Independent Contractor Agreement

CITY OF SIERRA MADRE
COMMUNITY SERVICES DEPARTMENT
611 E. Sierra Madre Blvd.
Sierra Madre, CA 91024
(626) 355-5278

The following constitutes an agreement between the City of Sierra Madre (herein after "The City") and _____ a skilled self-employed Independent Contractor/Instructor (hereafter "Contractor") to provide instructional services for the _____ classes hereby agreed upon a schedule and set forth in the recreation schedule of classes and incorporated herein.

The Contractor shall provide his/her own personal tools and supplies at his/her own cost unless previous arrangements are made with the City, and shall coordinate all media and publicity activities with department seeing this contract.

I. COMPENSATION

The City agrees to pay the contractor 65% of the registration based on the class participants. Payments will be processed three weeks after the class session begins. The remaining 35% will be used to cover costs of brochures, facilities, registration and ActiveNet processing fees.

Contractor will only be paid for that part of the contract which he/she fulfills. If a class, program or event does not take place a make-up date will not be scheduled. A credit for the missed day will be added to the participants account to use within a year.

Both parties agree that the contractor is an independent contractor and not an employee, and is therefore not eligible to lay claim to benefits, Social Security, PERS, and State Unemployment Insurance, Workers Compensation or those benefits reserved for employees of the City. Each contractor must fill out a W-9 form and is responsible for any and all taxes on income hereunder paid to the contractor on the basis of the 1099 form sent by the City.

The contractor is required to obtain a City of Sierra Madre Business License and renew each year.

II. ENROLLMENT

Contractor agrees to conduct such classes of a minimum of six or more students officially enrolled in the course by the first day of course instructions. Please note if there is a maximum enrollment for such class: class my not exceed _____ persons.

All class registration takes place through the Community Services Department. Contractors may not collect money or registration forms. If this takes place, contractor may lose the right to teach in Sierra Madre. Participants that have not paid may not participate. Each course / activity is sold as a unit. Participants must pay the full fee.

The contractor is responsible for taking class attendance. All participants must be registered prior to attending a class session.

III. CONTRACT TERMINATION

The City may, at its sole discretion and without cause, terminate this agreement at any time by giving ten (10) days prior written notice to the Instructor.

Both parties agree and understand contract may be terminated only under the following conditions: this contract may be canceled in the event that insufficient enrollments are taken or by failure of the Instructor to substantially perform the above described instructions.

IV. HOLD HARMLESS

The contractor shall indemnify, defend and save harmless City, officers and employees from and against any and all liability, expenses, including defense costs and legal fees , and claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage arising from or connected with the contractor's operations, or it's services hereunder, including and worker's compensation suits, liability, or expense, arising from or connected with the services performed on behalf of contractor by any person pursuant to this agreement.

V. INSURANCE

The Contractor understands that the City is in a self insured insurance pool known as the "California Joint Powers Insurance Authority" refereed to as the CJPIA. The CJPIA is the Insurance Company for the City and not the Insurance carrier for the people or businesses with whom we contract. Therefore, the City insurance company will not defend or pay out on claims brought against a Contractor of the City. Inasmuch, the Contractor must obtain the following insurance(s):

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than $1,000,000 per occurrence.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident for all covered losses. However, this requirement shall not apply if Instructor has no employees.

(c) Automotive Insurance. A policy of automobile Liability insurance written on a per occurrence basis shall not be required as Instructor is not required to use an automobile in connection with the services provided hereunder.

VI. FINGERPRINTING

Contractors are required to submit to the City their fingerprints via Live Scan and for obtaining a criminal background check on their own. This acts as authorization from the Contractor for the City to then obtain directly their criminal background information. All applicable fees associated with the Live Scan are payable by the Contractor.

VII. EXECUTION

Contractor has sole legal responsibility to remit all federal and state income and social security taxes, to provide for his/her own workers compensation, unemployment insurance and liability coverage.

As a Contractor, I have also evaluated the inherent risk involved in operating my activity and have sufficient insurance.

The Contractor certifies that he/she is qualified to perform the services described above.

The undersigned has read, understands and agrees to be bound by all of the terms as set forth herein and set forth in the services described in the contract.

Executed by the parties here on _____.
DATE

CONTRACTOR	CITY OF SIERRA MADRE
PRINT NAME	PRINT NAME
CONTRACTOR'S SIGNATURE	COMMUNITY SERVICES SUPERVISOR SIGNATURE
CITY, STATE, ZIP	DATE
EMAIL ADDRESS	
PHONE	