



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into September 5, 2023 by and between **Petersburg Tennis Academy, LLC**, a Limited Liability Company with a location at 310 Joshua Tree Drive, Martinez, Georgia 30907 (hereinafter the “Contractor”) and **Columbia County, Georgia** a political subdivision of the state of Georgia, (hereinafter the “County”).

WHEREAS, the County has identified a need to contract for a Tennis Contractor to conduct tennis lessons and camps at the Columbia County Racquet Center as the County shall approve (hereinafter “Services”) to be provided by an outside contractor.

WHEREAS, the Contractor desires to provide Services to tennis patrons of Columbia County and the County desires to engage Contractor for such purposes;

NOW THEREFORE, in consideration of the premise, the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Contractor and County hereby agree as follows:

1. **Term.** The term of this Agreement shall commence on September 1, 2023 and terminate on June 30, 2024, subject to Owner’s right to terminate this Agreement, if for any reason the Owner is dissatisfied with the Contractor’s performance. The Agreement shall renew for a term of one year, beginning at the end of the initial term, for a second term of one year, beginning at the end of the first renewal term, for a third term of one year, beginning at the end of the second renewal term, and for a fourth term, beginning at the end of the third renewal term. These renewals may be canceled by the County at any time prior to the beginning of the renewal term to which each applies.
2. **Compensation.** Contractor agrees to conduct clinics and camps at the Columbia County Racquet Center with Columbia County retaining twenty percent (20%) of revenue generated. Compensation will be in accordance with the Georgia Prompt Pay Act.
3. **Contractor Relationship.** In performance of services specified by the Contractor’s Proposal under this Agreement, the Contractor is acting as an independent contractor and not as an employee, partner or agent of the County. The Contractor shall have no power or authority to bind, represent or act on behalf of the County. As an independent contractor, the Contractor will be responsible for the payment of all taxes on the Contractor’s earnings under this Agreement and will not be subject to withholding of income, FICA, or Medicare taxes by the County. The Contractor shall have full responsibility for services provided in accordance with the Contractor’s Proposal.
4. **Indemnity. Indemnification/Duty to Defend.** During and after the term hereof, Contractor agrees to indemnify and save and hold harmless the County from any and all causes of action, claims, loss or damages, including reasonable attorney’s fees incurred in connection therewith, resulting to the County from any acts of the Contractor, its directors, officers, agents, or independent contractors in the performance of this Agreement. Upon written request by County, Contractor shall defend and provide legal representation for any claims arising out of this Agreement due to the actions or inactions of the Contractor or its employees or agents, by attorneys and other professionals approved by County. Notwithstanding the foregoing, County may, in its sole discretion, engage its own attorneys and other professionals to defend or assist them with respect to such matters, and, at the option of County, its attorneys shall control the resolution of such matters. Upon demand, Contractor shall pay or, in the sole and absolute discretion of the County, reimburse the County for the payment of reasonable fees and disbursements of attorneys and other professionals in connection therewith.
5. **Amendment of Agreement.** Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.
6. **Background Checks.**
 - a. **Child Abuse Background Check.** The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required criminal history and child abuse background checks on all family support staff providing direct services to participants and those who supervise them. Failure to do so many be deemed a material breach of this Contract and grounds for immediate



termination and denial of further work with the County.

- b. Criminal Background Check. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions and agrees that it will immediately notify the County of any such actions. During the term of such actions, the Contractor agrees that the County may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to the Contract, IN the event of the County's receipt of a report (verbal or written) of criminal or potentially criminal activity by a member of the Contractor's staff (including any of the contractor's subcontractors and their staff) that potentially threatens/endangers the life, health, or safety of any family support participants, the County may immediately require a temporary suspension of such member of the Contractor's staff (including any of the Contractor's subcontractors and their staff) pending an investigation into the report.
7. Assignment. This Agreement, or any interest therein, shall not be assignable by the Contractor to any other party without the prior written consent of the County.
8. Governing Law/Venue. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement, and concerned with work performed under this Agreement, will be governed by and construed under only Georgia law without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Georgia. The federal and state law courts having jurisdiction over Columbia County, Georgia shall have the exclusive jurisdiction for all matters arising from this Agreement. In consenting to jurisdiction, a representative must be named as registered agent in state of Georgia, who can be served in the event of legal action.
9. Non-Binding Future Commissions. In accordance with O.C.G.A. §36-30-3 and Columbia County Ordinance Sec. 1-2-15, which prohibits legally binding the County's future commissions, should the Commission vote to cancel this Agreement, County shall provide 45 (forty-five) days' notice to Contractor. County shall not be further obligated to the terms under this Agreement.
10. Insurance: Contractor shall not commence Work under this Agreement until he has obtained all the insurance required under this paragraph and such insurance has been approved by the County, nor shall Contractor allow anyone acting on their behalf to commence work pursuant to this Agreement until all similar insurance has been so obtained and approved from said person/entity.
 - a. Worker's Compensation Insurance: Contractor shall procure and shall maintain during the life of this Agreement Workers Compensation Insurance for all of his employees to be engaged in work on this Agreement.
 - b. Public Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement such Public Liability and Property Damage Insurance and Automobile Liability Insurance as shall protect him and anyone working on his behalf from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Agreement, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be as follows:
 - i. Public Liability and Property Damage Liability Insurance. Contractor shall carry, with respect to the operations he performs, regular Contractor's Public Liability Insurance providing for a limit of not less than one million dollars (\$1,000,000) for all damage arising out of bodily injuries to or death of one person, and subject to that limit for each person a total of two million dollars (\$2,000,000) for all damage arising out of bodily injuries to or death of two or more persons in any one accident and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of two million dollars (\$2,000,000) for all damages arising out of injury to or destruction of property during the Policy period. If any part of the work is sublet, similar insurance, in the same amounts as required of the General Contractor shall be provided by or in behalf of the subcontractor to cover their operation.
 - ii. Automobile Liability Insurance (owned, non-owned, hired). (a) Bodily injury in an amount not less than one million dollars (\$1,000,000) including accidental death to any one person and



subject to the same limit for each person, in an amount not less than two million dollars (\$2,000,000) on account of one accident. (b) Property damage in an aggregate amount up to two million dollars (\$2,000,000) per accident during the Policy Period.

iii. General Liability and Automobile Liability. (a) Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Contractor's insurance and shall not contribute with it; (b) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County; (c) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided; (d) Coverage shall be provided on a "Pay on Behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

c. Proof of Carriage of Insurance: Contractor shall furnish the County with a certificate showing satisfactory proof of carriage of the insurance required. Contractor shall likewise furnish County with a certified endorsement(s) indicating that the County is an additional insured under all relevant policies and showing that said policies may not be modified or cancelled without thirty (30) days written notice to County. All of the insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the Agreement is satisfactorily completed as evidenced by the formal acceptance by County. Should such insurance be canceled before such completion of the Agreement, Contractor shall suspend all work or operations until such time as Contractor shall provide another policy or policies of insurance of equivalent coverage or effect. The certificate holder should read: Columbia County, GA, Attn: Procurement, P O Box 498, Evans, GA 30809.

11. This Agreement and all other Contract Documents supersede all previous agreements between the County and Contractor concerning the performance of the Services.

This Agreement is an important legal document. Prior to accepting these terms and agreements you should have fully reviewed and understood its contents. You may consult with your attorney before accepting terms and agreements.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of September 5, 2023.

COLUMBIA COUNTY, GEORGIA

PETERSBURG TENNIS ACADEMY, LLC

By: Douglas R. Duncan, Jr., Chairman
Columbia County Board of Commissioners

Brian Blount, Director
Petersburg Tennis Academy, LLC

ATTEST

By: Patrice Crawley, County Clerk
Columbia County Board of Commissioners

Date



EXHIBIT “A”

The racquet center will host Petersburg Tennis Academy weekly throughout the year for individual or group lessons on a predetermined schedule. The tennis lessons will not conflict with any other leagues, open play, tournaments or rentals held at the Columbia County Racquet Center.

The tennis camps will take place throughout the year in conjunction with school breaks to offer kids/adults tennis camps at the Columbia County Racquet Center.