

**AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
CALIFORNIA SPORTS CENTER**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and California Sports Center, a California Corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions

of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

**2. TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on September 1, 2018 and terminate on December 31, 2018.

**3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

**4. WARRANTY**

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

**5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE**

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

**6. COMPENSATION AND PAYMENT**

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is Ninety-Nine Thousand Dollars and Zero Cents (\$99,000.00), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at

Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

## **7. TERMINATION**

- A. Termination for Convenience. Both Parties shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

## **8. ASSIGNMENT AND SUBCONTRACTING**

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

## **9. NO THIRD PARTY BENEFICIARY**

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

## **10. INDEPENDENT CONTRACTOR**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

## **11. CONFIDENTIALITY OF MATERIAL**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed

or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

## **12. OWNERSHIP OF MATERIAL**

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

## **13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

## **14. HOLD HARMLESS/INDEMNIFICATION**

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner

arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor’s employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

- B. Contractor’s obligation to protect, defend, indemnify, and hold harmless in full City and City’s employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act (“Act”) and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor’s responsibilities under the Act.

**15. INSURANCE REQUIREMENTS**

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

**16. WAIVER**

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City’s review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

## 17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara  
Attention: Parks & Recreation  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [PRCustomerServe@santaclaraca.gov](mailto:PRCustomerServe@santaclaraca.gov), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Contractor addressed as follows:

California Sports Center  
838 Malone Road  
San Jose, CA 95125  
and by e-mail at [dpeterson@calsportscenter.com](mailto:dpeterson@calsportscenter.com)

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

## 18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

**19. CONFLICTS OF INTEREST**

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

**20. FAIR EMPLOYMENT**

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

**21. NO USE OF CITY NAME OR EMBLEM**

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

**22. GOVERNING LAW AND VENUE**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

**23. SEVERABILITY CLAUSE**

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

**24. AMENDMENTS**

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

**25. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

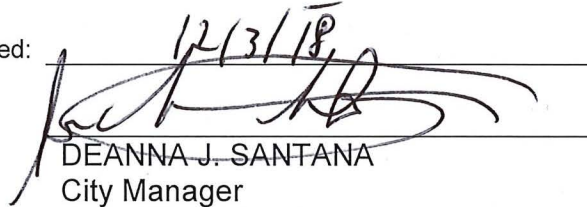
**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated:



BRIAN DOYLE  
City Attorney

12/31/18  


DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**CALIFORNIA SPORTS CENTER**  
a California corporation

Dated: 10/31/2018

By (Signature): 

Name: David Peterson

Title: Owner/Operator

Principal Place of 838 Malone Road

Business Address: San Jose, CA 95125

Email Address: mpitts@calsportscenter.com 

Telephone: (408) 269-2777

Fax: (408) 269-5430

"CONTRACTOR"



## EXHIBIT A SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

Contractor shall provide a turn-key gymnastics program with experienced coaching staff to introduce the basic and creative fundamentals of recreational gymnastics. Incorporating all skill levels, instruction focuses on a variety of skill sets including tumbling, balance beam, floor exercises, bars, vault and any other additional gymnastics related gymnastics skills. Below is a list of class offerings descriptions.

**Boys' Advanced Rec:** Students enjoy learning increasingly challenging skills equivalent to our compulsory competitive levels. This class is designed for students who do not wish to do competitive gymnastics, but want to develop more advanced skills.

**Boys' Intermediate I & II:** Students are required to pass the skills and routine evaluations of the previous level, and must receive approval from a staff member(s) before moving into this class.

**Boys' Rec FUNdamentals:** Class activities focus around a skill card and learning to perform basic routines on the 4 women's and 6 men's events. In addition, trampoline skills, strength development, and flexibility are integral parts for students at this level.

**Girls' Advanced Rec:** Students enjoy learning increasingly challenging skills equivalent to our compulsory competitive levels. This class is designed for students who do not wish to do competitive gymnastics, but want to develop more advanced skills.

**Girls' Intermediate I & II:** Students are required to pass the skills and routine evaluations of the previous level, and must receive approval from a staff member(s) before moving into this class.

**Girls' Rec FUNdamentals:** Class activities focus around a skill card and learning to perform basic routines on the 4 women's and 6 men's events. In addition, trampoline skills, strength development, and flexibility are integral parts for students at this level.

**Gymnastics Camp, Winter:** Looking for a way to keep busy during your school break? The City of Santa Clara and the California Sports Center will be offering daily gymnastics camps. The camp will meet at Earl Carmichael Park each day and will consist of fun indoor and outdoor activities focused around gymnastics.

**Hot Shots:** These classes are invite-only, for children who our staff feels should begin training for our competitive teams. Call (408) 615-3199 for more information about team development and CSC competitive teams.

**Parent-Tot Gym:** Instructors introduce a range of engaging movements and motor skills which develop into basic gymnastics skills as students' progress. Major class milestones typically include learning to hop on two feet, hanging and supporting with the arms, becoming comfortable upside down (rolling), and performing basic gymnastic shapes (tuck, straddle, pike, stretch, arch, and "ta-da!" landings). Instructors also focus on social interaction, following directions, and readiness for Tiny Tots. Parents are required to participate and should be dressed appropriately for activity. No other children are allowed in the facility during class.

**Parents Night Out:** Kids, while your parents enjoy a night out, come to the gym and have some fun. We will eat pizza, play games, build forts, jump on the trampoline and have tons of fun.

**Pre-Rec:** This class is an introduction to fundamental core gymnastics skills and the Olympic events. Instructors introduce specific skills and basic rec skills to prepare participants for our recreational classes. This is a focused class that may provide the opportunity for team development.

**Pre-Team:** These classes are invite-only, for children who our staff feel should begin training for our competitive teams. Call (408) 615-3199 for more information about team development and CSC competitive teams.

**Super Kids (Girls Only):** These classes are invite-only, for children who our staff feel should begin training for our competitive teams. Call (408) 615-3199 for more information about team development and CSC competitive teams.

**Tiny Tots Gym:** An introduction to each gymnastics apparatus will be utilized, with an emphasis on creative movement activities and organized circuit play. Instructors will lead a warm-up, followed by rotations around event and skill circuits, where students may learn a wide array of fundamental movements and positions. Students participate without their parents.

**Tumble Tots Gym:** Students continue to develop strength, coordination, balance, and flexibility utilizing themed skill circuits and exciting gymnastics-based activities. Continuing students will refine the fundamentals they were introduced to in Tiny Tots and enjoy new challenges to help prepare them for Pre-Rec. Students participate without their parents.

**Tumbling & Trampoline:** Tumbling & Trampoline students learn skills progressively from basics up through flipping skills. Safe trampoline use is emphasized.

The number of classes, participant age, minimum/maximum participation (class size), session dates, class duration, and times are summarized in the table below.

Activity Number	Number of Meeting Dates	Minimum Age	Maximum Age	Minimum Participants	Maximum Participants	Default First Date	Default Last Date	Default Days of Week, Start Time, and Duration
14238	8	7yr	19yr	2	10	9/6/2018	10/25/2018	Thu, 5:00 PM, 1h25m
14240	7	7yr	19yr	2	10	11/1/2018	12/20/2018	Thu, 5:00 PM, 1h25m
14241	9	7yr	19yr	2	10	10/30/2018	12/18/2018	Tue, 5:00 PM, 1h25m
14243	8	6yr	19yr	2	10	9/5/2018	10/24/2018	Wed, 4:30 PM, 55m
14244	8	6yr	19yr	2	10	9/6/2018	10/25/2018	Thu, 4:30 PM, 55m
14245	9	6yr	19yr	2	10	10/30/2018	12/18/2018	Tue, 5:30 PM, 55m
14246	9	6yr	19yr	2	10	10/31/2018	12/19/2018	Wed, 4:30 PM, 55m
14247	7	6yr	19yr	2	10	11/1/2018	12/20/2018	Thu, 4:30 PM, 55m
14250	8	6yr	19yr	2	9	9/5/2018	10/24/2018	Wed, 5:30 PM, 55m
14251	8	6yr	19yr	2	9	9/6/2018	10/25/2018	Thu, 3:30 PM, 55m
14252	8	6yr	19yr	2	9	9/8/2018	10/27/2018	Sat, 10:00 AM, 55m
14253	9	6yr	19yr	2	9	10/30/2018	12/18/2018	Tue, 4:30 PM, 55m
14254	8	6yr	19yr	2	9	10/30/2018	12/18/2018	Tue, 3:30 PM, 55m
14255	8	6yr	19yr	2	9	10/31/2018	12/19/2018	Wed, 5:30 PM, 55m

14256	7	6yr	19yr	2	9	11/3/2018	12/22/2018	Sat, 10:00 AM, 55m
14257	8	6yr	19yr	2	9	9/5/2018	10/24/2018	Wed, 3:30 PM, 55m
14258	8	6yr	19yr	2	9	10/31/2018	12/19/2018	Wed, 3:30 PM, 55m
14259	7	6yr	19yr	2	9	11/1/2018	12/20/2018	Thu, 3:30 PM, 55m
14261	8	7yr	19yr	2	10	9/6/2018	10/25/2018	Thu, 4:30 PM, 1h55m
14262	8	7yr	19yr	2	10	9/7/2018	10/26/2018	Fri, 4:30 PM, 1h55m
14264	7	7yr	19yr	2	10	11/1/2018	12/20/2018	Thu, 4:30 PM, 1h55m
14265	7	7yr	19yr	2	10	11/2/2018	12/21/2018	Fri, 4:30 PM, 1h55m
14266	8	7yr	19yr	2	10	9/8/2018	10/27/2018	Sat, 12:00 PM, 1h30m
14267	7	7yr	19yr	2	10	11/3/2018	12/22/2018	Sat, 12:00 PM, 1h30m
14273	8	6yr	19yr	2	10	9/4/2018	10/23/2018	Wed, 4:30 PM, 55m
14272	8	6yr	19yr	2	10	9/5/2018	10/24/2018	Wed, 3:30 PM, 55m
14273	8	6yr	19yr	2	10	9/5/2018	10/24/2018	Wed, 4:30 PM, 55m
14274	8	6yr	19yr	2	10	9/5/2018	10/24/2018	Wed, 5:30 PM, 55m
14275	8	6yr	19yr	2	10	9/7/2018	10/26/2018	Fri, 6:30 PM, 55m
14276	8	6yr	19yr	2	10	9/6/2018	10/25/2018	Thu, 5:30 PM, 55m
14277	8	6yr	19yr	2	10	9/7/2018	10/26/2018	Fri, 4:30 PM, 55m

14278	8	6yr	19yr	2	10	9/8/2018	10/27/2018	Sat, 10:00 AM, 55m
14280	8	6yr	19yr	2	10	9/8/2018	10/27/2018	Sat, 1:00 PM, 55m
14281	8	6yr	19yr	2	10	10/29/2018	12/17/2018	Mon, 3:30 PM, 55m
14282	8	6yr	19yr	2	10	10/29/2018	12/17/2018	Mon, 5:30 PM, 55m
14283	7	6yr	19yr	2	10	11/1/2018	12/20/2018	Thu, 5:30 PM, 55m
14284	10	6yr	19yr	2	10	10/30/2018	12/18/2018	Tue, 5:30 PM, 55m
14285	9	6yr	19yr	2	10	10/30/2018	12/18/2018	Tue, 4:30 PM, 55m
14286	9	6yr	19yr	2	10	10/31/2018	12/19/2018	Wed, 3:30 PM, 55m
14287	9	6yr	19yr	2	10	10/31/2018	12/19/2018	Wed, 4:30 PM, 55m
14288	9	6yr	19yr	2	10	10/31/2018	12/19/2018	Wed, 5:30 PM, 55m
14289	7	6yr	19yr	2	10	11/2/2018	12/21/2018	Fri, 4:30 PM, 55m
14290	7	6yr	19yr	2	12	11/3/2018	12/22/2018	Sat, 10:00 AM, 55m
14291	8	6yr	19yr	2	10	10/29/2018	12/17/2018	Mon, 4:30 PM, 55m
14292	7	6yr	19yr	2	10	11/3/2018	12/22/2018	Sat, 1:00 PM, 55m
14293	7	6yr	19yr	2	10	11/2/2018	12/21/2018	Fri, 6:30 PM, 55m
14296	8	6yr	16yr	2	9	10/30/2018	12/18/2018	Tue, 5:30 PM, 55m
14300	8	6yr	16yr	2	9	9/5/2018	10/24/2018	Wed, 3:30 PM, 55m

14301	8	6yr	16yr	2	9	9/5/2018	10/24/2018	Wed, 4:30 PM, 55m
14302	8	6yr	16yr	2	9	9/6/2018	10/25/2018	Thu, 3:30 PM, 55m
14303	8	6yr	16yr	2	9	9/6/2018	10/25/2018	Thu, 5:30 PM, 55m
14304	8	6yr	16yr	2	11	9/7/2018	10/26/2018	Fri, 4:30 PM, 55m
14305	8	6yr	16yr	2	9	9/8/2018	10/27/2018	Sat, 10:00 AM, 55m
14306	8	6yr	16yr	2	9	9/8/2018	10/27/2018	Sat, 11:00 AM, 55m
14307	8	6yr	16yr	2	9	9/8/2018	10/27/2018	Sat, 1:00 PM, 55m
14308	8	6yr	16yr	2	9	10/29/2018	12/17/2018	Mon, 5:30 PM, 55m
14309	8	6yr	16yr	2	9	10/29/2018	12/17/2018	Mon, 3:30 PM, 55m
14310	8	6yr	16yr	2	9	10/29/2018	12/17/2018	Mon, 4:30 PM, 55m
14311	7	6yr	16yr	2	9	11/3/2018	12/22/2018	Sat, 2:00 PM, 55m
14312	8	6yr	16yr	2	9	10/30/2018	12/18/2018	Tue, 3:30 PM, 55m
14313	8	6yr	16yr	2	9	10/30/2018	12/18/2018	Tue, 4:30 PM, 55m
14314	8	6yr	16yr	2	9	10/31/2018	12/19/2018	Wed, 3:30 PM, 55m
14315	8	6yr	16yr	2	9	10/31/2018	12/19/2018	Wed, 4:30 PM, 55m
14316	7	6yr	16yr	2	9	11/1/2018	12/20/2018	Thu, 3:30 PM, 55m
14317	7	6yr	16yr	2	9	11/1/2018	12/20/2018	Thu, 5:30 PM, 55m

14318	7	6yr	16yr	2	11	11/2/2018	12/21/2018	Fri, 4:30 PM, 55m
14319	7	6yr	16yr	2	9	11/2/2018	12/21/2018	Fri, 6:30 PM, 55m
14320	7	6yr	16yr	2	9	11/3/2018	12/22/2018	Sat, 10:00 AM, 55m
14321	7	6yr	16yr	2	9	11/3/2018	12/22/2018	Sat, 11:00 AM, 55m
14322	7	6yr	16yr	2	9	11/3/2018	12/22/2018	Sat, 1:00 PM, 55m
14323	8	6yr	16yr	2	9	9/7/2018	10/26/2018	Fri, 6:30 PM, 55m
14324	8	6yr	16yr	2	9	9/8/2018	10/27/2018	Sat, 2:00 PM, 55m
14325	1	3yr	17yr	3	24	12/26/2018	12/26/2018	Wed, 9:00 AM, 5h
14326	1	3yr	17yr	3	24	12/27/2018	12/27/2018	Thu, 9:00 AM, 5h
14327	1	3yr	17yr	3	24	12/28/2018	12/28/2018	Fri, 9:00 AM, 5h
14328	1	3yr	17yr	3	24	12/26/2018	12/26/2018	Wed, 9:00 AM, 3h
14329	1	3yr	17yr	3	24	12/27/2018	12/27/2018	Thu, 9:00 AM, 3h
14330	1	3yr	17yr	3	24	12/28/2018	12/28/2018	Fri, 9:00 AM, 3h
14331	16	6yr	10yr	2	12	9/5/2018	10/26/2018	Wed, 3:30 PM, 1h55m / Fri, 3:30 PM, 1h55m
14332	16	6yr	10yr	2	12	10/31/2018	12/21/2018	Wed, 3:30 PM, 1h55m / Fri, 3:30 PM, 1h55m
14338	8	1yr 6mo	4yr	2	10	10/30/2018	12/18/2018	Tue, 9:00 AM, 45m

14339	8	1yr 6mo	4yr	2	10	10/31/2018	12/19/2018	Wed, 9:00 AM, 45m
14340	8	1yr 6mo	4yr	2	10	9/6/2018	10/25/2018	Thu, 10:00 AM, 45m
14341	8	1yr 6mo	4yr	2	10	9/7/2018	10/26/2018	Fri, 5:30 PM, 45m
14342	8	1yr 6mo	4yr	2	10	9/8/2018	10/27/2018	Sat, 9:00 AM, 45m
14343	8	1yr 6mo	4yr	2	10	9/8/2018	10/27/2018	Sat, 11:00 AM, 45m
14345	8	1yr 6mo	4yr	2	10	10/29/2018	12/17/2018	Mon, 10:00 AM, 45m
14346	8	1yr 6mo	4yr	2	10	10/30/2018	12/18/2018	Tue, 10:00 AM, 45m
14347	7	1yr 6mo	4yr	2	10	11/1/2018	12/20/2018	Thu, 9:00 AM, 45m
14348	7	1yr 6mo	4yr	2	10	11/2/2018	12/21/2018	Fri, 9:00 AM, 45m
14349	7	1yr 6mo	4yr	2	10	11/2/2018	12/21/2018	Fri, 5:30 PM, 45m
14350	7	1yr 6mo	4yr	2	10	11/3/2018	12/22/2018	Sat, 9:00 AM, 45m
14351	8	1yr 6mo	4yr	2	10	11/3/2018	12/22/2018	Sat, 11:00 AM, 45m
14353	8	1yr 6mo	4yr	2	10	10/29/2018	12/17/2018	Mon, 11:00 AM, 45m
14354	7	1yr 6mo	4yr	2	10	11/1/2018	12/20/2018	Thu, 10:00 AM, 45m
14355	1	3yr	16yr	5	40	12/8/2018	12/8/2018	Sat, 5:30 PM, 3h
14357	1	3yr	16yr	5	40	11/17/2018	11/17/2018	Sat, 5:30 PM, 3h
14362	8	5yr	7yr	2	9	9/5/2018	10/24/2018	Wed, 4:30 PM, 55m



14363	6	5yr	7yr	2	9	9/5/2018	10/24/2018	Wed, 5:30 PM, 55m
14364	8	5yr	7yr	2	9	9/6/2018	10/25/2018	Thu, 3:30 PM, 55m
14365	8	5yr	7yr	2	9	9/7/2018	10/26/2018	Fri, 4:30 PM, 55m
14366	8	5yr	7yr	2	9	9/8/2018	10/27/2018	Sat, 9:00 AM, 55m
14367	8	5yr	7yr	2	9	9/7/2018	10/26/2018	Fri, 5:30 PM, 55m
14368	8	5yr	7yr	2	9	9/8/2018	10/27/2018	Sat, 12:00 PM, 55m
14371	8	5yr	7yr	2	9	10/29/2018	12/17/2018	Mon, 4:30 PM, 55m
14372	8	5yr	7yr	2	9	10/29/2018	12/17/2018	Mon, 5:30 PM, 55m
14373	9	5yr	7yr	2	9	10/30/2018	12/18/2018	Tue, 4:30 PM, 55m
14374	9	5yr	7yr	2	9	10/31/2018	12/19/2018	Wed, 4:30 PM, 55m
14375	9	5yr	7yr	2	9	10/31/2018	12/19/2018	Wed, 5:30 PM, 55m
14376	7	5yr	7yr	2	9	11/1/2018	12/20/2018	Thu, 3:30 PM, 55m
14377	7	5yr	7yr	2	9	11/1/2018	12/20/2018	Thu, 4:30 PM, 55m
14378	7	5yr	7yr	2	9	11/2/2018	12/21/2018	Fri, 4:30 PM, 55m
14379	7	5yr	7yr	2	9	11/3/2018	12/22/2018	Sat, 9:00 AM, 55m
14380	7	5yr	7yr	2	9	11/2/2018	12/21/2018	Fri, 5:30 PM, 55m
14381	7	5yr	7yr	2	9	11/3/2018	12/22/2018	Sat, 12:00 PM, 55m

14382	7	5yr	7yr	2	9	11/3/2018	12/22/2018	Sat, 1:00 PM, 55m
14383	21	6yr	16yr	2	12	9/10/2018	10/26/2018	Mon, 4:30 PM, 2h / Wed, 4:30 PM, 2h / Fri, 5:30 PM, 2h
14384	24	6yr	16yr	2	12	10/29/2018	12/21/2018	Mon, 4:30 PM, 2h / Wed, 4:30 PM, 2h / Fri, 5:30 PM, 2h
14385	16	5yr	8yr	2	10	9/4/2018	10/25/2018	Tue, 4:30 PM, 55m / Thu, 4:30 PM, 55m
14386	15	5yr	8yr	2	10	10/30/2018	12/20/2018	Tue, 4:30 PM, 55m / Thu, 4:30 PM, 55m
14390	9	3yr	5yr	2	7	10/31/2018	12/19/2018	Wed, 10:00 AM, 45m
14394	9	3yr	5yr	2	7	10/30/2018	12/18/2018	Tue, 4:30 AM, 45m
14395	8	3yr	5yr	2	7	9/5/2018	10/24/2018	Wed, 10:00 AM, 45m
14396	8	3yr	5yr	2	7	9/5/2018	10/24/2018	Wed, 3:30 PM, 45m
14397	8	3yr	5yr	2	7	9/5/2018	10/24/2018	Wed, 5:30 PM, 45m
14398	8	3yr	5yr	2	7	9/6/2018	10/25/2018	Thu, 10:00 AM, 45m
14399	7	3yr	5yr	2	7	11/1/2018	12/20/2018	Thu, 10:00 AM, 45m
14400	8	3yr	5yr	2	7	9/6/2018	10/25/2018	Thu, 5:30 PM, 45m

14401	8	3yr	5yr	2	7	9/7/2018	10/26/2018	Fri, 5:30 PM, 45m
14402	7	3yr	5yr	2	7	9/8/2018	10/27/2018	Sat, 9:00 AM, 45m
14403	8	3yr	5yr	2	7	9/8/2018	10/27/2018	Sat, 10:00 AM, 45m
14404	8	3yr	5yr	2	7	10/29/2018	12/17/2018	Mon, 10:00 AM, 45m
14405	8	3yr	5yr	2	7	10/29/2018	12/17/2018	Mon, 11:00 AM, 45m
14406	8	3yr	5yr	2	7	10/29/2018	12/17/2018	Mon, 3:30 PM, 45m
14407	9	3yr	5yr	2	7	10/30/2018	12/18/2018	Tue, 10:00 AM, 45m
14408	9	3yr	5yr	2	7	10/30/2018	12/18/2018	Tue, 11:00 AM, 45m
14409	9	3yr	5yr	2	7	10/31/2018	12/19/2018	Wed, 3:30 PM, 45m
14410	9	3yr	5yr	2	7	10/31/2018	12/19/2018	Wed, 5:30 PM, 45m
14411	7	3yr	5yr	2	7	11/1/2018	12/20/2018	Thu, 11:00 AM, 45m
14412	7	3yr	5yr	2	7	11/1/2018	12/20/2018	Thu, 5:30 PM, 45m
14413	7	3yr	5yr	2	7	11/1/2018	12/20/2018	Thu, 3:30 PM, 45m
14414	7	3yr	5yr	2	7	11/2/2018	12/21/2018	Fri, 10:00 AM, 45m
14415	7	3yr	5yr	2	7	11/2/2018	12/21/2018	Fri, 5:30 PM, 45m
14416	8	3yr	5yr	2	7	9/7/2018	10/26/2018	Fri, 6:30 PM, 45m
14417	7	3yr	5yr	2	7	11/3/2018	12/22/2018	Sat, 9:00 AM, 45m

14418	7	3yr	5yr	2	7	11/3/2018	12/22/2018	Sat, 11:00 AM, 45m
14419	7	3yr	5yr	2	7	11/3/2018	12/22/2018	Sat, 12:00 PM, 45m
14420	7	3yr	5yr	2	7	11/3/2018	12/22/2018	Sat, 10:00 AM, 45m
14421	8	3yr	5yr	2	7	9/7/2018	10/26/2018	Fri, 3:30 PM, 45m
14422	7	3yr	5yr	2	7	11/1/2018	12/20/2018	Thu, 4:30 PM, 45m
14423	7	3yr	5yr	2	7	11/2/2018	12/21/2018	Fri, 3:30 PM, 45m
14424	7	3yr	5yr	2	7	11/2/2018	12/21/2018	Fri, 6:30 PM, 45m
14431	8	4yr	6yr	2	8	9/5/2018	10/24/2018	Wed, 3:30 PM, 45m
14433	8	4yr	6yr	2	8	9/6/2018	10/25/2018	Thu, 5:30 PM, 45m
14435	8	4yr	6yr	2	8	9/7/2018	10/26/2018	Fri, 5:30 PM, 45m
14436	8	4yr	6yr	2	8	9/7/2018	10/26/2018	Fri, 6:30 PM, 45m
14437	8	4yr	6yr	2	8	9/8/2018	10/27/2018	Sat, 12:00 PM, 45m
14438	8	4yr	6yr	2	8	9/8/2018	10/27/2018	Sat, 9:00 AM, 45m
14439	8	4yr	6yr	2	8	10/29/2018	12/17/2018	Mon, 10:00 AM, 45m
14440	8	4yr	6yr	2	8	10/29/2018	12/17/2018	Mon, 3:30 PM, 45m
14441	8	4yr	6yr	2	8	10/29/2018	12/17/2018	Mon, 4:30 PM, 45m
14442	8	4yr	6yr	2	8	10/30/2018	12/18/2018	Tue, 3:30 PM, 45m

14443	8	4yr	6yr	2	8	10/30/2018	12/18/2018	Tue, 5:30 PM, 45m
14444	8	4yr	6yr	2	8	10/31/2018	12/19/2018	Wed, 9:00 AM, 45m
14445	8	4yr	6yr	2	8	10/31/2018	12/19/2018	Wed, 3:30 PM, 45m
14446	8	4yr	6yr	2	8	10/31/2018	12/19/2018	Wed, 11:00 AM, 45m
14447	7	4yr	6yr	2	8	11/1/2018	12/20/2018	Thu, 11:00 AM, 45m
14448	7	4yr	6yr	2	8	11/1/2018	12/20/2018	Thu, 3:30 PM, 45m
14449	7	4yr	6yr	2	8	11/1/2018	12/20/2018	Thu, 5:30 PM, 45m
14450	7	4yr	6yr	2	8	11/2/2018	12/21/2018	Fri, 3:30 PM, 45m
14451	7	4yr	6yr	2	8	11/2/2018	12/21/2018	Fri, 5:30 PM, 45m
14452	7	4yr	6yr	2	8	11/2/2018	12/21/2018	Fri, 6:30 PM, 45m
14453	7	4yr	6yr	2	8	11/3/2018	12/22/2018	Sat, 12:00 PM, 45m
14454	7	4yr	6yr	2	8	11/3/2018	12/22/2018	Sat, 9:00 AM, 45m
14455	8	6yr	19yr	2	9	9/7/2018	10/26/2018	Fri, 3:30 PM, 55m
14456	7	6yr	19yr	2	9	11/3/2018	12/22/2018	Sat, 2:00 PM, 55m
14457	7	6yr	19yr	2	9	11/2/2018	12/21/2018	Fri, 3:30 PM, 55m
14459	8	6yr	19yr	2	9	10/30/2018	12/18/2018	Tue, 3:30 PM, 55m
14607	8	6yr	19yr	2	10	9/6/2018	10/25/2018	Thu, 3:30 PM, 55m

14608	7	6yr	19yr	2	10	11/1/2018	12/20/2018	Thu, 3:30 PM, 55m
14612	1	3yr	16yr	3	24	11/21/2018	11/21/2018	Wed, 9:00 AM, 3h
14613	1	3yr	16yr	3	24	11/21/2018	11/21/2018	Wed, 9:00 AM, 5h
14615	8	3yr	5yr	2	7	10/29/2018	12/17/2018	Mon, 5:30 PM, 45m
14624	14	5yr	8yr	2	10	9/10/2018	10/24/2018	Mon, 3:30 PM, 55m / Wed, 3:30 PM, 55m
14625	18	5yr	8yr	2	10	10/29/2018	12/19/2018	Mon, 3:30 PM, 55m / Wed, 3:30 PM, 55m
15076	8	3yr	5yr	2	7	9/5/2018	10/24/2018	Wed, 11:00 AM, 45m
15077	8	3yr	5yr	2	7	10/31/2018	12/19/2018	Wed, 11:00 AM, 45m
15079	8	3yr	5yr	2	7	9/6/2018	10/25/2018	Thu, 4:30 PM, 45m
15080	8	4yr	6yr	2	8	9/8/2018	10/27/2018	Sat, 10:00 AM, 45m
15081	8	4yr	6yr	2	8	11/3/2018	12/22/2018	Sat, 10:00 AM, 45m
15083	8	1yr 6mo	4yr	2	10	11/2/2018	12/21/2018	Fri, 11:00 AM, 45m
15095	8	5yr	7yr	2	9	9/6/2018	10/25/2018	Thu, 4:30 PM, 55m
15096	8	1yr 6mo	4yr	2	10	9/7/2018	10/26/2018	Fri, 9:00 AM, 45m
15097	8	3yr	4yr	2	7	9/6/2018	10/25/2018	Thu, 11:00 AM, 45m
15098	8	3yr	5yr	2	7	9/8/2018	10/27/2018	Sat, 11:00 AM, 45m

15100	8	3yr	5yr	2	7	9/7/2018	10/26/2018	Fri, 10:00 AM, 45m
15103	8	3yr	5yr	2	7	9/6/2018	10/25/2018	Thu, 3:30 PM, 45m
15104	8	3yr	5yr	2	7	10/30/2018	12/18/2018	Tue, 4:30 PM, 45m
15107	8	6yr	19yr	2	9	9/8/2018	10/27/2018	Sat, 2:00 PM, 55m

**Contractor Responsibilities:**

Contractor shall:

1. Provide all staffing required to host and conduct each class.
3. Record and file all attendance at each class, and submit all attendance records to the City at the end of the class, or as requested by the City during the Class.
4. Conduct participant surveys as provided by the City designed to measure participant satisfaction.
5. Contact designated City of Santa Clara staff member(s) in the event that a class needs to be cancelled.
6. Contractor and contractors' staff shall be fingerprinted, and bear all such related costs prior to conducting any work under this agreement. Results of the check are process by the Department of Justice through the City and the City in its sole discretion shall review and determine the results of the background check.
7. Contact the City at least one week prior to the commencement of a class to obtain the class size and general enrollment information.
8. Make reasonable accommodations for all enrollees with special needs.
9. Contact the City's designated program supervisor and obtain prior written approval if Contractor wishes to advertise the Class.
10. Contractor may add course sections based on interest, facility and instructor availability.

**City Responsibilities:**

City shall:

1. Conduct all advertising of the Class
2. Provide the venue (Gymnastics Center) where the classes will be conducted, located at Earl Carmichael Park Gymnastics Center (3445 Benton Street), Santa Clara CA
3. Provide the registration portal to enroll class participants and collect all registration fees from the enrollee.

Contractor shall NOT be responsible for providing personal clothing or gear that is worn by the Class participants.



**EXHIBIT B  
SCHEDULE OF FEES**

City shall compensate Contractor in arrears at the conclusion of each class conducted under this Agreement. City will pay Contractor within thirty days of a timely and properly completed invoice.

Contractor shall be compensated percentage referenced under “% to Instructor” of the dollar amount referenced under “Base fee” per class enrollee or the dollar amount referenced under “% of base fee” per enrollee. Not to exceed \$99,000.00 for the duration of this agreement. The rate is inclusive of all expenses including but not limited to labor, materials, travel, overhead, general and administrative, and profit.

Contractors invoice City within five (5) days after the end of the last class. Invoice shall include the attendance roster, with the class number and the class date range on the roster. City staff will calculate the course fees collected at the Resident rate, based on percentage referenced under “% to Instructor” of the dollar amount referenced under “Base fee” per class enrollee or the dollar amount referenced under “% of base fee” per class enrollee, if class enrollee withdrawals from the program or enroll after the start date of the class, program fees will be pro-rated based on the number of classes the enrollee attended.

Activity Number	Maximum Participants	Base Fee	% to Instructor	% of base fee
14238	10	\$ 240.00	73%	\$ 175.20
14239	10	\$ 240.00	73%	\$ 175.20
14240	10	\$ 205.00	73%	\$ 149.65
14241	10	\$ 240.00	73%	\$ 175.20
14242	10	\$ 159.00	73%	\$ 116.07
14243	10	\$ 159.00	73%	\$ 116.07
14244	10	\$ 159.00	73%	\$ 116.07
14245	10	\$ 159.00	73%	\$ 116.07
14246	10	\$ 159.00	73%	\$ 116.07
14247	10	\$ 140.00	73%	\$ 102.20
14248	9	\$ 159.00	73%	\$ 116.07
14249	9	\$ 159.00	73%	\$ 116.07

14250	9	\$ 159.00	73%	\$ 116.07
14251	9	\$ 159.00	73%	\$ 116.07
14252	9	\$ 159.00	73%	\$ 116.07
14253	9	\$ 159.00	73%	\$ 116.07
14254	9	\$ 159.00	73%	\$ 116.07
14255	9	\$ 159.00	73%	\$ 116.07
14256	9	\$ 140.00	73%	\$ 102.20
14257	9	\$ 159.00	73%	\$ 116.07
14258	9	\$ 159.00	73%	\$ 116.07
14259	9	\$ 140.00	73%	\$ 102.20
14261	10	\$ 318.00	73%	\$ 232.14
14262	10	\$ 318.00	73%	\$ 232.14
14264	10	\$ 304.00	73%	\$ 221.92
14265	10	\$ 304.00	73%	\$ 221.92
14266	10	\$ 240.00	73%	\$ 175.20
14267	10	\$ 205.00	73%	\$ 149.65
14268	10	\$ 140.00	73%	\$ 102.20
14269	10	\$ 159.00	73%	\$ 116.07
142 73	10	\$ 159.00	73%	\$ 116.07
14271	10	\$ 159.00	73%	\$ 116.07
14272	10	\$ 159.00	73%	\$ 116.07
14273	10	\$ 159.00	73%	\$ 116.07
14274	10	\$ 159.00	73%	\$ 116.07
14275	10	\$ 159.00	73%	\$ 116.07
14276	10	\$ 159.00	73%	\$ 116.07
14277	10	\$ 159.00	73%	\$ 116.07

14278	10	\$ 159.00	73%	\$ 116.07
14279	10	\$ 140.00	73%	\$ 102.20
14280	10	\$ 159.00	73%	\$ 116.07
14281	10	\$ 159.00	73%	\$ 116.07
14282	10	\$ 159.00	73%	\$ 116.07
14283	10	\$ 140.00	73%	\$ 102.20
14284	10	\$ 159.00	73%	\$ 116.07
14285	10	\$ 159.00	73%	\$ 116.07
14286	10	\$ 159.00	73%	\$ 116.07
14287	10	\$ 159.00	73%	\$ 116.07
14288	10	\$ 159.00	73%	\$ 116.07
14289	10	\$ 140.00	73%	\$ 102.20
14290	12	\$ 140.00	73%	\$ 102.20
14291	10	\$ 159.00	73%	\$ 116.07
14292	10	\$ 140.00	73%	\$ 102.20
14293	10	\$ 140.00	73%	\$ 102.20
14294	9	\$ 140.00	73%	\$ 102.20
14295	9	\$ 140.00	73%	\$ 102.20
14296	9	\$ 159.00	73%	\$ 116.07
14297	9	\$ 159.00	73%	\$ 116.07
14298	9	\$ 159.00	73%	\$ 116.07
14299	9	\$ 159.00	73%	\$ 116.07
14300	9	\$ 159.00	73%	\$ 116.07
14301	9	\$ 159.00	73%	\$ 116.07
14302	9	\$ 159.00	73%	\$ 116.07
14303	9	\$ 159.00	73%	\$ 116.07

14304	11	\$ 159.00	73%	\$ 116.07
14305	9	\$ 159.00	73%	\$ 116.07
14306	9	\$ 159.00	73%	\$ 116.07
14307	9	\$ 159.00	73%	\$ 116.07
14308	9	\$ 159.00	73%	\$ 116.07
14309	9	\$ 159.00	73%	\$ 116.07
14310	9	\$ 159.00	73%	\$ 116.07
14311	9	\$ 140.00	73%	\$ 102.20
14312	9	\$ 159.00	73%	\$ 116.07
14313	9	\$ 159.00	73%	\$ 116.07
14314	9	\$ 159.00	73%	\$ 116.07
14315	9	\$ 159.00	73%	\$ 116.07
14316	9	\$ 140.00	73%	\$ 102.20
14317	9	\$ 140.00	73%	\$ 102.20
14318	11	\$ 140.00	73%	\$ 102.20
14319	9	\$ 140.00	73%	\$ 102.20
14320	9	\$ 140.00	73%	\$ 102.20
14321	9	\$ 140.00	73%	\$ 102.20
14322	9	\$ 140.00	73%	\$ 102.20
14323	9	\$ 159.00	73%	\$ 116.07
14324	9	\$ 159.00	73%	\$ 116.07
14325	24	\$ 59.00	90%	\$ 53.10
14326	24	\$ 59.00	90%	\$ 53.10
14327	24	\$ 59.00	90%	\$ 53.10
14328	24	\$ 43.00	90%	\$ 38.73
14329	24	\$ 43.00	90%	\$ 38.73

14330	24	\$ 43.00	90%	\$ 38.73
14331	12	\$ 498.00	90%	\$ 448.20
14332	12	\$ 498.00	90%	\$ 448.20
14334	10	\$ 140.00	73%	\$ 102.20
14336	10	\$ 159.00	73%	\$ 116.07
14337	10	\$ 159.00	73%	\$ 116.07
14338	10	\$ 159.00	73%	\$ 116.07
14339	10	\$ 159.00	73%	\$ 116.07
14340	10	\$ 159.00	73%	\$ 116.07
14341	10	\$ 159.00	73%	\$ 116.07
14342	10	\$ 159.00	73%	\$ 116.07
14343	10	\$ 159.00	73%	\$ 116.07
14344	10	\$ 159.00	73%	\$ 116.07
14345	10	\$ 159.00	73%	\$ 116.07
14346	10	\$ 159.00	73%	\$ 116.07
14347	10	\$ 149.00	73%	\$ 108.77
14348	10	\$ 140.00	73%	\$ 102.20
14349	10	\$ 140.00	73%	\$ 102.20
14350	10	\$ 140.00	73%	\$ 102.20
14351	10	\$ 149.00	73%	\$ 108.77
14352	10	\$ 140.00	73%	\$ 102.20
14353	10	\$ 159.00	73%	\$ 116.07
14354	10	\$ 140.00	73%	\$ 102.20
14355	40	\$ 35.00	90%	\$ 31.50
14356	40	\$ 35.00	90%	\$ 31.50
14357	40	\$ 35.00	90%	\$ 31.50

14358	9	\$ 140.00	73%	\$ 102.20
14359	9	\$ 140.00	73%	\$ 102.20
14360	9	\$ 140.00	73%	\$ 102.20
14361	9	\$ 140.00	73%	\$ 102.20
14362	9	\$ 159.00	73%	\$ 116.07
14363	9	\$ 159.00	73%	\$ 116.07
14364	9	\$ 159.00	73%	\$ 116.07
14365	9	\$ 159.00	73%	\$ 116.07
14366	9	\$ 159.00	73%	\$ 116.07
14367	9	\$ 159.00	73%	\$ 116.07
14368	9	\$ 159.00	73%	\$ 116.07
14369	9	\$ 159.00	73%	\$ 116.07
143 73	9	\$ 159.00	73%	\$ 116.07
14371	9	\$ 159.00	73%	\$ 116.07
14372	9	\$ 159.00	73%	\$ 116.07
14373	9	\$ 159.00	73%	\$ 116.07
14374	9	\$ 159.00	73%	\$ 116.07
14375	9	\$ 159.00	73%	\$ 116.07
14376	9	\$ 140.00	73%	\$ 102.20
14377	9	\$ 140.00	73%	\$ 102.20
14378	9	\$ 140.00	73%	\$ 102.20
14379	9	\$ 140.00	73%	\$ 102.20
14380	9	\$ 140.00	73%	\$ 102.20
14381	9	\$ 140.00	73%	\$ 102.20
14382	9	\$ 140.00	73%	\$ 102.20
14383	12	\$ 581.00	90%	\$ 522.90

14384	12	\$ 581.00	90%	\$ 522.90
14385	10	\$ 318.00	90%	\$ 286.20
14386	10	\$ 298.00	90%	\$ 268.20
14387	7	\$ 140.00	73%	\$ 102.20
14388	7	\$ 140.00	73%	\$ 102.20
14389	7	\$ 140.00	73%	\$ 102.20
14390	7	\$ 159.00	73%	\$ 116.07
14391	7	\$ 159.00	73%	\$ 116.07
14392	7	\$ 159.00	73%	\$ 116.07
14393	7	\$ 159.00	73%	\$ 116.07
14394	7	\$ 159.00	73%	\$ 116.07
14395	7	\$ 159.00	73%	\$ 116.07
14396	7	\$ 159.00	73%	\$ 116.07
14397	7	\$ 159.00	73%	\$ 116.07
14398	7	\$ 159.00	73%	\$ 116.07
14399	7	\$ 140.00	73%	\$ 102.20
14400	7	\$ 159.00	73%	\$ 116.07
14401	7	\$ 159.00	73%	\$ 116.07
14402	7	\$ 159.00	73%	\$ 116.07
14403	7	\$ 159.00	73%	\$ 116.07
14404	7	\$ 159.00	73%	\$ 116.07
14405	7	\$ 159.00	73%	\$ 116.07
14406	7	\$ 159.00	73%	\$ 116.07
14407	7	\$ 159.00	73%	\$ 116.07
14408	7	\$ 159.00	73%	\$ 116.07
14409	7	\$ 159.00	73%	\$ 116.07

14410	7	\$ 159.00	73%	\$ 116.07
14411	7	\$ 140.00	73%	\$ 102.20
14412	7	\$ 140.00	73%	\$ 102.20
14413	7	\$ 140.00	73%	\$ 102.20
14414	7	\$ 140.00	73%	\$ 102.20
14415	7	\$ 140.00	73%	\$ 102.20
14416	7	\$ 140.00	73%	\$ 102.20
14417	7	\$ 140.00	73%	\$ 102.20
14418	7	\$ 140.00	73%	\$ 102.20
14419	7	\$ 140.00	73%	\$ 102.20
14420	7	\$ 140.00	73%	\$ 102.20
14421	7	\$ 159.00	73%	\$ 116.07
14422	7	\$ 149.00	73%	\$ 108.77
14423	7	\$ 140.00	73%	\$ 102.20
14424	7	\$ 140.00	73%	\$ 102.20
14425	8	\$ 140.00	73%	\$ 102.20
14426	8	\$ 140.00	73%	\$ 102.20
14427	8	\$ 159.00	73%	\$ 116.07
14428	8	\$ 159.00	73%	\$ 116.07
14429	8	\$ 159.00	73%	\$ 116.07
14430	8	\$ 159.00	73%	\$ 116.07
14431	8	\$ 159.00	73%	\$ 116.07
14432	8	\$ 159.00	73%	\$ 116.07
14433	8	\$ 159.00	73%	\$ 116.07
14434	8	\$ 159.00	73%	\$ 116.07
14435	8	\$ 159.00	73%	\$ 116.07



14436	8	\$ 159.00	73%	\$ 116.07
14437	8	\$ 159.00	73%	\$ 116.07
14438	8	\$ 159.00	73%	\$ 116.07
14439	8	\$ 159.00	73%	\$ 116.07
14440	8	\$ 159.00	73%	\$ 116.07
14441	8	\$ 159.00	73%	\$ 116.07
14442	8	\$ 159.00	73%	\$ 116.07
14443	8	\$ 159.00	73%	\$ 116.07
14444	8	\$ 159.00	73%	\$ 116.07
14445	8	\$ 159.00	73%	\$ 116.07
14446	8	\$ 159.00	73%	\$ 116.07
14447	8	\$ 140.00	73%	\$ 102.20
14448	8	\$ 140.00	73%	\$ 102.20
14449	8	\$ 159.00	73%	\$ 116.07
14450	8	\$ 159.00	73%	\$ 116.07
14451	8	\$ 140.00	73%	\$ 102.20
14452	8	\$ 140.00	73%	\$ 102.20
14453	8	\$ 140.00	73%	\$ 102.20
14454	8	\$ 140.00	73%	\$ 102.20
14455	9	\$ 159.00	73%	\$ 116.07
14456	9	\$ 140.00	73%	\$ 102.20
14457	9	\$ 140.00	73%	\$ 102.20
14458	9	\$ 159.00	73%	\$ 116.07
14459	9	\$ 159.00	73%	\$ 116.07
14607	10	\$ 159.00	73%	\$ 116.07
14608	10	\$ 140.00	73%	\$ 102.20

14610	24	\$ 43.00	90%	\$ 38.73
14611	24	\$ 59.00	90%	\$ 53.10
14612	24	\$ 43.00	90%	\$ 38.73
14613	24	\$ 59.00	90%	\$ 53.10
14614	7	\$ 140.00	73%	\$ 102.20
14615	7	\$ 159.00	73%	\$ 116.07
14624	10	\$ 278.00	90%	\$ 250.20
14625	10	\$ 318.00	90%	\$ 286.20
15076	7	\$ 159.00	73%	\$ 116.07
15077	7	\$ 159.00	73%	\$ 116.07
15078	40	\$ 35.00	90%	\$ 31.50
15079	7	\$ 159.00	73%	\$ 116.07
15080	8	\$ 159.00	73%	\$ 116.07
15081	8	\$ 156.00	73%	\$ 113.88
15082	10	\$ 159.00	73%	\$ 116.07
15083	10	\$ 140.00	73%	\$ 102.20
15095	9	\$ 159.00	73%	\$ 116.07
15096	10	\$ 159.00	73%	\$ 116.07
15097	7	\$ 159.00	73%	\$ 116.07
15098	7	\$ 159.00	73%	\$ 116.07
15099	7	\$ 140.00	73%	\$ 102.20
15100	7	\$ 159.00	73%	\$ 116.07
15102	10	\$ 140.00	73%	\$ 102.20
15103	7	\$ 159.00	73%	\$ 116.07
15104	7	\$ 159.00	73%	\$ 116.07
15105	7	\$ 159.00	73%	\$ 116.07

15106	7	\$ 140.00	73%	\$ 102.20
15107	9	\$ 159.00	73%	\$ 116.07

**Additional Services/Contingency.** In the event that the City expands the participant size of any class, Contractor shall be reimbursed at percentage listed under “% to instructor” of the dollar amount listed under “base fee” per class enrollee or the dollar amount listed under “% of base fee” per enrollee for additional participant as described above.

## EXHIBIT C INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

### COMMERCIAL GENERAL LIABILITY INSURANCE

- a. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury

- b. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
- c. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

### BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

#### WORKERS' COMPENSATION

- d. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
- e. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
- f. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

#### PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

#### COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

- g. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
- h. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.
- i. Cancellation.  
Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.  
  
Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
- j. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

#### ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

- k. Consultant agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum

insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

- I. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
- m. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

#### EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

#### EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara Department of Parks & Recreation

P.O. Box 100085 – S2

or 1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280  
Fax number: 7 73-325-0409  
Email address: ctsantaclara@ebix.com

#### QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives