

Independent Contractor Agreement

(Revised 10.27.15)

Whereas, the Baltimore County Department of Recreation and Parks has authorized the Lutherville Timonium Recreation Council to provide athletic, recreational, cultural, and educational programs within certain defined geographical boundaries of Baltimore County, Maryland for both adults and youth, and,

Whereas, the Lutherville Timonium Recreation Council relies on adult volunteers to oversee and provide expertise for myriad of activities, and

Whereas, it becomes necessary on occasion to engage the services of an independent contractor to provide a higher level of expertise for a specific program,

On this _____ day of _____ in the year _____,

_____ (Program Name),

which is an approved program/activity of the **Lutherville Timonium Recreation Council**, hereafter referred to as "LTRC", located at 121 E. Ridgely Road, Lutherville, MD 21093, agrees to establish a working relationship with (Contractor's Name) _____,

hereafter referred to as "Contractor", located at _____

who will provide (activity description) _____

To facilitate the partnership with the Contractor, the LTRC Program/Activity will:

1. Request suitable facilities for the Program in accordance with the permitting process of the Baltimore County Department of Recreation & Parks.
2. Request staff as needed and/or required to support the program from Baltimore County Department of Recreation and Parks. The cost of said staff to be paid by the Program and/or Contractor.
3. Through the LTRC website make available to the Contractor current policies and procedures.

LTRC will not be liable for the closure of any facility used by the Program by Baltimore County government and/or Baltimore County Public Schools due to any circumstances beyond the control of LTRC including, but not limited to, emergency, adverse weather, renovation, construction, or scheduling conflict. LTRC will make a good faith effort to acquire an alternative venue for the Program due to a long term closure of a facility.

Initials: Contractor _____ LTRC _____

Contractor agrees to:

1. Comply with all policies, procedures, and regulations of LTRC, Baltimore County, and Baltimore County Public Schools as they exist at the time of the execution of this agreement, or may be amended in the future.
2. Maintain sufficient revenue in the LTRC banking institution for the Program to cover all related expenses.
3. Provide sufficient staff in the administration of the Program who have the requisite knowledge, skills, and abilities to provide age appropriate instruction to the participants.
4. Comply with all local, state, and federal tax requirements as well as all state and local insurance regulations for their staff members.
5. Conduct a criminal background check in accordance with the provisions of Baltimore County on all persons engaged with youth during the course of the Program prior to the commencement of the program.
6. Immediately remove any staff member from the Program at the direction of LTRC or Baltimore County, with or without cause. Reinstatement requires approval of LTRC.
7. Provide a certificate of liability insurance which names Baltimore County, Maryland and LTRC as additional insured parties, at, or above, the minimum levels set by Baltimore County.
8. Submit an invoice for payment of staff time to include, at a minimum, the names, dates and hours worked, and hourly rate of compensation for persons being paid.
9. Release and forever discharge LTRC and Baltimore County, Maryland, and their respective officers, directors, employees, volunteers, agents, successors and assigns from and against any and all causes of action, damages, claims, demands, obligations, losses, costs, expenses, including reasonable attorneys' fees, and liabilities of any nature whatsoever, whether known or unknown which the Contractor has or may have in the future, that arise out of, directly or indirectly, or are related to the performance of this agreement.
10. Defend, indemnify and hold harmless LTRC and Baltimore County, Maryland from and against any and all losses arising from or relating to, directly or indirectly, (i) any Program event; (ii) any negligent act or omission or misconduct of the Contractor, its employees, members or agents; (iii) the violation by the Contractor of any governmental laws, rules, or regulations; or (vi) a breach of this agreement or any representations or warranties in this agreement by the Contractor.

TERM, RENEWAL, TERMINATION, MODIFICATION

1. This agreement will be effective for a period of one (1) year from the time of signing unless terminated by either party with at least thirty (30) days written notice.
2. This agreement will automatically renew for an additional one (1) year period unless terminated by either party with at least thirty (30) days written notice.
3. This agreement may be terminated immediately for any material or significant breach of its provisions by either party with written notice.
4. Modification to the agreement will be in writing by mutual consent of both parties.

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Maryland.

By signing this agreement, the parties attest and affirm that they are authorized to enter into this agreement on behalf of their respective organization, and furthermore, they have read, understand, and agree with the provisions contained therein.

Initials: Contractor _____ LTRC _____

On behalf of:

(Program)

(Contractor)

(Signature)

(Signature)

(Name printed)

(Name printed)

(Title)

(Title)

(Date)

(Date)

On behalf of the LTRC Board of Directors:

REVIEWED: _____

DATE: _____

(Printed Name & Title)

Initials: Contractor _____ LTRC _____