outside organizations, non-profits and independent contractors to provide a variety of programming at Das Rec, New Braunfels Recreation Center. Typically, independent contractors receive 70% of registration fees while the City collects 30% of registration fees. Contracts can be negotiated to the discretion of Management.

Contract terms must be approved by the Manager before a contract is drafted by supervisory personnel. Once the program is approved, a Parks and Recreation Contract Instructor Agreement must be signed by the supervisory personnel and independent contractor.

Instructors may not discriminate against any employee, volunteer, participant or student due to race, religion, creed, color, national origin, gender, sexual orientation, physical or mental handicap, marital status, veteran status or age.

Consultants

Consultants are used for various professional services through the Department. City Standard Operating Procedures should be followed for securing a consultant. At a minimum a scope of work and fee proposal is submitted by the selected consultant for review and approval by the PARD Director prior to submittal to City Manager or City Council.

Agreements up to \$25,000 can be executed by the City Manager. Anything over \$25,000 must be approved by City Council and have been formally bid. The Purchasing Division will work with staff to issue a formal bid. The City competitively bids and awards services through an Indefinite Delivery Indefinite Quantity (IDIQ) contract. These consultants may be used for certain services by awarding a Task Order. The Purchasing Division will assist with these awards.

Attachments:

- A. Contract Instructor Agreement
- B. IDIQ and Task Order Award Process

Contract Instructor Agreement



PARKS & RECREATION DEPARTMENT INSTRUCTIONAL & RECREATION SERVICES AGREEMENT

This agreement made and entered into between the *CITY OF NEW BRAUNFELS*; through its *PARKS & RECREATION DEPARTMENT*, hereinafter referred to as "*DEPARTMENT*" and _____, hereinafter referred to as "*INSTRUCTOR*", is for the purpose of providing recreational services or instruction through the DEPARTMENT'S recreation program. The parties hereto have agreed, and by the execution of this agreement are bound to the responsibilities and duties outlined below.

SECTION 1: AGREEMENT PERIOD

The term of this agreement shall commence on the _____ day of _____, _____ and shall terminate on the _____ day of _____, _____. Either party may cancel this agreement on 30 days advance written notice to the other party of such intentions to cancel.

SECTION 2: SCHEDULE OF PAYMENT

The *DEPARTMENT* shall register participants and collect the class registration fee for the program covered by this agreement. The *DEPARTMENT* will provide registration and participant information to the *INSTRUCTOR* prior to the class start date.

DEPARTMENT will remit _____ of the total amount of tuition and/or other fees collected in association with the program and a participant roster which includes participant name, age, address and phone number each month.

The *INSTRUCTOR*, upon satisfactory completion of the course or service, shall be paid an amount not to exceed of the total amount of tuition realized by the course or service.

The remaining _____ of the total amount of tuition realized by the course or service shall be retained by the *DEPARTMENT* for the provision of instructional and/or recreational services described in this agreement.

ANY CHANGE IN TUITION AMOUNTS/PROGRAM FEES MUST BE APPROVED BY THE
DEPARTMENT PRIOR TO REGISTRATION.

SECTION 3: SCOPE OF INSTRUCTIONAL OR RECREATIONAL SERVICES

The *INSTRUCTOR* shall be responsible for providing the following instructional and or recreational services on behalf of the *DEPARTMENT*.

Said services beginning on _____ and terminating _____.



SECTION 4: INSTRUCTOR POLICIES

INSTRUCTOR fully agrees that he/she is acting as an independent contractor and agrees to hold harmless the City of New Braunfels, its officers and employees, from any loss, damage, or claim arising out of work performed pursuant to this contractual agreement.

In witness whereof, the parties hereto agree this the _____ day of _____, _____.

Instructor

Department Representative

Reviewed By

ADDITIONAL INSTRUCTOR INFORMATION

Instructor: _____ SSN: _____

Mailing Address: _____

Phone: _____ Email: _____

ADDITIONAL COURSE DETAILS

Course Title: _____

Course Dates: _____

Course Description:

Minimum number of students: _____

Maximum number of students: _____

Class Fee: _____

Class Location: _____

Class Day(s): _____

Class Time: _____



PARKS & RECREATION DEPARTMENT INSTRUCTOR POLICY & GUIDELINES

1. Classes are considered made when a minimum of _____ participants have paid tuition. At such time the instructor is obligated to conduct the course. If the minimum has not been obtained by the first day of class, the INSTRUCTOR may have the option to conduct the course. If a class is cancelled, tuition collected will be refunded to the students and the INSTRUCTOR and DEPARTMENT will not be paid.
2. Classes are not to be extended or canceled without prior approval of PARKS & RECREATION DEPARTMENT. INSTRUCTOR absenteeism without notification will be grounds for immediate dismissal without pay and contract shall be voided.
3. The INSTRUCTOR shall be responsible for notifying students and PARKS & RECREATION DEPARTMENT of any changes in class schedule. This includes reserving specific park locations at which to carry out the program.
4. At the discretion of the PARKS & RECREATION DEPARTMENT, The INSTRUCTOR shall provide proof of current CPR/First Aid Certification to the PARKS & RECREATION DEPARTMENT.
5. The INSTRUCTOR shall keep accurate records of class attendance.
6. INSTRUCTOR is responsible for leaving facility as clean as it was found prior to class.
7. INSTRUCTOR is responsible for returning any equipment or keys checked out from PARD. If keys or equipment are not returned within a reasonable period, the INSTRUCTOR'S program will be cancelled, and the contract shall be void.
8. INSTRUCTOR is responsible for issuance and completion of city approved class waiver forms to all participants enrolled in each course/class. Said forms must be completed in full by all participants in a class/course prior to actual participation in a class/course.
9. Classes are subject to cancellation by the PARKS & RECREATION DEPARTMENT for building maintenance.

I have read and understand the above information and agree to all conditions.

INSTRUCTOR

NB PARD REPRESENTATIVE

Process for Indefinite Delivery Indefinite Quantity (IDIQ) and Task Order Award

A City wide process was developed to support the development and accessibility of professional services. The intent was to develop a list of authorized contractors that could support the many various project needs throughout the city.

Various professional services requested for support include, but not be limited to:

- Comprehensive Park Planning;
- Community Needs Assessments;
- Master planning services for redevelopment of publicly-owned property;
- Public Engagement and Facilitation;
- Market Studies;
- Real estate development;
- Cost estimation;
- Structural engineering analysis and/or design;
- Architectural study, planning and/or design;
- Environmental study, planning and/or design;
- Public/private financing;
- Economic Impact Assessments;
- Downtown land use planning;
- Project Management, value engineering and construction engineering inspection;
- Parking Analysis and Management in a downtown context; and
- Traffic study, planning and design
- Street and sidewalk design
- Drainage study and/or design
- Traffic signals, signs and markings study and/or design
- Construction Management
- Construction Inspection
- Landscape Architecture
- Bridge engineering study and/or design
- Geotechnical investigation, analysis, embankment and pavement design
- Surveying and mapping
- Municipal solid waste study, planning and/or design
- HVAC and air quality study, analysis and/or design
- Electrical and lighting study, analysis and/or design

