

**CITY OF BEAUMONT
COMMUNITY SERVICES DEPARTMENT
AGREEMENT FOR SERVICES**

This Agreement is made and entered into as of the first day of _____ by and between the City of Beaumont, hereinafter referred to as "BEAUMONT" and _____ hereinafter referred to as "the Contractor."

WITNESSETH AS FOLLOWS:

SECTION 1 - RECITALS:

- 1.1 BEAUMONT provides recreational opportunities and maintains facilities suitable for various programs and classes that may be offered by members of the public.
- 1.2 The Contractor has specialized knowledge and skills in his/her field and desires to use BEAUMONT facilities to teach classes.

SECTION 2 – CONTRACTOR SCOPE OF SERVICES:

- 2.1 Contractor shall provide classroom instruction in the area of _____.
- 2.2 Contractor shall give notice of cancellation to BEAUMONT at least three business days prior to any cancellation of class.
- 2.3 Contractor shall contact BEAUMONT within 48 hours of cancellation and provide a makeup date for any cancelled class.
- 2.4 Contractor shall arrive on site 15 minutes prior to start of class.
- 2.5 Contractor may only allow registered participants to participate in the class.

SECTION 3 – BEAUMONT RESPONSIBILITIES:

- 3.1 BEAUMONT agrees to promote Contractor's class, provide a facility for Contractor and maintain enrollment and payment records for all classes.

- 3.2 BEAUMONT will provide a class roster to the Contractor.
- 3.3 BEAUMONT shall provide 21 calendar days advance notice to Contractor of all mandatory meetings.
- 3.4 BEAUMONT is not responsible for any stored equipment/materials at any BEAUMONT facility.

SECTION 4 - CONDITIONS:

- 4.1 Subject to prior approval by the Community Services Director, the Contractor shall work during such hours as may be necessary to provide the approved and requested services. The Contractor may determine when such hours will be worked, and may vary such hours from time to time within the Contractor's sole discretion, provided that the goals and objectives of BEAUMONT are not thereby impeded or disrupted and facilities remain available.
- 4.2 During the term of this Agreement, the Contractor shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of the Contractor's duties under this Agreement.
- 4.3 Contractor shall be required to attend all mandatory meetings.
- 4.4 Soliciting participants and/or their families for commercial or private purposes by the Contractor is strictly prohibited. The Contractor shall not change, accept, charge, or receive compensation of any kind or nature from any person registered in a BEAUMONT class.

SECTION 5 – COMPENSATION

- 5.1 For services rendered pursuant to this Agreement, the Contractor shall be compensated at the rate of 70% of activity fee revenue, from class registration, less refunds or credits.
- 5.2 The Contractor is responsible for obtaining and supplying all materials, supplies and equipment necessary to provide the service. The Contractor shall submit for approval by BEAUMONT any cost (uniforms, costumes, materials, supplies, etc.) above the initial registration fee before any charges are required of the students. The Contractor

is also responsible for the care of all BEAUMONT owned equipment, supplies, and property.

- 5.3 It shall be the responsibility of the Contractor to properly report all monies earned as a result of work done for BEAUMONT to the State and Federal Governments. BEAUMONT shall distribute Internal Revenue Form 1099 to the Federal and State Governments describing monies earned by all Contractors. Contractors shall receive a copy for tax purposes.

SECTION 6 - GENERAL PROVISIONS:

- 6.1 Independent Contractor: It is understood and agreed that Contractor and any subcontractors hired by Contractor are, and at all times shall be, independent contractors and nothing contained herein shall be construed as making Contractor or any individual whose compensation for services is paid by Contractor, an agent or employee of BEAUMONT, or authorizing Contractor to create or assume any obligation or liability for or on behalf of BEAUMONT. It is understood that the Contractor is not eligible to lay claim to benefits from retirement, Social Security, PERS, State Unemployment Insurance, Workers Compensation, or to other such benefits reserved for employees of the City. Contractor shall be responsible for paying his/her own medical bills for any personal illness or injuries occurring during the term of this contract.
- 6.2 Contractor shall not have any authority or purport to have any authority to enter into any agreement or other arrangement whereby BEAUMONT would incur any obligation, financial or otherwise, to any third party.
- 6.3 Finger printing is required by California Public Resource Code Section 5164 for all instructors of youth classes. If Contractor will instruct youth 17 years of age or younger, all Contractors and Subcontractors must be fingerprinted. The cost of fingerprinting is paid by the Contractor.
- 6.4 Restrictions on BEAUMONT or City Employees. The Contractor shall not employ any City of Beaumont employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- 6.5 Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the

interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

- 6.6 **Time of Essence.** Time is of the essence for each and every provision of this Agreement.
- 6.7 **BEAUMONT's Right to Employ Other Contractors.** BEAUMONT reserves the right to employ other contractors for other classes.
- 6.8 **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- 6.9 **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- 6.10 **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries of any right or obligation assumed by the parties.
- 6.11 **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.
- 6.12 **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.13 **Assignment or Transfer.** Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement, or any interest herein. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Notwithstanding anything to the contrary in this Agreement, Contractor shall not engage any subcontractor or volunteer to provide services hereunder unless approved by the City in writing and subject to an executed agreement substantially in the form of this Agreement.

SECTION 7 – TERM:

- 7.1 This agreement shall be effective on the date signed by BEAUMONT and continue for a period of three (3) years. Thereafter, this agreement shall automatically renew for successive one (1) year periods, for no more than two (2) years.
- 7.2 This Agreement may be terminated at any time by either party hereto for any reason or no reason without fault on the part of the other party on 24 hours' notice. Notice of termination shall be given in writing and may be delivered personally or by mail as follows:

City of Beaumont
Community Services Dept
550 East 6th Street
Beaumont, CA 92223

CONTRACTOR

SECTION 8 – INDEMNITY/INSURANCE:

- 8.1 **Indemnification and Hold Harmless:** Contractor agrees to indemnify, defend and save the City of Beaumont, and their agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claim to be caused by the negligent acts of Contractor, its agents or employees, or which arise out of a claim for unpaid federal or state taxes; and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, their agents or employees.
- 8.2 **Insurance Requirements:** The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the

course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized, and attached to this Agreement

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence / \$2,000,000 aggregate
Property Damage	\$500,000 per occurrence / \$500,000 aggregate

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City prior to the execution of this Agreement which shall be attached hereto as Exhibit "A". The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the City of Beaumont, it is agreed that the City of Beaumont, their officers, employees and agents are included as additional insureds under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Beaumont, its officers, employees and agents, under any third party liability policy

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance

in the amounts established.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed on the date first hereinabove written.

CITY OF BEAUMONT

Ashley Starr, Recreation Manager

CONTRACTOR:

Print Name and Title

Signature

EXHIBIT "A"

(Attach Worker's Compensation Insurance and Liability Insurance Certificate of Insurance and appropriate additional insured endorsement)