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## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made and entered into by and between the **Centre Region Council of Governments (“COG”)**, a council of governments organized under Pennsylvania law, with offices located at **2040 Sandy Drive, Suite A, State College, Pennsylvania 16803**, and the following independent contractor (the “Contractor”). Services performed under this Agreement are intended to support programs and operations administered by Centre Region Parks and Recreation (CRPR).

Contractor Name (full legal name): \_\_\_\_\_

Business Name (if applicable): \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Website (if applicable): \_\_\_\_\_

Contractor Tax Status:  Individual  LLC  Corporation

Check Payable To: \_\_\_\_\_  Individual  Company

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### 1. Definitions

For the purpose of this Agreement:

- **“COG”** refers to the **Centre Region Council of Governments**, a council of governments organized under Pennsylvania law, with offices located at 2040 Sandy Drive, Suite A, State College, Pennsylvania 16803.
- The COG serves as the contracting entity for this Agreement.
- CRPR Staff, as employees of the COG, administer and oversee contracts on behalf of the COG, including program coordination, compliance, and payment processing.
- All rights and obligations under this Agreement are between the Contractor and the COG.
- **“High-Risk Activities”** are programs or services that involve vigorous physical activity; use of specialized equipment or environments; require specialized certifications; or otherwise present an elevated potential for injury or liability exposure. Examples include, but are not limited to, aquatics, contact sports, climbing or bouldering, martial arts, fitness boot camps, travel or overnight programs, and activities involving minors

## 2. Scope of Services

The Contractor agrees to provide instructional or professional services as detailed in **Appendix A (Program Scope)**. All services shall be performed by the Contractor or by individuals pre-approved in writing by the COG. Contract administration, coordination, and payment processing shall be handled by Centre Region Parks and Recreation (CRPR) staff on behalf of the COG.

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## 3. Compensation and Revenue Sharing

Compensation will be identified in Appendix A. A *mutually agreed-upon minimum enrollment* will be defined in Appendix A. If enrollment does not meet this threshold, the COG reserves the right to cancel the program, in consultation with the Contractor. In such case, no compensation shall be due to the Contractor unless otherwise approved in writing by the COG.

Payment will be processed within thirty (30) days after the program concludes and all required documentation from the Contractor (such as program summary and invoice) has been submitted.

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## 4. Independent Contractor Status

The Contractor is an **independent contractor** and not an employee of CRPR. As such, the Contractor is solely responsible for the following:

- All tax obligations (federal, state, local)
- Insurance (health, workers' compensation, liability)
- Equipment or materials required for service delivery

A completed **IRS Form W-9** must be submitted prior to program start. CRPR will issue an **IRS Form 1099** if cumulative annual compensation meets or exceeds \$600.

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## 5. Insurance and Indemnification

### A. Insurance

Contractor shall maintain the following insurance:

- **Commercial General Liability Insurance** with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
  - Professional Liability Insurance (Errors and Omissions), if applicable to the nature of the services provided.
- Worker's Compensation
  - The Contractor must provide Worker's Compensation coverage for themselves, and their employees or fellow providers.

The Centre Region Council of Governments (COG) shall be named as Additional Insureds under the Contractor's General Liability policy. Proof of insurance, in the form of a Valid Certificate of Insurance, must be submitted prior to the start of the program and remain in effect for the entire term of this Agreement.

The Contractor acknowledges that it is not covered under the COG's insurance policies available through the COG and must maintain its own insurance coverage and worker's compensation insurance throughout the duration of this Agreement. The Contractor acknowledges that the COG does not provide health, disability, unemployment, or any other insurance coverage to the Contractor or its staff. It is the sole responsibility of the Contractor to obtain and maintain such coverage. Insurance coverage will be discussed upon request.

The COG reserves the right to review and adjust required insurance limits based on the scope, duration, and risk level of the program.

## **B. Indemnification**

The Contractor shall indemnify, defend, and hold harmless the Centre Region Council of Governments and their respective elected and appointed officials, officers, agents, representatives, volunteers, and employees (collectively, the "Indemnitees") from and against any and all claims, demands, suits, liabilities, damages, losses, judgments, and expenses, including reasonable attorney's fees and court costs, arising out of or resulting from:

- Any negligent act, error, or omission of the Contractor or its employees, agents, or subcontractors in the performance of services under this Agreement;
- Bodily injury, death, or property damage sustained by any person or entity in connection with or as a result of the Contractor's services;
- Any violation of law, ordinance, regulation, or code by the Contractor or its staff during program operations; or
- Any failure by the Contractor to obtain or maintain insurance or required clearances as specified herein.

The Contractor's duty to indemnify and defend the Indemnitees shall apply regardless of the existence or availability of insurance coverage or limits required under this Agreement and shall not be limited in any way by the Contractor's insurance obligations or the availability of insurance proceeds.

This indemnification obligation shall survive the termination or expiration of this Agreement.

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## **6. Certifications and Safety Requirements**

The Contractor must maintain valid and current professional certifications relevant to the program (e.g., CPR/First Aid, SCUBA Instruction, Lifeguard Certification, etc.). Proof of certification must be provided to the CRPR Staff before services begin.

### **High-Risk Activities**

For purposes of this Agreement, "high-risk activities" are defined as programs that involve vigorous physical activity; use of specialized equipment or environments; require specialized certifications; or otherwise present an elevated potential for injury or liability exposure. Examples

include, but are not limited to, aquatic programs, contact sports, climbing activities, martial arts, fitness boot camps, scuba, archery and outdoor adventure programs.

For all high-risk activities, the Contractor shall ensure that each participant:

- Completes the Centre Region Parks and Recreation required **liability waiver** and any other forms that may be required prior to participation; and

CRPR Staff will supply the approved forms and determine the medical conditions or activity types that require physician clearance. The Contractor must always follow all applicable safety standards and emergency protocols.

The Contractor shall promptly report to CRPR Staff all accidents, injuries, incidents of misconduct, or property damage occurring during a program in connection with or during the delivery of any program or service under this Agreement. The Contractor shall also communicate potential risks to participants.

The Contractor shall also cooperate fully with CRPR Staff in providing follow-up information or documentation necessary for insurance, legal, or administrative purposes.

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## 7. Facility Use and Equipment Responsibility

CRPR Staff will provide access to facilities and staff support (e.g., lifeguards) as outlined in Appendix A. The Contractor is responsible for:

- Ensuring that all program-specific equipment and materials—whether provided by the Contractor or the COG—are used appropriately, maintained in good condition, and returned or stored as directed;
- Restoring all areas used for the program to their original condition after each session, including removal of equipment, supplies, waste, and personal items; and
- Complying with all facility rules and procedures, including building access, parking, and safety requirements.

If a facility key, access card, or security code is issued to the Contractor, it is provided solely for program-related purposes and must not be duplicated, shared, or used outside of approved program hours.

All issued keys or access devices must be returned immediately upon request or upon termination of this Agreement.

The Contractor shall be responsible for any costs incurred due to lost keys, security breaches, or failure to return issued items.

## 8. Program Administration and Responsibilities

The CRPR Staff will oversee registration, refunds, and participant communication unless otherwise stated in Appendix A.

The Contractor is responsible for program delivery and conduct, within the parameters and outcomes agreed upon in this Agreement.

The Contractor shall:

- Arrive early to prepare for each class
- Communicate cancellations or changes promptly to CRPR staff
- Submit program summaries, attendance records, and incident or accident reports as required, following the reporting procedures established by the COG. All reports shall be submitted to the CRPR Supervisor.

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## 9. Program Monitoring and Evaluation

The COG reserves the right to observe program delivery, review participant feedback, and evaluate performance at any time during the contract period.

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## 10. Cancellations

The COG reserves the right to cancel or postpone programs due to: Low enrollment, as defined in Appendix A;

- Unsafe conditions, including severe weather or facility related hazards
- Facility scheduling conflicts or public health concerns
- The Contractor's failure to meet contractual obligations

If a program is canceled **before any sessions occur**, no compensation shall be due to the Contractor. If a program is partially completed, the COG may authorize pro-rated compensation based on documented services rendered, as outlined in Appendix A.

If the Contractor must cancel a scheduled session, they shall notify CRPR Staff immediately and make reasonable efforts to:

- Provide a qualified substitute instructor approved by CRPR Staff; or
- Offer a mutually agreed-upon make-up session at no additional cost to the COG or participants.

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## 11. Terms and Termination

This Agreement is effective upon signature and shall remain in effect through the duration of the program(s) listed in **Appendix A** and any additional mutually agreed-upon program dates or sessions documented in **Appendix B** during the term of this Agreement. Additional programs shall be incorporated through a signed Addendum (Appendix B) without requiring re-execution of the full Agreement.

Either party may terminate this Agreement, in whole or in part, with at least thirty (30) days' written notice. The COG may terminate immediately for cause if the Contractor fails to perform or presents a safety or liability concern.

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## **12. Entire Agreement**

This Agreement, including Appendix A, constitutes the full understanding between both parties. No changes shall be valid unless made in writing and signed by both parties.

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## **13. Clearances for Working with Minors (If Applicable)**

If the Contractor or any subcontractor will have direct contact with minors during the course of their services, the Contractor shall be in compliance with the ***Pennsylvania's Child Protective Services Law*** (Act 153 of 2014). Prior to commencing any services under this Agreement, the Contractor shall obtain and submit to the COG legible copies of the following clearances:

- PA State Police Criminal Background Check
- PA Child Abuse History Clearance
- FBI Fingerprint-Based Criminal Background Check, unless eligible to submit a ten-year PA residency affidavit (the COG will provide affidavit template, if applicable)

Clearances must be no older than 5 years as of the date of submission and must remain valid throughout the term of this Agreement.

The COG reserves the right, in its sole discretion, to require a new clearance if it determines the prior clearance does not meet the full scope, role, or risk requirements of this Agreement, or if it is about to expire.

### **Contractors are responsible for:**

- Obtaining and paying for these clearances
- Providing legible copies to the COG prior to any program involving minors, ensuring that any assistants, subcontractors, or other personnel with direct contact with minors also satisfy these requirements.

For purposes of this section, "direct contact with minors" means that the individual provides care, supervision, guidance or control of children or has routine interaction with children.

The COG reserves the right to prohibit any person from working with minors if clearances are missing, expired, or indicate disqualifying offenses.

### **Mandated Reporting Requirements:**

Any Contractor, subcontractor, or other engaged person who has direct contact with minors must comply with Pennsylvania's Child Protective Services Law, including the legal obligation to report suspected child abuse or neglect. Reports must be made immediately by telephone to ChildLine

at **1-800-932-0313**, followed by a written report within **48 hours** using the forms prescribed by the Department of Human Services.

I acknowledge that I have read and understand the Mandated Reporter requirements as described above:

Contractor Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**14. Addenda**

The Parties may add additional program dates, sessions, or services under this Agreement by executing a written Addendum (in the form attached as Appendix B) signed by both parties. Each Addendum shall reference this Agreement, specify the additional program details, and be attached to and incorporated into this Agreement. An Addendum may be executed by physical signature or by mutually agreed electronic means.

**15. Photo/Video Use (optional)**

The COG obtains participant consent for photography/video through its registration process. The Contractor may not photograph, record, or use participant images.

**16. Non-Solicitation / Conflict of Interest**

During the term of this Agreement and for six (6) months following its conclusion, the Contractor shall not solicit the participants for competing services substantially similar to the program(s) provided under this Agreement within the Centre Region service area, unless authorized in writing by the COG.

**SIGNATURES**

By signing below, both parties acknowledge that they have read, understand, and agree to the terms and conditions outlined in this Agreement and its Appendix. The Contractor affirms that all information provided is accurate and agrees to comply with all COG program guidelines and requirements referenced herein.

**COG Representative**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Contractor**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Appendix A – Program Scope and Payment Terms

Appendix B – Addendum to Independent Contractor Agreement - **signature required**

## APPENDIX A

### Program Scope and Payment Terms

Item	Description
<b>Program Title</b> (e.g., Adult SCUBA Training)	
<b>Program Description</b> (1-3 sentences)	
<b>Location</b> (Facility name and address)	
<b>Program Dates</b> (Start – End Dates)	
<b>Days/Times</b> (e.g., Sundays, 10:00 AM – 12:00 PM)	
<b>Minimum Participants</b> (e.g., 5)	
<b>Maximum Participants</b> (e.g., 10)	
<b>Cost Model Selected &amp; Compensation Terms</b> (e.g., \$300 per participant OR 70/30 revenue split)	<input type="checkbox"/> Flat Fee <input type="checkbox"/> Per Participant <input type="checkbox"/> Revenue Share <hr/>
<b>Services Provided by the COG</b> (e.g., pool time, lifeguards, registration)	
<b>Services Provided by Contractor</b> (e.g., instruction, equipment, certifications)	
<b>Payment Instructions</b> (e.g., submit invoice to Program Manager within 5 days of final session)	
<b>Additional Notes</b> (Any special conditions, blackout dates, etc.)	

## APPENDIX B

### Addendum to Independent Contractor Agreement

This Addendum is made on \_\_\_\_\_, \_\_\_\_\_ between the COG and \_\_\_\_\_ pursuant to the Independent Contractor Agreement dated \_\_\_\_\_ (original agreement date).

The Parties agree to add the following program(s) under the terms of the Agreement:

- Program Name:
- Location:
- Dates:
- Times:
- Compensation:
- Other:

All other terms and conditions of the original Agreement remain unchanged.

#### COG Representative

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### Contractor

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_