



City of Biggs

Agenda Item Staff Report for the Regular City Council Meeting: October 17, 2011 6:00PM

DATE: October 11, 2011
TO: Honorable Mayor and Members of the City Council
FROM: Pete Carr, City Administrator/Finance
SUBJECT: Recreation Programs (Discussion/Action/Direct Staff)

Council will continue its consideration of the feasibility of recreation programs, with a review of draft recreation responsibility and liability agreements.

Background

Background was provided in the September agenda packet. City Council directed administrator to return with a draft agreement for the current trial activity (Zumba fitness exercise) that could also serve as a template for other future programs, if the city decides to entertain future programs.

Attachments: DRAFT Instructor Agreement for program, and specimen liability waiver.

Recommendation

Determine City disposition relative to recreation programs generally and the current trial program specifically, approve draft Instructor Agreement as presented or amended for both the current program and future use, direct staff accordingly.

Fiscal Impact:

Minor indirect costs partially offset by minor revenues from class participants.



City of Biggs

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INDIVIDUAL CONTRACT INSTRUCTOR AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of,
_____ between the City of Biggs ("Biggs") and _____
("Instructor") whose address is _____.

The parties agree as follows:

1. Instructor certifies that he or she is a person trained and qualified to perform services as a _____ Instructor and though these services are performed for hire such services are not necessarily Instructor 's only occupation.
2. Instructor agrees to perform the following services related for the instruction of the _____. Such services to be performed at a Biggs facility or an approved location between the hours of _____ on the following dates: _____.
3. Instructor will collect \$_____ per class per participant, with 25% of total fees collected per month being forwarded to Biggs monthly with a basic accounting of participants and fees paid, to help offset city administration and maintenance costs in providing and supporting the activity. It is understood Instructor may offer a complementary introductory class session to participants at his/her discretion.
4. Instructor understands that Biggs may cancel this Agreement at any time for any reason without further obligation to Instructor.
5. Instructor will acquire, repair and maintain at his/her sole cost and expense such equipment and supplies as Instructor needs for performing this Agreement.
6. Instructor, in the conduct of the services contemplated will abide by all applicable federal, state, and local laws and regulations including, without limitation, the City of Biggs Municipal Code and regulations promulgated there under.

7. The Instructor and Biggs agree that Instructor is an independent contractor and has control of all work and the manner in which it is performed. Instructor is not an agent or employee of the City of Biggs and is not entitled to participate in any pension plan, insurance (including Workers Compensation), bonus or similar benefits the City of Biggs provides for its employees. Instructor will work in cooperation with the City of Biggs staff to provide a reasonably safe and appropriate recreation experience for all who wish to participate.
8. Instructor indemnifies, will defend (at the City of Biggs' request and with counsel satisfactory to Biggs), and hold the City of Biggs harmless from and against any claim, action, damages, costs (including without limitation, reasonable attorney's fees), injuries, or liability, arising out of this agreement, or its performance. For purposes of this section "The City of Biggs" includes the City's officers, officials, employees, agents, representatives, and designated volunteers.
9. Contractor agrees to act and dress appropriately while in the work place.
10. Instructor will return Biggs facilities in similar condition at the end of activities as at the start of activities. Instructor will promptly notify Biggs of any damages or clean-up discrepancies.
11. Instructor is responsible for marketing and registration for activities; Biggs may augment these functions as administrative resources allow at the discretion of Biggs.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed.

Date _____ Instructor: _____

Date _____ Biggs City Administrator: _____