



AGENDA STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Tom McKlveen, Parks and Recreation Director
DATE: Submitted on June 30, 2025, for the July 7, 2025, Regular City Council Meeting

Signed by:
Tom McKlveen
D29D4A00CB68470

AGENDA ITEM: Approval of an Instructor Contract Agreement Between the City of Milton and Corin Kievman to Provide Recreational Aqua Fitness Classes.

SUMMARY:

Staff is seeking approval of an instructor agreement for Aqua Classes at the Milton City Pool this season, led by Corin Kievman. These classes are designed to provide a low-impact, high-energy fitness experience in the water. Corin brings both expertise and enthusiasm to each session, making these classes welcoming and enjoyable for all ages and fitness levels.

Participants will engage in a variety of water-based exercises that improve cardiovascular health, strength, flexibility, and overall wellness—all while being gentle on the joints. These classes are a great way for the community to stay active, cool off, and have fun in a supportive group environment.

FUNDING AND FINANCIAL IMPACT:

Corin Kievman will serve as an independent instructor under this agreement. City staff will set the program fees to ensure profitability, considering the instructor's compensation and other program-related operational costs.

ALTERNATIVES:

If this contract is not approved, staff will continue to research and secure another provider, based on community needs.

PROCUREMENT SUMMARY (if applicable)

REVIEW & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager

Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP

Concurrent Review: Steven Krokoff, City Manager

DocuSigned by:
Bernadette Harvill
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ATTACHMENT(S):

City of Milton Parks & Recreation Department Recreation Instructor Agreement

DocuSigned by:
Steven Krokoff
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**CITY OF MILTON PARKS & RECREATION DEPARTMENT
RECREATION INSTRUCTOR CONTRACT**

This Contract for instruction services for recreational programs is made and entered into and is effective this _____ day of _____, 20____, (the "Effective Date") by and between, Corin Kievman an Individual/Sole Proprietor ("Contractor") located at 450 Settlement Lane Alpharetta, GA 30004 and the City of Milton, Georgia, a municipal corporation of the State of Georgia, located at 2006 Heritage Walk, Milton, GA 30004 by and through the City of Milton Parks and Recreation Department ("City"). The City and the Contractor are sometimes referred to in this agreement collectively as the "Parties".

TERMS OF CONTRACT

The City desires to engage Contractor to perform, and Contractor agrees to render to the City, those certain instructor services for City of Milton recreational programs identified below and further described on page(s) _____ of the _____ Activity Guide and/or in the attached Exhibit "A" to this Contract (referred to herein as "Instructor Services").

Is there such an Attachment to this Contract?

Yes ☒

No ☐

Program Name(s):

Aqua Instructor/Aqua Aerobics

Program Date(s):

Summer 2025

Program Location(s) and Address(es):

Milton City Pool at Milton City Park & Preserve

In consideration of the foregoing and the mutual promises and terms and conditions contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Contractor is an independent contractor and not an employee, agent, joint venture, or partner of the City. Contractor shall have no authority to contract for or bind City in any manner. Contractor shall have and maintain the responsibility for and control of the rendition of the instructor services, the discipline of its employees, and other matters incident to the performance of the instructor services (services, duties and responsibilities as described and contemplated herein). Notwithstanding any other provision(s) of this Contract to the contrary, neither Contractor, nor any of its employees, agents, or subcontractors, shall be considered an "employee" of the City during the performance of this Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2014) (Circular E).
2. If the estimated annual payment from the City to the Contractor is \$5,001 or more, Contractor is required to be a legal entity (i.e., a corporation, limited liability company, limited partnership, or other lawfully recognized business entity or a nonprofit corporation) formed under the laws of this state or another jurisdiction and currently authorized to transact business in the State of Georgia (a "legal entity")

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Contractor hereby represents and warrants that Contractor is a/an (Check Applicable Box):

- ☒ Individual/Sole Proprietor ☐ Corporation
☐ Limited Liability Company ☐ Limited Partnership ☐ Nonprofit Corporation
☐ Other (insert):

In performance of the instructor services, Contractor hereby identifies the following individual as the primary instructor for the program(s):

Corin Kievman

3. For performance of the instructor services provided hereunder, City agrees to pay Contractor a negotiated rate for services rendered. The Contractor's Fee shall be provided below:

	<u>Hourly</u>	<u>Class</u>	<u>Session</u>	<u>Other</u>
<i>Class Title</i>				
Aqua Class	\$50			

During the Contract Term, as defined below, the City may, subject to the Department Director's, or his/her designee's approval, request to add or remove programs/classes/camps to the contract. Additionally, City may adjust programs/classes/camp rates, subject to the Department Director's, or his/her designee's approval. Any such changes to programs/classes/camps must be submitted in writing to either Party least thirty (30) days in advance. Upon the Department and Contractor's approval, the City and Contractor shall execute an Amendment to be incorporated as part of the original contract.

4. Family discounts given to participants, if any, will be approved and absorbed by the City.
5. Contractor's Fee (defined as compensation to be paid to Contractor, in accordance with Paragraph Three herein) will be calculated by the City the week following class completion; disbursements to Contractor within fourteen (14) business days post-class. If any registration fees are paid after the initial calculation (e.g., drop-in payments or prorated fees), Contractor's Fee will be re-calculated at the end of the session and the payment schedule will be adjusted accordingly.

"End of each session" is defined as the first Saturday following the last class of the session. City submits check requests to the Finance Department at the end of each session. Allow up to fourteen (14) business days for processing. Current vendor

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information as required by the City's Finance Department must be on file with the Finance Department in order to ensure prompt payment.

6. Pre-registration, registration and registration fee collection will be performed ONLY by the City.
7. Supply/material fee, if applicable, will be mutually agreed upon by the City and Contractor in writing, and will be collected by the Contractor. Supply/material fees shall be used to purchase materials and equipment for registered participants to use during the session in which the supply/material fees are paid. Contractor is responsible for maintaining receipts of purchases for these programs and shall provide the receipts to the City for review upon request. Contractor must refund any unused supply fees to the participants no later than the last day of the session.
8. Contractor is responsible for purchasing and providing all necessary supplies for the program (e.g., participant shirts, art supplies, name tags, awards, certificates, sports equipment, etc.). The City is responsible for the purchase of any items that provide safety or permanently become part of the facility (e.g., hoop/net/wall padding replacement in gyms, field soccer goals, gymnastics apparatus and mats, repair, or replacement of existing equipment, etc.). Supplies that Contractor will purchase and provide for the program may include but are not limited to the following:

N/A

(If additional space is needed, please attach additional information regarding such supplies as an Attachment hereto and reference such Attachment above).

9. The minimum and maximum number of program participants will be determined by the City.
10. Subject to Paragraph 7 above, City will decide whether or not to conduct the program if less than the minimum number of participants enrolls for the program. The City will provide the program roster information to Contractor, or can be viewed by Contractor on CivicRec, approximately one week prior to the first day of class. A decision to cancel or conduct the program with less enrolled participants than the minimum number established above must be made at such time by the Contractor and communicated to City coordinator or supervisor.
11. This Contract may be terminated by the City due to lack of adequate registration. Additionally, the City may cancel any program (determined per class) due to lack of adequate registration. Participants will be refunded their registration fees or prorated amounts thereof in accordance with the City's policies. Further, Contractor's Fee will be adjusted due to any refunds paid or due to participants.
12. Contractor is responsible for staffing adequate and qualified instructors for the safe implementation of the program. Any instructor, assistant instructor or substitute instructor performing instructor services under this Contract, whether an employee, agent, or subcontractor of Contractor (hereinafter referred to as an "Instructor") must be at least 16 years of age. Any Instructor under the age of 18 must be supervised by Contractor or an authorized representative of Contractor who is over the age of 18. Contractor must have valid CPR/AED/First Aid certification and Mandated Reporter Training on file with City coordinator or supervisor. Minimum

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qualifications and/or required certifications for Instructors, as determined by the City, are as follows:

N/A

13. The Contractor is responsible for the supervision, direction, and control of any and all Instructors, including handling complaints pertaining to Instructors and disciplining Instructors. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, and other similar administrative procedures applicable to services rendered under this Contract shall be the obligation of Contractor and not the City.
14. All Instructors and sub-contractors are required to complete and submit a Criminal History Request Consent Form to the City, successfully complete the City's criminal background check, and be approved by the City prior to instructing any class. Background checks are typically conducted on an annual basis (usually prior to the start of the fall/winter session). Subsequent background checks may be required at the determination of the City.
15. The Contractor is responsible for sub-contractors' completion of Exhibit "B" Liability Waiver and Release Form, and submission of completed forms to City coordinator or program supervisor.
16. Contractor, and its employees, agents, and subcontractors (including paid or volunteer/unpaid Instructors) shall comply with the following:
 - Compliance with All Laws. The Contractor shall, in the performance of instructor services hereunder, fully comply with all applicable federal, state, and City laws, rules, ordinances, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision.
 - Equal Employment Opportunity; Non-Discrimination. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract. In performing the services required under this Contract, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that Contractor's agents and/or subcontractors comply with same. Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.

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- **Drug-Free Workplace.** Contractor shall maintain a Drug Free Workplace pursuant to the federal Drug Free Workplace Act, as amended from time to time, and shall further ensure that its agents and subcontractors maintain a Drug Free Workplace pursuant to other applicable state laws and regulations. By execution of this Agreement, Contractor certifies that:
 - (i) a drug-free workplace will be provided for the Contractor's employees during the performance of this Agreement; and
 - (ii) each subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace; and
 - (iii) Contractor, including its employees, agents, and subcontractors, will not engage in any unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement.
- **Best Interests of City.** Neither Contractor nor any of its officers, employees, agents, or subcontractors shall have or hold any employment or contractual relationship that is antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Contract.
- **Conflict of Interest.** The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person (including any member of such person's immediate family), having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFB. Neither Contractor nor any of its directors, officers, employees, agents, or representatives shall obtain any kickbacks or benefits for itself, themselves, or other clients as a result of any City purchases or transactions. Contractor shall not collude with other City contract providers regarding City business or matters. Contractor shall not enter into any business relationships with other City contract providers regarding City business or matters, without the approval of the City Manager, which approval may be withheld at the City Manager's sole discretion. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, Contractor, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. Provided however, this provision does not encompass Contractor's ability to have hired or engaged consultants to assist in preparation of the proposal and delivery of the services hereunder. For the breach or violation of this provision, the City shall have the right to terminate the Contract without liability at its discretion, to deduct from the contract price, or otherwise

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recover the full amount of such fee, commission, percentage, gift, or consideration.

- Confidentiality. The Contractor's employees, agents and subcontractors may have access to confidential data or information maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated, unless otherwise required by law, without the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created, or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City. Contractor shall provide adequate supervision and training to its agents, employees, and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract. If it is reasonably likely the Contractor will have access to the City's confidential information, then:
 - (i) The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information; and
 - (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats; and
 - (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract.
17. Contractor will incur all additional instructor costs and is responsible for working out payment agreements with its instructors. Contractor assumes all financial responsibility for the program in accordance with local, state, and federal laws. The City is not financially responsible to pay additional instructors.
18. Contractor is responsible for set up and removal of all supplies (i.e., tables, chairs, etc.). Contractor is expected to allow ample time for set up and clean up and arrive at the location prepared to instruct the program, at least 15 minutes prior to the start of class. All classes must begin at the scheduled, advertised time. Contractor is

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expected to assist in maintenance of the facility when class activities are responsible for extra maintenance (e.g., wipe tables, counters, sinks, and windows; sweep floors if mess made during class; etc.). General routine maintenance of facility is performed by the City.

19. Contractor is responsible for the proper disposal of all trash that it may leave, or which may be left by program participants. For birthday parties, Contractor is responsible for all clean-up, including trash taken to the facility dumpster. Kitchens, if used, must be left in the condition in which they were found.
20. City does not guarantee storage for Contractor's supplies. Subject to the City's written approval, which may be withheld at the City's sole discretion, Contractor may store items at the City facility; however, the City is not responsible for items lost, stolen, or damaged while being stored on City property.
21. Contractor is responsible for any damages to City property caused by Contractor and/or participants due to negligent supervision of class participants or inadequate Instructor/Student ratios.
22. Contractor is responsible to assist the City in preparing publicity for the program. Any and all printed materials prepared (through City generated templates) by the Contractor intended for distribution to program participants or the general public must be approved by the City prior to distribution. This includes but is not limited to flyers, brochures, banners, and advertisements for programs, even if paid for solely by the Contractor. Contractor is prohibited from promoting programs not affiliated with the City while on City property. Contractor may not use City logo without written permission from City.
23. Contractor must immediately notify the City in the event of a cancellation of a class due to illness, accident, etc. Contractor is responsible for notifying participants of class cancellation when Contractor cancels the class for any reason. Contractor must have a substitute instructor in the event the Contractor cannot fulfill instruction duties. Contractor is responsible for securing and paying any substitute instructors in the event of absence of the scheduled Instructor.
24. When Fulton County Schools close or release students early due to a severe weather event or threat of a severe weather event, Milton Parks & Recreation staff, in conjunction with City of Milton Department of Public Safety officials, will evaluate the forecasted impact of the weather event in the Milton area to determine whether or not to cancel recreation programs. Programs will be canceled if it is in the best interest of program participants, instructors, volunteers, and staff to do so. Program cancellations will be notified by both the City and the Contractor via email, text, and/or phone call. Makeup class dates/times (if applicable) for weather-related program cancellations will be announced at the next scheduled class meeting.
25. Canceled classes shall be rescheduled by the Contractor at no additional cost to participants, subject to facility availability as determined by the City. Contractor shall notify participants of rescheduled class dates/times at the next scheduled class meeting, via phone, or via email, whichever is most convenient.

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26. If a class cannot be rescheduled, and Contractor has already received payment for the class, the Contractor shall be responsible to refund any and all participants a pro-rated portion of the program fee. Contractor is not responsible for make-ups or to refund participants in the event of a severe weather event or City-wide shut down.
27. Contractor is expected to maintain attendance records and immediately report student absences to the City. Contractor shall provide class attendance records to the City upon request. Contractor is responsible to assist City staff in contacting "no-shows" to determine status of participation in any given program.
28. Contractor shall not leave any class unsupervised without first notifying City staff and ensuring appropriate supervision is present. Contractor is expected to remain at the facility until all minor students have safely left the facility. Minor students are not allowed to wait outside any City facility without prior written consent from parents.
29. The following are agreed-upon contract terms not listed elsewhere in this contract (if applicable):

N/A

30. Contractor, including its Instructors, are required by law to report any suspicion of child abuse to the proper authorities. Failure to do so may result in criminal charges. Contractor, including its Instructors, must complete training as provided by the City. Contractor must verify in writing that all of its employees, agents or subcontractors providing services hereunder have been informed of the law and understand their role as the law pertains to it. Contractor acknowledges and agrees that it understands and shall conform with the requirements of O.C.G.A. § 19-7-5, which provides that persons who work with children are required by law to report suspected child abuse. The mandatory reporting requirements of O.C.G.A. § 19-7-5 apply to "child service organization personnel," which the law defines as follows:

"'Child service organization personnel' means persons employed by or volunteering at a business or an organization, whether public, private, for profit, not for profit, or voluntary, that provides care, treatment, education, training, supervision, coaching, counseling, recreational programs, or shelter to children."

31. Contractor is required to adhere to the City's Three Person Rule for programs with minor participants, a copy of which has been provided to Contractor.
32. Contractor is required to adhere to the City's Participant Conduct and Discipline Policy and Procedures, a copy of which has been provided to Contractor.
33. Contractor is responsible to immediately notify City staff of any accident or incident that occurs during a program. City staff will complete accident/incident form with assistance and/or input from Contractor as deemed appropriate.

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34. Contractor, its officers, employees, agents, and subcontractors, including any and all Instructors, shall have no authority over or involvement in the finances of the program booster club (if applicable). Program booster clubs may exist and function only with the written approval of the City.
35. This Contract may be immediately terminated by the City without prior notice if the Contractor fails to satisfactorily meet any of the terms of the contract.
36. This Contract may be immediately terminated by the City without prior notice if the Contractor engages in activities and/or conduct unbecoming to the City.
37. This Contract may be terminated by either party without cause provided that sixty (60) days written notice is given. The City has the option to renew this Contract if both parties agree to the terms of such renewal, or if both parties can negotiate new terms that are acceptable to both parties. Should the Contract Term exceed one (1) fiscal year, the Parties agree that this contract, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without any further obligation on the part of the City on September 30th of each fiscal year of the term, and further, that this contract shall automatically renew on October 1st of each subsequent fiscal year absent City's provision of written notice of non-renewal to Contractor at least sixty (60) days prior to the end of the then current fiscal year. As applicable, title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the City.

38. Compliance with Illegal Immigration Reform and Enforcement Act:

E-Verify Program: The City is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the physical performance of services unless the Contractor registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Contractor will become part of the Contract Documents.

- a. Requirement to Participate in a Federal Work Authorization Program (E-Verify):

- (i) Pursuant to O.C.G.A. § 13-10-91, Contractor represents, warrants, acknowledges, and/or agrees that:

The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and

Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and

Sub-subcontractors shall not enter into any contract with a subcontractor or sub subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor

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pates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

- (ii) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (<http://www.dhs.gov/e-verify/>) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

b. Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- (i) Contractor providing the physical performance of services under this contract shall comply with the requirements of O.C.G.A. § 13-10-91.
- (ii) Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "C," and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the Contractor/subcontractor agreement. Further, it shall be the duty of the Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.
- (iii) Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor shall forward notice to the Contractor of the receipt, within five (5) business days of receipt of such affidavit. Further, it shall be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-contractor that has contracted with a sub-subcontractor shall also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.

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- (iv) In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party shall instead provide a copy of his or her state issued driver's license or state issued identification card.
 - c. Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13- 10-91 and other applicable rules and regulations promulgated in relation thereto.
 - d. All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.
39. Contractor shall have and maintain in full force and effect for the duration of this contract, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of Contractor's services, its agents, representatives, employees, or subcontractors. All policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.
- 39.1 Contractor shall maintain a commercial general liability coverage of at least \$1,000,000 (one million dollars) combined single limit per occurrence and \$2,000,000 (two million dollars) aggregate for comprehensive coverage including for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom
- 39.2 Contractors driving a City-owned vehicle (including but not limited to, a motor vehicle or golf car), will be required to maintain the following auto insurance coverage at the Contractor's own expense. Contractor will be required to have coverage for bodily injury and property damage with the combined single limits of \$1,000,000 (one million dollars) each occurrence.
- 39.3 City and City's elected and appointed officials, officers, boards, commissioners, employees, representatives, consultants, servants, agents and volunteers (individually "Insured Party" and collectively as "Insured Parties") shall be named as additional insureds on all applicable insurance policies. The coverage shall have no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.
- 39.4 Contractor shall furnish to City for City approval certificates of insurance and endorsements to the policies evidencing all coverage required by this contract prior to the performance of any services.

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39.5 Contractor shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the services performed by such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its services. All coverage for subcontractors shall be subject to all of the requirements stated in this contract, including, but not limited to, naming the Insured Parties as additional insureds.

40. WAIVER OF LIABILITY AND INDEMNIFICATION.

Contractor hereby assumes all responsibility for, and risks and hazards of or related to, its involvement in the activities that it is scheduled to instruct for the City of Milton. In consideration of the City of Milton providing permission to use City facilities and resources to conduct Contractor's program(s), Contractor, and all officers, employees, agents, and sub-contractors of Contractor who may perform work for Contractor under the terms of this contract, do hereby agree to indemnify and hold harmless the City of Milton, including all of its officials, officers, employees, agents, sponsors, organizers, supervisors, volunteers, and participants, of any and all claims, demands, liabilities, losses, expenses (including expenses of litigation and attorney's fees), and causes of action of whatever kind and nature ("Claims"), including, but not limited to, Claims for Injury to person or property, arising out of or related to Contractor's performance of the services and activities provided hereunder; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

Contractor hereby gives the City of Milton permission to take photographs of Contractor or photographs in which Contractor may be involved with others without compensation to Contractor. These photographs may be used by the City for promotional and information purposed in print, on the City website and in other media.

Contractor hereby acknowledges that it has been made aware of Georgia's Child Abuse Reporting Law (O.C.G.A. § 19-7-5), that it will complete training as provided by the City, and that it will adhere to the requirements of the law. Contractor understands that it is its responsibility to inform its sub-contractors of the law and their role as it pertains to them and will verify same in writing to City officials. Contractor shall be required to have any and all individuals performing instructor services on its behalf to execute the Liability Waiver and Release Form attached hereto as Exhibit "B" prior to their performance of any instructor services pursuant to this Contract.

(remainder of page intentionally left blank)

(signatures to follow)

**CITY OF MILTON PARKS & RECREATION DEPARTMENT
RECREATION INSTRUCTOR CONTRACT**

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

CONTRACTOR SIGNATURE:

CITY OF MILTON, GEORGIA

By: Corin Kievman

Print Name/Title:



By:

Peyton Jamison, Mayor

DATE:

5-7-25

DATE:

APPROVED AS TO FORM:

Signed by:

By:

Jennifer McCall

6/11/2025

City Attorney

(remainder of page intentionally left blank)

(contractor information to follow)

**CITY OF MILTON PARKS & RECREATION DEPARTMENT
RECREATION INSTRUCTOR CONTRACT**

CONTRACTOR INFORMATION:

Legal Business or Contractor Name:

(NOTE: Must Match Filed Name with
Georgia Secretary of State if
Business and **NOT** Sole Proprietor.)

Name Corin Kievman

Contractor Address:

Street 450 Settlement Lane

City, State, Zip Alpharetta, GA 30009

Contact Information:

Primary Phone: 770-330-3222

Secondary Phone:

Email: corinlee@aol.com

(remainder of page intentionally left blank)

(attachments and exhibits to follow)

**EXHIBIT A
CITY OF MILTON PARKS AND RECREATION
INSTRUCTOR SERVICES**

Thank you for your interest in offering a new recreational opportunity to our community! Please complete this Program Proposal Form and submit it to Recreation staff for evaluation and review. This form does not constitute a contract or qualify for application for employment.

Instructor Name: Corin Kleuman

Email: Address: corinlee@aol.com

City/State: Alpharetta, GA **Zip Code:** 30004

Instructor/Business Bio:

AFFA Provider, trainer of instructors in the US and internationally. Currently teaching in a premier athletic club in Alpharetta, Ga.

Certification CPR , padi, scuba diver, yoga, WSI aqua aerobics. Qualified for the Olympic trials in the 400 meter.

Group fitness instructor

Certification(s) (if applicable): See Above

Name of Program/Event: Aqua Aer obics

Instructor In Charge (if different than above): _____

Is there a co-presenter? If yes, please list: _____

Description of Program/Event:

Presenting and teaching Aqua Classes.

Goals of Program/Event:

1. Healthy way of life while having fun doing it
2. _____
3. _____

Proposed Dates/Timing Frequency of Program

Start Date: May 2025 **End Date:** August 2025

Start Time: 1 PM **End Time:** 2 PM

Days: ☒ Monday ☐ Tuesday ☐ Wednesday ☒ Thursday ☒ Friday ☐ Saturday ☐ Sunday

**EXHIBIT A
CITY OF MILTON PARKS AND RECREATION
INSTRUCTOR SERVICES**

Location

Location:

Milton City Pool at Milton City Park & Preserve

List any special site or set-up requirements that would need to be addressed prior to the Program/Event:

Noodles, hand weights and stereo system

Participant Information

Is this program intended for a specific age group?

If yes, minimum age? ¹⁶ _____ maximum age? _____

Minimum # of participants required? _____ Maximum # of participants? ⁷ _____

Fees (Section completed by the City of Milton Staff)

Proposed Participant Fee \$ _____ per ^{session} _____

If other, please describe: ^{N/A} _____

Instructor Fee \$ ⁵⁰ _____ per Hour/Class/Session ^{Per Class} _____

Instruction/Needs of Participants

Note any information that would be useful to the participants. Take into consideration factors such as weather (cold, hot, wet), time of day, specific supplies, or equipment needed, and certifications.

Great Attitude

Supplies and Equipment

List supplies needed (art supplies, restroom facilities, uniforms, balls, arts and crafts, food/snacks, tables, chairs, water, etc.)

1. Bar Bells (Floating) _____
2. Noodles _____
3. Stereo System _____
4. _____
5. _____

EXHIBIT B
LIABILITY WAIVER & RELEASE FORM FOR SUB-CONTRACTORS

As noted in the City of Milton Parks and Recreation Department Instructor Contract, the Contractor shall be required to have any and all individuals performing instructor services on its behalf to execute the Waiver of Liability and Indemnification Form (Exhibit "B") prior to their performance of any instructor services pursuant to this Contract. **WAIVER OF LIABILITY AND INDEMNIFICATION.**

Contractor hereby assumes all responsibility for, and risks and hazards of or related to, its involvement in the activities that it is scheduled to instruct for the City of Milton. In consideration of the City of Milton providing permission to use City facilities and resources to conduct Contractor's program(s), Contractor, and all officers, employees, agents, and subcontractors of Contractor who may perform work for Contractor under the terms of this contract, do hereby agree to indemnify and hold harmless the City of Milton, including all of its officials, officers, employees, agents, sponsors, organizers, supervisors, volunteers, and participants, of any and all claims, demands, liabilities, losses, expenses (including expenses of litigation and attorney's fees), and causes of action of whatever kind and nature ("Claims"), including, but not limited to, Claims for injury to person or property, arising out of or related to Contractor's performance of the services and activities provided hereunder; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries. Contractor hereby gives the City of Milton permission to take photographs of Contractor or photographs in which Contractor may be involved with others without compensation to Contractor. These photographs may be used by the City for promotional and information purposed in print, on the City website and in other media. Contractor hereby acknowledges that it has been made aware of Georgia's Child Abuse Reporting Law (O.C.G.A. § 19-7-5), that it will complete training as provided by the City, and that it will adhere to the requirements of the law. Contractor understands that it is its responsibility to inform its sub-contractors of the law and their role as it pertains to them and will verify same in writing to City officials.

INSTRUCTOR SIGNATURE:

By: Corin Kievman

Date: 5-15-24

Name (Print/Type):

Corin Kievman

Company Name (If Differs from Contractor):

Program:

See Instructor Services

Corin Kievman