

CITY OF DETROIT PARKS & RECREATION DIVISION

Program Provider Application

Return completed applications to cochranm@detroitmi.gov

All programs are subject to the approval of this application and compliance with agreement requirements.

By completing, signing, and submitting this application, the Provider agrees to the Terms and Conditions which follow.

PROVIDER INFORMATION			
Provider Name:			
Address:			Unit/Apt#:
City:		State:	Zip:
Email Address:			
Phone:			
Website (if applicable):			
REFERENCES (please list two professional references)			
Full Name:		Relationship:	
Company/Business:		Phone:	
Email Address:			
Full Name:		Relationship:	
Company/Business:		Phone:	
Email Address:			
RELATED EMPLOYMENT			
Company Name:		Phone:	
Address:			
City:		State:	Zip:
Job Title:			
Responsibilities:			
Start Date:		End Date:	
Reason for leaving:			
Company Name:		Phone:	
Address:			
City:		State:	Zip:
Job Title:			
Responsibilities:			
Start Date:		End Date:	
Reason for leaving:			
CERTIFICATIONS (please attach copies of all that are relevant to the program activity)			
INSURANCE			
Indicate if you hold any of the following:			
<input type="checkbox"/> Liability Insurance	Comprehensive General Liability Insurance		
<input type="checkbox"/> Worker's Compensation Insurance	Automobile Liability Insurance		

Program Proposals: 2022

Below you will find the application for program proposals for the City of Detroit Parks and Recreation Department. Please identify what program you can offer, the days per week, hours per session, rates, and location.

Program Proposal Application Criteria

Detroit Parks and Recreation will ensure the following criteria are met when reviewing and approving program provider proposals:

- Programming provides nature-based, STEM, arts & culture, fitness, language, music, critical needs, enrichment, education, or aquatics-based content.
- Is a class or program that Parks and Recreation does not have the current capacity to facilitate.
- Provides an opportunity in a location of town that may have a need for the class or program.
- Does not pose an unreasonable safety risk to participants.
- Title or subject matter is interpreted as an appropriate City Service consistent with the City's policies, mission, goals and strategic plans.
- Does not create an economic hardship for participants.
- Does not offer, imply or infer religious instruction, practices or rituals; is not a religious based program or service.
- Does not promote alcohol, drugs, firearms or weapons, tobacco products; gambling or sexually explicit materials.
- Proposed program can be offered within existing facility space, policies and operating times.

Program Provider Agreement Process

1. Detroit Parks and Recreation will accept Program Provider Applications on an ongoing basis. Send complete applications to cochranm@detroitmi.gov
2. All applications will be reviewed and selected by Detroit Parks and Recreation Staff.
3. All applicants will be notified within fourteen (14) days of submitting their application
4. Program Providers will be contacted directly by a City of Detroit Representative to start the background check process.
5. Program Providers will be contacted directly by a Park and Recreation Representative to start the agreement process (see below for agreement process).
 - a. Wait for cleared background check
 - b. Provide full program plan
 - c. Have signed and approved application and instructions of payment disbursement
6. Once background checks and agreements are complete, program promotion and programming may begin.

Program Provider Agreement Check-List

The below information or completed forms will need to be submitted alongside this program provider application.

- Liability, Worker's Compensation, and Automobile Insurance
- Background Check Form
- Checks Payable to Information
- W9 or 1099

Program Outline

Title of Program:

Description of Program:

Other Relevant Program Information for Participants: (items to bring, items to be supplied, clothing to wear, etc.)

What amenities/equipment do you need provided by Recreation to facilitate this program? (electricity, activity equipment, flat ground, open green space, covered space, printed materials, picnic tables, etc)

What amenities/equipment will you provide to facilitate this program? (speakers, radio, printed materials, equipment)

Program goals and benefits to participants?

Participant Ages:

Program Size: Minimum Size: 3 Maximum Program Size: 100 (15:1 staff to student ratio)

Please indicate days and times for the Location(s) desired:

M T W Th F Sa TIME RANGE

Adams Butzel Complex
Butzel Family
Clemente
Coleman Young (open date TBD)
Crowell
Farwell
Heilmann
Kemeny
Lasky
Patton
Williams (after July 1)

Fees: \$ per person / per session

- This is the amount you are requesting to provide the program
- All payments will be processed through Parks and Recreation software, CommunityPass
- Providers will receive 70% of the total of program fees collected, Parks and Recreation will receive 30% of total program fees collected

Additional fees/information: (please provide further information necessary for participants. Any additional required fees for external memberships, equipment, or uniform fees must be disclosed and have prior written approval from the department, as well as clearly explained in CommunityPass.)

DEPARTMENT USE ONLY: Is the above program provider application approved?

Yes

No

PROGRAM PROVIDER TERMS AND CONDITIONS

By completing, signing, and submitting this Program Provider Application, the Provider agrees to the following terms and conditions:

Absences

If the Provider is ill or unable to meet with his/her program, the Provider must notify their Parks and Recreation Representative as soon as possible. The Provider must notify participants of any program cancellation of this nature.

Accident & Incident Reports

If an incident or accident does occur during the program, the Provider must complete and submit an Incident/Accident Report to the Parks and Recreation Representative by noon the next day. The Provider must maintain a stocked first aid kit on site. For serious accidents, the Provider **MUST NOT MOVE** an injured participant and must instead call 9-1-1. If a child is involved, the Provider must notify the child's parent/guardian immediately, and then immediately thereafter contact the Parks and Recreation Representative. All accidents and incidents must be reported, no matter how serious or minor they may appear.

Background Checks

The Provider and any of the Provider's support staff, volunteers, or team members who will be on-site at a City of Detroit Parks and Recreation Center will need to complete and receive a background check clearance from the State of Michigan prior to the Provider's program beginning. The background check form is included in the appendix of this form.

Cancellations

The City of Detroit reserves the right to cancel, combine, or divide programs, change the time, date, or location of programs, and make any other changes necessary to ensure a quality experience for the participants. If the Parks and Recreation Department cancels your program for any reasons, including inclement weather, the Department will notify participants and issue them any necessary refund(s).

Providers must contact the Parks and Recreation Representative at least five (5) business days prior to canceling any program. The City may, but is not obligated to make exceptions in the event of the Provider's illness or emergency. If an Provider cancels the program, the Provider will notify participants and issue them any necessary refund(s).

Discrimination and Harassment

The City of Detroit does not tolerate any form or type of discrimination and harassment by, among, or to its representatives. Discrimination and harassment can be defined as any behavior that is disrespectful and causes discomfort to another person, be it physical, verbal, visual, or sexual. Providers are responsible for their own actions and conduct and must never engage in discrimination and harassment.

Fees

Providers can determine the per-participant fees for their proposed programs. Fees must not pose a significant barrier to participation, as determined in the sole and reasonable discretion of the City of Detroit. Discounts may be provided for Detroit residents, seniors, and youth programs at the discretion of the City of Detroit representative.

Programs will be posted on the City of Detroit programming website, CommunityPass. Fees will be collected through CommunityPass and distributed to the provider on a bi-weekly basis. Program providers will receive 70% of the total fees collected. The City of Detroit will receive the remaining 30% of the total fees collected.

Insurance

Prior to the beginning of any program, Providers must provide the City with a Certificate of Insurance demonstrating that the Provider is carrying the following insurance coverages: (1) comprehensive general liability insurance listing the City of Detroit as the additional insured; (2) auto insurance, if applicable at the City's sole and reasonable determination; and (3) worker's compensation insurance that meets the State of Michigan's statutory requirements, if applicable at the City's sole and reasonable determination. Each such insurance coverage must be valid, in-effect, and include an express statement that each policy cannot be cancelled or materially changed without first providing the City at least 30 days' prior written notice.

Liability

Provider agrees to indemnify, defend, and hold harmless the City and its respective officers, directors, departments, managers, employees, agents from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses, and expenses, including reasonable attorney and consultant costs. All participants will sign a waiver agreeing to indemnify, defend, and hold the City harmless of any liability in connection with the Provider and the Provider's program. The City shall have no liability to the Provider or to any participants or third parties for any injuries, damage, or defects related to any actions or inactions taken by the Provider in connection with its obligations under this agreement.

Meetings

The Provider shall meet with the City's convenience—whether in person, via video conference, telephone, or other means mutually convenient—to coordinate further activities as may be necessary and discuss other relevant issues that may arise from time to time.

Memberships

The Provider must ensure that each participant is provided a recreation center membership, as applicable and required by the City. 100% of any fees charged in connection with such memberships shall be retained by the City and are not subject to the fee sharing arrangement described herein.

Pandemic Operations Plan

City of Detroit Parks and Recreation will create a pandemic operations plan applicable to each program facilitated by a Provider. Providers must follow all safety requirements as detailed in the plan. The plan will include, but is not limited to, the following requirements for Instructors and participants:

- Wear a facemask whenever programs occur in indoor spaces;
- Maintain adequate social distancing at all times; and
- Stay home/depart from program if exhibiting any pandemic-related symptoms, along with any other Provider or Participant who arrived with the symptomatic individual and/or lives in the same household

Personal Business

Providers are not allowed to solicit personal services, or make unrelated business phone calls while performing services. Providers who would like to sell merchandise directly related to the program (equipment bags, etc.) must obtain prior written approval from the Recreation Department. Selling of unrelated items to program participants is prohibited, and approval is at the Recreation Department's sole discretion.

Purpose

The Provider shall use the space designated him or her by the City for the sole and exclusive purpose of the programming approved by the City, and for no other purpose or use without the prior written permission of the Parks and Recreation Representative.

Promotion

All Provider-led promotions must indicate that this is a Detroit Parks and Recreation activity.

Records

The Provider must prepare and maintain accurate registration of all participants and other records of its programming, including demographic data, total number of participants, total fees collected, funding sources, and expenditures, as required by the City of Detroit.

Registration

Participants will enroll in the program through Detroit Parks and Recreation online reservation system, CommunityPass. Program Provider will not manage program reservations.

Releasing of Minors

At the end of the program time, the Provider must not release children to anyone other than the authorized parent, guardian, or to an individual authorized by the parent in writing. The Provider must never release a child to someone who is unknown to the child or to whom the child expresses fear or uncertainty. The Provider must stay until all participants have left the park or facility.

If a participant is not picked up, the Provider must contact the participant's parent or guardian. If the Provider cannot reach a parent or guardian, and more than 15 minutes have elapsed, the Provider must contact the Parks and Recreation Representative. The Provider must stay with the child until a Parks and Recreation Staff, City of Detroit police officer, or the participant's parent/guardian arrives.

Professional Conduct

All Providers must be helpful and courteous at all times. The City of Detroit does not condone inappropriate or offensive behavior by or towards Providers, participants, and City Staff. If a Provider, participant, or guest engages in an inappropriate or unsafe manner, he or she will be asked to leave the premises. Possession or use of drugs or alcohol while conducting or participating in a program is strictly prohibited and will result in termination of the agreement.

Safety and Cleanliness

The Provider's must ensure the safety of all participants involved with the activity, including ensuring that the Provider and all other staff, volunteers, and team members are adequately trained and equipped to ensure a safe environment for all participants. If any aspect of the area appears unsafe, the Provider must notify Staff and take actions that will ensure participant safety.

The Provider shall ensure that the space he or she has been designated for his or her classes and programming is kept clean, neat, and free of debris during and after the class or programming ceases. The Provider shall not make any changes to such space, nor any additions or alterations, without the prior written consent of the Parks and Recreation Representative.

Substitutes

Substitutes are not allowed unless the Provider agreement identifies more than one Provider for the program and each provider who could substitute has completed and properly submitted a copy of their background check.

Supply/Material Fees

The Provider must provide and pay for any supplies not currently available at their selected Recreation Center.

City of Detroit Payment Information

Providers must provide a W9 or 1099, as applicable, to receive his or her share of the fees as described above. Providers must also provide an address to which tax documents will be sent.