



Attachment 'B'

City of Kerman
850 S. Madera Ave
Kerman, CA 93630
559/846-9328
www.cityofkerman.org

INDEPENDENT INSTRUCTOR AGREEMENT

Instructor: Luisa Aguirre
Mailing Address: 534 S. 17th Street
City, Zip Code: Kerman, CA 93630
Work Phone: 626-264-3983
Other Phone:

Class Title: Exercise Class - Zumba

This Agreement is entered into on **April 10, 2024**, by the City of Kerman, hereinafter referred to as "City" and, Luisa Aguirre, hereinafter referred to as "Instructor". Both parties hereto agree as follows:

1. City is responsible managing all aspects of Zumba classes including scheduling the class in the Community Center, marketing, and registration.
2. City retains Instructor as independent Instructor to conduct City-scheduled Zumba classes.
3. Instructor shall maintain the premises in a neat, clean and sanitary condition. Instructor shall not make any alterations to the facility, either temporary or permanent, without the prior written approval of the City.
4. Instructor shall conduct said class as indicated per this Agreement. Any deviation must be approved by the Parks & Recreation Department Director prior to initiation.
5. Instructor agrees to conduct the class with a minimum of 5 students up to a maximum of students the facility can accommodate. Instructor may have the option of conducting said class with less than the minimum number of student. Instructor is required to hold the first class meeting regardless of the number of pre-registrations; determination on class cancellation will be made by City after the first class meeting.
6. Instructor shall be responsible for the following:
 - Provide quality instruction and class content for classes held on Tuesdays and Thursdays from 7:00 to 8:00 PM at the Kerman Community Center

- Class is to be conducted in a safe manner with all students being treated with respect.
 - Be punctual and well prepared for all class session scheduled.
 - Conduct yourself appropriately and respectfully with the public.
 - Communicate with the Recreation Coordinator/Director regarding any problems or conflicts.
 - Provide all necessary supplies/material needed to conduct the class.
 - Clean and secure the facility with City Staff prior to departure.
 - Obtain a City of Kerman Business License
7. Compliance with Public Resource Code, Section 5164: a. In the event and to the extent the Contactor and/or his/her employees shall have supervisory or disciplinary authority over any minor or as part of the services to be performed hereunder, compliance with the following requirements must be met:
- a. Instructor must comply with Public Resources Code, Section 5164, namely, undergo a criminal background check before the effective date of this Agreement.
 - b. Evidence of compliance shall be presented to the City, before this contract is signed by the City, for the Instructor and all current employees.
 - c. “Evidence of Compliance” under terms of this paragraph means that the result of the criminal background search method listed below reveals no convictions for the offenses listed in the Public Resources Code, Section 5164. The Instructor shall present to the City each person to be checked, who shall submit to fingerprinting Pursuant to Section 11105.3 of the Penal Code. Based upon said information, the City shall conduct a criminal background investigation of the Instructor or any of his/her employees performing hereunder. The Instructor shall pay to the City all costs the City incurs in performing said background investigation. Said payment shall be tendered to the City prior to the Instructor or any of his/her employees commencing performance hereunder.
 - d. Failure of the Instructor to comply with the provisions of this paragraph shall be grounds for immediate cancellation termination of this contract by the City of Kerman.
8. Term of Agreement: This Agreement shall take effect **on April 10, 2024**, and shall continue until **December 31, 2024**, unless cancelled per Sections 5 and 15 of this Agreement or terminated per Section. The City may terminate this Agreement if Instructor fails to fulfill requirements under this Agreement. By mutual agreement of City and Instructor, this Agreement may be extended. Conditions and fees may be negotiated at time of extension.

9. Standard of Performance: Instructor shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions. It is understood and agreed that Instructor has the professional skill, experience and knowledge necessary to perform the work agreed to be performed under this Agreement that City relies upon the professional skills of Instructor to do and perform Instructor's work in a skillful and professional manner, and Instructor thus agrees to so perform the work. It is further understood and agreed that Instructor is apprised of the scope of the work to be performed under this Agreement and Instructor agrees that said work can and shall be performed in a fully competent manner.
10. City shall be responsible for the following:
 - a. Instructor compensation will be paid each month in the amount of 80% of the registration fees collected.
 - b. Class registrations will be handled using city-approved software (Rec1). Registrations can be received either online or in person (walk-in). Registration and waiver forms will be provided.
 - c. Instructor shall receive a roster of participants registered a minimum of once monthly. Updated rosters may be provided as new participants register for class as needed.
 - d. City shall conduct marketing of program/class. Marketing materials shall include printable media (i.e. flyers and recreation program guides), social media (i.e. City website, Facebook), and email.
11. Insurance: For activities categorized medium risk or higher, \$1,000,000 liability insurance is required. A certificate of insurance and an endorsement to your policy, naming the City of Kerman as additional insured, is needed prior to your first class meeting or your class will be cancelled.
12. Instructor, in the conduct of the services contemplated hereunder, shall abide by all laws, City ordinances and general rules and regulations relating to all activities contemplated hereby.
13. Both parties hereto in the performance of the agreement will be acting in an independent capacity, and not as officers, agents, employees, partners or joint ventures of one another. In the furnishing of the services provided for herein, Instructor is acting solely as an independent contractor. Neither Instructor, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venture, partner, or associate of City for any purpose. City shall have no right to control or supervise or direct the manner or method by which Instructor will perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that Instructor is performing its obligations in accordance with the terms and conditions thereof.
14. Instructor shall indemnify, defend and hold City and its officers, officials, employees, agents and volunteers harmless from and against any and all liability (direct or indirect) including any and all costs and expenses in connection herein, claims, suits, actions,

damages and causes of action arising out of the work of the instructor, including, but not limited to, any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omissions of Instructor, its employees, sub-Instructors, or agents, or on Account of the performance or character of this work, except for any such claim arising solely out of the active negligence, sole negligence, or willful misconduct of the City, its officers, employees, agents or volunteers, in performing the work set forth in this Agreement.

- 15. Instructor understands that City reserves the right to cancel this Agreement at any time should the need arise to cancel classes for any reason, including, but not limited to, insufficient numbers of participants or unavailability of facilities. In such circumstances, City shall not be liable for compensation or damage to the Instructor for the remainder of this agreement.

- 16. This Agreement shall be terminated at the discretion of the City should the Instructor fail to fulfill requirements as specified herein.

This agreement is effective as of date specified above, provided signatures appear below for both the City and the Instructor.

CITY OF KERMAN

John Jansons, City Manager

DATE: _____

INSTRUCTOR

Luisa Aguirre, Zumba Instructor

DATE: _____