

ROUTE SLIP FOR CONTRACTS, AGREEMENTS, AND MOU'S

FOR PURCHASING USE ONLY



Tracking #

Contract #

Actual BOC Date:

FOR USE BY THE USER DEPARTMENT

Department: Recreation & Maintenance Contact Name & Extension: April Green ext 7240

Project Title and Brief Summary: African Drumming and Percussions Class at Johnson Park

Term of Contract and/or Project: 1/1/17 - 12/31/17 with 2 - 1 year options to renew

Vendor Name: Joyful Soundz Contact: Sylvia Smith

Address/Phone #: 1259 Byewood Ln. Atlanta, GA. 30310

(678) 851-4512

Contract \$ 70/30 split Funding Source and Account #: 100 6120 523850 61

Priority: NEXTBOCMTG/30/60/90 (Circle One) Comments/Justify NEXTBOCMTG:

Director/Elected Official Signature: Sue Sanders Date: 10/26/16

FOR USE BY PURCHASING AND CONTRACTING DIVISION OF FINANCE

Date and Time Received: 10/26/16 Date and Time Out: 10/31/16

ITB RFP Agreement/Contract Change Order No GSA/SWC
Approved Sole Source Other (specify):

Projected BOC Meeting Date:

Comments/Notes:

Procurement Officer Signature: Julia Malone

FOR USE BY THE DIRECTOR OF FINANCE

Date and Time Received: 10-31-16 Date and Time Out: 11-3-16

Funding Source: GF Budget Amount: \$1500

Finance Director Signature: R. Miller Revenue \$2,000

FOR USE BY THE COUNTY ATTORNEY

Date and Time Received: 10/31/16

Returned to Purchasing with comments Date and Time Out:

Comments:

Received from reroute (if applicable): Date and Time In:
Approved as to form and Returned to Purchasing Date and Time Out: 11/1/16

County Attorney Signature:

FOR USE BY THE CHIEF OF STAFF

Date and Time Received: 11/8/16 Date and Time Out:

Approved for Agenda Placement and Forwarded to County Clerk Agenda Date:

Comments/Notes:

Chief of Staff Signature: Donald Sanders

2016-380



Rockdale County Board of Commissioners

Priority:  
RUSH/30/60/90

### Agenda Item Summary: Item #

MEETING DATE:

**Requesting Department**  
Recreation and Maintenance / Recreation

**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Approve contract with Joyful Soundz to provide African Drumming and Percussions classes at the Johnson Park Recreation Center.

**Requirement for Board Action** *(Cite specific Board policy, statute or code requirement)*

Board Approval

**Is this Item Goal Related?** *(If yes, describe how this action meets the specific Board of Commissioners Focus Area or Goal)*

Yes  No **Customer Service**

**Summary & Background**

*(First sentence includes Department recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Recreation and Maintenance recommends the approval of this contract. This person has submitted the qualified instructor packet to Finance and completed the process.

**Fiscal Impact / Funding Source**

*(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)*

70/30 split from registration fees. Acct # 100 6120 523850 61. Amount budgeted for program: \$1,500

**Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

**Source of Additional Information**

*(Type Name, Title, Department and Phone)*

April Green, Recreation Superintendent (770)278-7240

#### Department Head/Director's Approval

Chief of Staff  
Approval

Typed Name and Title

Sue Sanders, Director Recreation and Maintenance

Phone

770-278-7223

Signature

*Sue Sanders*

Date

*10/26/14*

**AGREEMENT FOR PROVIDING CONTRACTED SERVICES**

This Agreement entered into on \_\_\_\_\_, 2016 between ROCKDALE COUNTY, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as the "County", and SYLVIA J. SMITH DBA JOYFUL SOUNDZ, whose address is 1259 Byewood Lane, Atlanta, GA 30310, hereinafter referred to as "Contractor".

WHEREAS, the County desires to engage the services of Contractor to provide **African Drumming and Percussions Class at Johnson Park** in conjunction with Rockdale County's Department of Recreation and Maintenance; and

WHEREAS, Contractor is qualified to perform this service and desires to render this service to the County as provided herein.

NOW THEREFORE, the County engages the services of Contractor for and in consideration of the mutual promises contained in this Agreement and the parties agree as follows:

1.

Contractor shall serve as an instructor for the **African Drumming and Percussions Class** for Rockdale County. Contractor shall perform said **African Drumming and Percussions Class** services within the parameters established by Rockdale County Department of Recreation and Maintenance.

2.

The fees paid by participants in the **African Drumming and Percussions Class** in which the Contractor provides the instruction shall be paid to the County. The County shall pay the Contractor a sum equal to **70%** of registration fees paid by participants enrolled in the **African Drumming and Percussions Class**. Instructor shall verify monthly attendance roster and submit any payment discrepancies within sixty (60) days from payment date. Payments will be made according to the accounts payable schedule maintained by the Finance Department. The Contractor and the Program Coordinator will establish a fee schedule for the program offered in conjunction with the **African Drumming and Percussions Class** for the County.

3.

The Contractor is responsible for paying transportation expenses in connection with the services performed under this Agreement.

4.

All services rendered hereunder will be performed by the Contractor or their employees or subcontractors. All personnel engaged in work by the Contractor shall be firmly qualified and shall be authorized and permitted under applicable state and local laws to perform such services as shall the Contractor. Services governed by this Agreement shall not be transferred, assigned or subcontracted by the Contractor without prior written consent of the County.

5.

Contractor acknowledges that they will be working as a contractor of the County and that said relationship between Contractor and the County can be severed at any time. Contractor acknowledges that they are an independent contractor with the County and consequently Contractor shall be responsible for the procurement of their own health, liability and worker's compensation insurance policies while working as a contractor.

In addition, Contractor shall be responsible for contributing payments for, as provided by law, all FICA, withholding and all other taxes, to the proper agencies of the United States and State of Georgia in connection with the compensation provided by the County in conjunction with the services rendered pursuant to the terms and conditions of this Agreement.

6.

In the event either party elects to terminate this Agreement for whatever reason deemed appropriate, the party terminating this Agreement shall provide thirty (30) days written notice to the other party of the termination. Upon such termination, Contractor shall be entitled to collect only the outstanding fees incurred based upon the work completed as of the day of termination. In the event of termination, Contractor shall submit a final billing through the date of termination and if accepted by the County, payment shall be made within thirty (30) days of receipt thereof.

7.

This Agreement is effective **January 1, 2017** and shall continue until **December 31, 2017** unless terminated as provided in Section 6 of this Agreement. This contract has the option to renew for two (2) twelve month periods, renewable each year.

8.

This Agreement shall be construed and interpreted according to the provisions of the laws of the State of Georgia.

9.

In addition to its agreement to obtain and maintain insurance as set forth herein, the Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees, from any and all claims against the County, its officers, agents and employees, which arise out of any act or omission of the Contractor or any of the Contractor’s officers, agents and/or employees, and any and all claims which result from any condition created or maintained by the Contractor or anyone employed by the Contractor or any of their officers, agents or employees, which condition does not specify to be created or maintained by this Agreement.

This Agreement shall and does encompass the entire understanding between the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

SYLVIA J. SMITH DBA  
JOYFUL SOUNDZ

ROCKDALE COUNTY, GEORGIA  
BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Sylvia J. Smith

By: \_\_\_\_\_  
Richard Oden, Chairman

Attest:

By: \_\_\_\_\_  
Jennifer O. Rutledge, County Clerk

Approved as to form:

By: \_\_\_\_\_  
M. Qader A. Baig, County Attorney



## Course Description and Deliverables

	<b>Course Title:</b>	<b>World Percussions</b>
	<b>Instructor:</b>	<b>Coach S. JoY Smith</b>
	<b>Partner Entity:</b>	<b>Rockdale Recreation Centers</b>
	<b>Year/ Season:</b>	<b>Fall 2016</b>
	<b>Ages:</b>	<b>(Youth) 5 to 12yrs. And (Adult) 13yrs.&amp; older</b>

<b>Course Description:</b>	<p>The course utilizes and explores traditional rhythmic motives derived from various cultural and ethnic backgrounds that are extremely rich in percussive music. It utilizes the concept of poly-rhythmic and rhythm stacking of West African, Latin (particularly Afro-Cuban), and Caribbean drumming. Selected rhythms will be discussed, taught, and practice through the use on hand and sound drills on authentic percussion instruments. Students will begin learning/playing the basic rhythms on hand and/or stick drums and accompanying percussive instruments of varying styles and ethnic backgrounds. The rhythmic content will progress from easy to medium level. Style and ethnicity will change at the beginning of each month between West African, Latin, and Caribbean.</p>
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<b>Course Objective:</b>	<p><b>Discussion:</b> Students will demonstrate knowledge of each rhythm history and origin, and when it is usually played</p> <p><b>Playing:</b> Students will learn to play on their instruments alone and with others. Students will learn to play in an ensemble using poly-rhythmic patterns (one to two persons per part). Students will demonstrate proper playing technique per instruments.</p> <p><b>Improvisation &amp; Composition:</b> Students will improvise variations on selected rhythms. Students will stylistically appropriate music for multiple instruments using a fusion of the studied variety of ethnic rhythms demonstration knowledge of traditional and non-traditional uses of sounds sources(tones, rhythmic feel/motive, and connectivity).</p>
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Expectations:	<p>Students are expected to retain the learned percussive rhythmic sounds, technique, and skill taught during each class session. Basic hand and/or stick drumming and auxiliary technique will be utilized in creating an "In class percussion ensemble." Students are expected to participate during class. Students are expected to bring their own percussion instruments or request the use of one at registration. Students will know the name and function of each instrument and may switch instruments in order to build skill level on each instrument. Students are expected to take notes for the sole purpose of reviewing acquired learned materials which will only be presented during scheduled class times..</p>
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Prudent Information:	
Private Instruction:	<p>Private lessons are available to all upon scheduling as the student/teacher schedule allows. Group session students receive a discounted rate for private lessons. All lessons are held 30 to 50 minutes in length depending on the age of the student(s).</p>
Fall Classes Availability:	<p>Mondays thru Thursdays: 10:00 a.m. to 10:50 a.m. and 7:00 p.m. to 7:50 p.m. to 12:30 p.m. &amp; 1:00 p.m. to 1:50 p.m.</p>
Class Size	<p>Minimum of 7 registered participants per class session. Maximum of 20 registered participants per class session</p>

Price List	
Youth Classes: \$10 per class with own instrument	\$15 per class without instrument
Adult Classes: \$13 per class with own instrument	\$15 per class without instrument
Private Instruction: \$15 per 30 minutes for registered group participants	
\$25 per 30 minute sessions with own instruments	
\$30 per 30 minute sessions without instruments	

Supply Needs	
I absolutely need ...	A minimum of 7 registered participants per group session and chairs
I would love to have ...	A maximum of 20 registered participants per group session and, access to Wi-Fi to show recorded demonstrations