



## Administrative Policy

<b>Title: Parks &amp; Recreation Independent Contractor Instructor Agreements Administrative Policy</b>				
<b>Administered By: Library &amp; Recreation Services (Recreation)</b>				
<b>New Policy No.</b>	<b>Issue Date (Last Revised)</b>	<b>Renumber Date</b>	<b>Department Head Approved</b>	<b>City Manager Approved</b>
06400.003	04-07-10 (N/A)	01-03-17		



This Policy had been numbered Policy 500.02. Effective on the Renumber Date noted above, this Policy is hereby renumbered as the Policy Number noted above.

The latest version of the Policy is attached hereto and incorporated herein by reference.

Attachment: Policy 500.02  
Issued: 04-07-10  
Revised: N/A



## ADMINISTRATIVE POLICY

Policy: Parks and Recreation Independent Contractor Instructor Agreements Administrative Policy					
Responsible Department: Parks and Community Service					
Section No.	Policy No.	Issue Date	Revision Date	Dept. Head Approved	City Manager Approved
500	02	04/7/10			

### Independent Contractor Instructor Agreements ADMINISTRATIVE POLICY

The Corona Municipal Code prohibits the "Sale of Goods" or solicitation for sale of goods, wares, commodities, services or any other thing without the written authorization from the Director, including, but not limited to, sales activities that (i) use park property or facilities to complete the terms of sale; (ii) provide a service as a result of the sale; or (iii) affect park operations, facilities use or visitor safety. Under current policy, in order for an individual or business to operate in a city park or facility, the group must either: (1) enter into an Independent Contractor Instructor Agreement; or (2) request use of the facility through a Facility Application, pay a daily fee and receive approval to conduct the program on City property.

In accordance with City policy the following independent contractor instructor agreement options have been established for individuals or businesses requesting authorization to conduct programs, classes and activities on City property:

**Option 1 – NO BENEFITS CONTRACT**

A "No Benefits Contract" consists of an agreement between the City of Corona and an individual or business to conduct certain services, activities or programs approved by the Director on a pre-reserved portion of a City park or outdoor facility. The "No Benefits" contract agreement consists of authorization to utilize outdoor space in the park with no direct benefit of promotion or advertisement by the City, including in City publications. All payments for services and management of the program remain the full responsibility of the individual or business. The decision to enter into an agreement with an individual or business shall be within the discretion of the Director of Parks and Community Services.

The Director will consider entering into an agreement with an individual or business if the following requirements are met:

1. Individual or business can provide insurance in the amount of \$1,000,000 and name of the City of Corona as an additional insured by endorsement.
2. Individual or business has an active City of Corona Business License
3. Individual or business agrees to pay a percentage amount of *no less than* 10% to City per each person registered, per lesson, per session, or per month, as determined by the Director. The percentage amount paid to City will be applied to help off-set costs to manage the contract program and to maintain the property.
4. Individual or business agrees to the review, inspection, copying and audit of all records at any time and for three (3) years after final payment under the agreement.
5. Individual or business agrees to pay percentage to City by the tenth of each month.
6. Individual or business agrees to the outdoor location recommended by City staff and understands the "No Benefits" contract is only available to contractors utilizing outdoor space.
7. Individual or business agrees to maintain the reserved park space at all times while utilizing the outdoor location
8. The service, activity or program meets the following criteria within the reasonable discretion of the Director: (1) it does not compete with existing programs; (2) it does not conflict with other users of the park; (3) it is not inappropriate for youth and families to be exposed to, either through site or hearing; (4) it does not impact or burden park property or facilities beyond what is normally expected to occur within a public park; and (5) it is consistent with typical public park uses (e.g. individual or small group sporting activities; walking, jogging, other fitness activities, and certain crafts that can easily be performed outdoors..
9. Individual or business understands that a request for an Independent Contract Instructor Agreement does not constitute a legal agreement between the City and individual or business.
10. Individual or business agrees to all terms listed in the Independent Contract Instructor Agreement, including agreeing to a fingerprint/criminal history investigation pursuant to Live Scan.

If an applicant disagrees with the Director's determination, he or she may appeal such decision to the City Manager, whose decision shall be final.

### **Option 2 – FULL BENEFITS CONTRACT**

A "Full Benefits Contract" consists of an agreement between the City of Corona and an individual or business to conduct programs, classes or activities on City or business properties. The "Full Benefits" contract agreement consists of the full benefits of the Contract Class Program including, but not limited to, advertisement of classes in the City's Recreation Program Guide, on City web site and other media outlets. In addition, the City would accept payment of program fees from customers and process a check to the instructor or business for the agreed upon percentage at the conclusion of the class. The decision to

enter into an agreement with an individual or business shall be within the discretion of the Director of Parks and Community Services. City will consider entering into an agreement with an individual or business if the following requirements are met:

1. Individual or business can provide insurance (if required) in the amount of \$1,000,000 and name the City of Corona as an additional insured by endorsement.
2. Individual or business has an active City of Corona Business License
3. Individual or business agrees to a percentage of no less than 60 percent from City of Corona. The percentage amount retained by City will be applied to help off-set costs to manage the contract instructor program and to maintain the property.
4. Individual or business agrees to permit the City to advertise the class or program in City marketing pieces such as the Recreation Program Guide, City web site and other marketing pieces or media outlets. Individual or business agrees to attain approval from City for all other marketing materials they choose to circulate at their expense.
5. Individual or business agrees to the facility location recommended by City staff and to maintain the facility to the City standard.
6. Individual or business understands that a request for an Independent Contract Instructor Agreement does not constitute a legal agreement between the City and individual or business.
7. Individual or business agrees to all terms listed in the Independent Contract Instructor Agreement, including agreeing to a fingerprint/criminal history investigation pursuant to Live Scan.

G: Contract Classes/Independent Contract Instructor Agreement Policy APPROVED 4-2010