

AGREEMENT FOR SERVICES

THIS AGREEMENT is made by and between the **City of Lockhart**, hereinafter “City” and **Skyhawks Sports Academy**, hereinafter “Service Provider”, jointly referred to as “Parties”.

IN CONSIDERATION of the terms and conditions contained herein the Parties covenant and agree as follows:

1. **Work to Be Performed.** The Service Provider will provide all labor, services, equipment, and material to satisfactorily complete the Scope of Services, example attached hereto as Exhibit “A”. Camp shall be held at mainly at the Lockhart City Park, as well as the Lockhart Swimming Pool. Scheduling of such facilities shall be coordinated with the Lockhart Parks & Recreation Department.

A. **Administration.** The Parks & Recreation Director or his/her designee shall administer and be the primary contact for the Service Provider. Prior to commencement of services, Service Provider shall contact the Parks & Recreation Director or his/her designee to review the Scope of Work, schedule, and date of completion. Upon notice from the Parks & Recreation Director or his/her designee, Service Provider shall commence work, perform the requested tasks in the Scope of Work, or stop work and promptly cure any failure in performance under this Agreement.

B. **Representations.** The City has relied upon the qualifications of the Service Provider in entering into this Agreement. By execution of this Agreement, Service Provider represents it possesses the materials, equipment, experience, ability, skill and resources necessary to perform the work and is familiar with all current laws, rules and regulations which reasonably relate to the Scope of Work. No substitutions of personnel shall be made without the written consent of the City.

C. **Modifications.** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Service Provider will accept modifications when ordered in writing by the Parks & Recreation Director or his/her designee. The Service Provider shall make such revisions in the work as are necessary to correct errors or omissions appearing therein when required to do so by the City without additional compensation.

D. **Performance.** The City has expectations that the Service Provider will comply with all City stated performance standards including; maintaining a one staff to every ten participant’s ratio, and no staff ever being left one on one with a child. Failure to comply with this standard can result in termination of contract.

2. **Term of Agreement.** This Agreement shall be in full force and effective upon execution of this Agreement and shall remain in effect until completion of all Agreement requirements, or termination of this Agreement, whichever occurs first.

Either party may terminate this Agreement by providing ten (10) days written notice to the other party. In the event of such termination, the Service Provider shall retain the agreed upon percentage of registration fees for all work previously authorized and satisfactorily performed prior to the termination date.

3. **Compensation.** Service Provider will collect and retain 80% of registration fees as full compensation for everything done under this Agreement.

The Service Provider agrees to pay the City 20% of collected registration fees, as full compensation for everything done under this Agreement. Should the Scope of Work be adjusted to add or delete work, the parties shall meet and negotiate a new fee for said services.

4. **Payment.** The Service Provider shall maintain registration financial records and provide such records to the City at the completion of all required services. These financial records shall indicate all registration fees collected by Service Provider and include the amount to be retained by the Service Provider and the amount to be paid to the City.

The City shall be paid in a lump sum upon completion of all required services.

5. **Notice.** Notice shall be given in writing as follows:

TO THE CITY:

Travis Hughes
Director of Parks & Recreation
PO Box 239
Lockhart, TX 78644

TO THE SERVICE PROVIDER:

Ally Reid
Franchise Owner
Skyhawks Sports San Antonio
5887 Kendall Prairie
San Antonio, TX 78244

6. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable Federal, State, Local laws, ordinances, and regulations.

7. **Relationship of the Parties.** It is understood, agreed and declared that the Service Provider shall be an independent contractor and not the agent or employee of the City, that the City is interested in only the results to be achieved and that the right to control the particular manner, method and means in which the services are performed is solely within the discretion of the Service Provider. Any and all employees who provide services to the City under this Agreement shall be deemed employees solely of the Service Provider. The Service Provider shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto.

8. **Ownership of Documents.** All drawings, plans, specifications, and other related documents prepared by the Service Provider under this Agreement are and shall be the property of the City.

9. **Records.** The City or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all of the Service Provider's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.

10. **Insurance.** Prior to the commencement of the Scope of Services, the Service Provider shall provide the City with a Certificate of Insurance confirming liability insurance in the event of a loss, damage, or personal injury for its actions, conduct, and performance as set forth in this Agreement. Service Provider shall maintain in force during the full term of this Agreement such liability insurance policy in the amount of one million dollars (\$1,000,000) and at its own expense.

11. **Indemnification and Hold Harmless.** Each party shall indemnify and hold the other, its officers, employees, agents and volunteers harmless from and against any and all claims, demands, orders, decrees or

judgments for injuries, death or damage to any person or property arising or resulting from any act or omission on the part of said party or its agents, employees or volunteers in the performance of this Agreement.

12. **Waiver.** No officer, employee, agent or other individual acting on behalf of either party has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver in one instance shall be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

13. **Assignment and Delegation.** Neither party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other party.

14. **Subcontracts.** Except as otherwise provided herein, the Service Provider shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining written approval from the City.

15. **Confidentiality.** Service Provider may from time to time receive information which is deemed by the City to be confidential. Service Provider shall not disclose such information without the express consent of the City or upon order of a Court of competent jurisdiction.

16. **Jurisdiction and Venue.** This Agreement is entered into in Caldwell County, Lockhart, Texas.

17. **Cost and Attorney's Fees.** In the event a lawsuit is brought with respect to this Agreement, the prevailing party shall be awarded its costs and attorney's fees in the amount to be determined by the Court as reasonable. Unless provided otherwise by statute, Service Provider's attorney fees payable by the City shall not exceed the total sum amount paid under this Agreement.

18. **Entire Agreement.** This written Agreement constitutes the entire and complete Agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified or altered except in writing signed by the Parties hereto.

19. **Anti-kickback.** No officer or employee of the City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from any person with an interest in this Agreement.

20. **Business License.** Service Provider shall, prior to performance of any work under this Agreement conducted inside city limits, apply for and obtain from the City a business license, as applicable.

21. **Criminal Background Check.** The Service Provider does hereby give the City or an independent investigating agency authorization to conduct a thorough investigation of the Service Provider and its employees professional and personal background, including credit, criminal, and driving. The Service Provider shall be responsible for the cost of any such background check. Prior to performance the City shall have on file a complete background check.

**Exhibit “A”
Scope of Work**

SKYHAWKS SPORTS ACADEMY, INC.

Skyhawks Sports Academy, Inc. provides a wide variety of fun, safe and positive programs that emphasize critical lessons in sports and life, such as teamwork, respect, and sportsmanship. Skyhawks Sports Academy, Inc. programs are designed to give each child a positive introduction into sports while fostering a lifelong love for an active, healthy lifestyle. Their patient and knowledgeable staff use a variety of skill-building games and activities to give each athlete a complete understanding and overview of the sport. Since 1979 Skyhawks Sports Academy, Inc. has taught over one million boys and girls life lessons through sports.