

RESOLUTION 2026-100

**A RESOLUTION APPROVING A CONTRACT WITH SAVANNAH
HATFIELD FOR ZUMBA GOLD CLASSES FOR A ONE YEAR TERM**

WHEREAS, the City of West Branch, Iowa is interested in outsourcing the instruction of a Zumba Gold Class at Town Hall, 115 N 1st St., West Branch, Iowa for a one year term; and

WHEREAS, the City Council has a desire to enter into an agreement with Savannah Hatfield, independent contractor to perform class instruction (see Exhibit A); and

WHEREAS, Hatfield will provide the necessary equipment for performance of the class. Hatfield is also responsible for her own insurance and is required to have Proof of Insurance provided to the City at least 2 weeks prior to the start of class.

WHEREAS, the agreement states that classes will be held at the above location starting October 5, 2026 from 6:00pm – 7:00pm and continuing every Monday and Wednesday at this time except for federal holidays through September of 2027; and

WHEREAS, Hatfield will be compensated for the Instruction at a rate of \$200 per month and will provide a monthly invoice to the City of West Branch for payment.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, hereby approves a service contract with Savannah Hatfield for instruction of a Zumba Gold class at Town Hall for the above one year term to run from October 5, 2026 to September 2027.

Passed and approved this 21st day of September, 2026.


Roger Laughlin, Mayor

ATTEST:


Alycia A Friis, City Clerk

City of West Branch INSTRUCTION CONTRACT

This contract (the "Agreement") is made on this day of **September 1, 2026**, between The City of West Branch ("City) and **Savannah Hatfield** (the "Instructor") for the hiring of the Instructor as independent contractors to provide **Zumba Gold** (the "Show") for the City at **Town Hall** (the "Venue"), located at the address **113 N 1st Street**.

It is agreed as follows:

1. Place, date, and time of Show. The parties agree that the time and place will be at Town Hall, located at the address **113 N First Street, West Branch, IA**, starting **October 5, 2026 from 6:00pm-7:00pm and continuing every Monday and Wednesday at this time except for federal holidays through September of 2027.**

2. Description of Class. Zumba Gold

Zumba Gold is a high-energy dance workout with modified moves that are perfect for active older adults (ages 50+, but everyone is welcome!) These classes are an hour long and focus on a variety of fitness elements including cardiovascular health, muscular conditioning, flexibility and balance! Here's a link to learn more about Zumba Gold!

<https://www.zumba.com/en-US/blog/zumba-gold-fun-and-fitness-for-seniors>

3. Payment. Compensation for the Instruction will be **\$200** per month, payable by **check** being the "Fee". **Instructor will provide a monthly invoice to the City of West Branch for payment.**

4. Cancellation. Cancellation may be made by the City two days prior to the start of the first session of **Zumba Gold** due to lack of participation. The City is unable and therefore will not pay funds if the instruction is not performed for any reason.

5. Force Majeure. In the event **Zumba Gold** cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of the Instructor, the parties may negotiate a substitute Zumba Gold on the same terms as this Agreement save for the time of Fitness Instruction, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.

6. Equipment. The Instructor is responsible for providing all equipment required to complete the performance.

7. Insurance, Security, Health, and Safety. The Instructor is required to have Proof of Insurance and provide to the City at least 2 weeks prior to the start of class. Insurance documents must show coverage for any and all damage and equipment as well as any personal injury that may be incurred as a result of the scheduled Zumba Gold. The City

warrants that the Venue will be of sufficient size to safely conduct Zumba Gold, that the Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary.

8. **Indemnification.** The City indemnifies and holds the Instructor harmless for any claims of property damage or bodily injury caused by Show attendees. The Instructor indemnifies and holds the City harmless for any claims of property or bodily injury caused by performance in the Show.

9. **Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

10. **Interpretation.** Agreement will be interpreted according to the laws of Iowa.

11. **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to the Instructor or City, as judged by the City. All riders must be in writing and signed by the party against whom enforcement is sought.

The below-signed the Instructor or Representative warrants s/he has authority to enforceable sign this agreement for the Instructor in its entirety. The below signed the City's Representative warrants s/he has authority to bind the City and Venue.

Signature of Instructor: *Savannah Hatfield*

Instructor typed name: Savannah Hatfield

Instructor Address:

109 Bickford Dr., West Branch, IA 52358

Instructor Phone #: 319-430-4749

Instructor Email: savannahrsexton@gmail.com

City's Representative Signature:

Roger Laughtlin

City's Representative typed name and title:

Roger Laughtlin - Mayor