

**AGREEMENT FOR VENDOR SERVICES BETWEEN
THE CITY OF SAN JOSE
AND
BILLIE GADBERRY dba DANCE ARTS ACADEMY**

THIS AGREEMENT is made and entered into this 19th day of July, 2021, by and between the CITY OF SAN JOSE, a municipal corporation ("City"), and BILLIE GADBERRY dba DANCE ARTS ACADEMY ("Vendor").

RECITALS

City desires to obtain Vendor services to provide instruction in City's Recreation Program at City facilities, parks, and online.

Vendor has the necessary professional expertise and skill to instruct classes in subject matters described in this Agreement (the "Classes").

City's Director of Parks, Recreation and Neighborhood Services ("City's Director" or "Director," including the Director's authorized designee) is charged with the administration of this Agreement. The particular Center or other sites where Vendor will provide instruction is subject to the mutual agreement of City's Director and Vendor ("Class Location").

In view of the above, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES.

A. Vendor shall perform those services specified in detail in the attached **EXHIBIT A**, entitled "SCOPE OF SERVICES."

B. Vendor represents and warrants to City that neither Vendor, in performing services under this Agreement, nor any of the materials to be used by Vendor in the performance of Vendor's services will infringe upon or violate the copyright, trademark or proprietary rights of any person whomsoever. Vendor further represents and warrants to City that Vendor will not use any trade secret or confidential proprietary information owned by any third party in performing services under this Agreement. Vendor agrees to indemnify and hold City harmless from any suit, demand, or claim made against City based on violation of copyright, trademark or proprietary infringement, and Vendor further agrees to pay any judgment or reasonable settlement offer resulting from any such suit, demand, or claim, and to pay any reasonable attorneys' fees incurred by City in defending against such suit, demand, or claim. The obligations set forth in this special provision shall survive termination or expiration of this Agreement.

SECTION 2. TERM.

The term of this Agreement shall be from **July 14, 2021 (COMMENCEMENT DATE)** and shall continue through **June 30, 2024 (END DATE)** inclusive, subject to the provisions of Section 18 of this Agreement. Regardless of the date of execution of this Agreement, this Agreement is effective as of the Commencement Date.

SECTION 3. SCHEDULE OF PERFORMANCE.

The services of Vendor are to be completed according to the schedule set out in the attached **EXHIBIT B**, entitled "SCHEDULE OF PERFORMANCE."

SECTION 4. COMPENSATION.

A. City shall pay for Vendor's services an amount not to exceed **TWO HUNDRED SIXTY THOUSAND DOLLARS AND NO/100 (\$260,000)** for the term of this Agreement. The rate and schedule of payment is set out in the attached **EXHIBIT C**, entitled "COMPENSATION." Vendor acknowledges and agrees that funding of this Agreement following June 30 of each year is subject to appropriation by City at City's sole discretion.

B. Vendor agrees that in the performance of this Agreement, Vendor shall adhere to City Council Policy 1-19, the following provisions of which are made applicable to this Agreement:

1. It is the policy of the City that City's funds should not be used for the purchase of single-serving bottled water.
2. The following circumstances shall constitute exceptions to City Council Policy 1-19:
 - a. Public safety emergencies, investigations and extended deployments or activation of the Office of Emergency Services.
 - b. High risk of cross-contamination with non-potable water.
 - c. Situations where there are no reasonable alternatives to bottled water, such as large public events and when large quantities of water may need to be distributed for health and safety reasons.
3. Vendor acknowledges and agrees that an invoice seeking reimbursement from City for the cost of single-serving bottled water under the exception referenced above in Subsection 2 (c) must be accompanied by a waiver form provided by City and signed by the department head of the City department administering this Agreement.

SECTION 5. INDEPENDENT CONTRACTOR.

It is understood and agreed that Vendor, in the performance of services agreed to be performed by Vendor, shall act as and be an independent contractor and not an agent or employee of City; and as an independent contractor, Vendor shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Vendor hereby expressly waives any claim it may have to any such rights. Vendor may be engaged by others during those periods when Vendor is not performing work under this Agreement for City.

SECTION 6. SUPPLIES AND EQUIPMENT.

A. Unless City's Director otherwise agrees, Vendor shall furnish, at Vendor's sole cost and expenses, all supplies and equipment necessary for Vendor's performance under this Agreement.

B. In those situations where City's Director permits Vendor to use City's equipment, Vendor shall be responsible for returning City's equipment to City in the same condition as it was received, except for ordinary wear and tear.

C. Vendor shall place orders for merchandise, supplies and equipment as an independent contractor, and shall make no representation that such merchandise, supplies or equipment are ordered, purchased, or sold for or on behalf of City. Vendor may sell items to class participants, but only at Vendor's cost and with the prior written approval of the City's Director.

SECTION 7. EQUIPMENT SECURITY.

Vendor shall provide, at Vendor's sole cost and expense, for the safety and security of Vendor's supplies and equipment while used or stored at the Class Location. Equipment storage will be evaluated on a case by case basis at each Class Location. It is further understood and agreed that City in no way purports to be a bailee and is in no way responsible for lost, stolen or damaged property.

SECTION 8. FACILITY SECURITY.

Vendor shall at all times act to ensure the security of the Class Location. Vendor shall adhere to emergency and safety procedures and perform inspections of Class Location as developed and determined by City's Director.

SECTION 9. LICENSES.

Vendor represents and warrants that Vendor currently possesses all requisite licenses including, but not limited to a City of San José business tax certificate or exemption, if qualified, with the City's Finance Department to operate in the City and will maintain all such licenses or exemptions for the term of this Agreement. Vendor is responsible for contacting the appropriate offices and filing the necessary documents to comply with these requirements.

SECTION 10. QUALITY OF OPERATIONS.

Vendor shall, at all times conduct the Classes in a good, businesslike manner and render to the public, using the Class Location facilities or online platforms, efficient and courteous service.

City shall have the right to observe Vendor instruct in order to determine whether Vendor is in compliance with the terms and conditions of this Agreement.

SECTION 11. EMPLOYEES/VOLUNTEERS.

A. Any and all personnel employed or retained by Vendor in conducting the operations of Vendor's program shall be qualified to perform the duties assigned to them by Vendor.

B. Vendor shall not hire employees or volunteers who will have supervisory or disciplinary authority over minors who have been convicted of any offense identified in California Public Resources Code Section 5164. Vendor shall fully indemnify, defend and hold harmless

City for any such hiring. Vendor shall immediately notify City in writing of any violation of this provision upon discovery.

C. Vendor shall not employ any person, paid or unpaid who is permitted to provide services requiring contact with children or providing food concessionaire services or other licensed concessionaire services in that area, unless Vendor has complied with the TB testing requirements set forth in Section 5163 of the California Public Resources Code.

D. Regardless of whether services have been provided prior to full execution of this Agreement, Vendor certifies to City that all services were provided in full compliance with the terms and provisions of this Agreement.

E. To give effect to California Public Resources Code Sections 5163 and 5164, Vendor shall follow the procedures specified in **EXHIBIT F** attached hereto. In the event Vendor chooses a different national criminal database for compliance with the FBI requirement for background checks, then such alternative database shall receive prior written approval of Vendor's liability insurance provider.

SECTION 12. NO RELIGIOUS OR POLITICAL ADVOCACY.

Vendor shall not expend any portion of the compensation hereunder to inhibit or promote religion and the services funded by this Agreement must not be used to convey a religious message. Any portion of the compensation used in contradiction to the provisions of this Section, shall be deemed a disallowed cost. Vendor shall not expend any portion of the compensation hereunder for political advocacy efforts, whether for or against a political candidate, ballot measure or bill.

SECTION 13. ASSIGNABILITY.

The parties agree that the expertise and experience of Vendor are material considerations for this Agreement. Vendor shall not assign or transfer any interest in this Agreement nor the performance of any of Vendor's obligations hereunder, and any attempt by Vendor to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 14. NONDISCRIMINATION.

Vendor shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin in connection with or related to the performance of this Agreement.

SECTION 15. INDEMNIFICATION.

Vendor shall protect, defend, indemnify and hold harmless City, its officers, employees and agents against any action, demand, claim, loss or liability arising out of or resulting in any way from this Agreement or any actions taken, work performed or service provided under this Agreement. Vendor's obligations to indemnify and hold harmless exclude only such action, demand, claim, loss or liability which is due to the sole negligence or willful misconduct of City and/or its employees. All of Vendor's obligations under this Section are intended to apply to the fullest extent permitted by law and shall survive the expiration, completion or sooner termination

of this Agreement. In any action or claim against City in which Vendor is defending City, City shall have the right to approve legal counsel providing City's defense.

SECTION 16. INSURANCE REQUIREMENTS.

Vendor agrees to have and maintain the policies set forth in the attached **EXHIBIT D**, entitled "INSURANCE REQUIREMENTS." All policies, endorsements, certificates and/or binders shall be subject to approval by the Director of Finance or the Director's authorized designee ("Risk Manager") as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Vendor agrees to provide City with a copy of the required policies, certificates and/or endorsements before work commences under this Agreement.

SECTION 17. VENDOR'S BOOKS AND RECORDS.

A. Vendor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of four (4) years, or for any longer period required by law, from the date of final payment to Vendor pursuant to this Agreement.

B. Vendor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of four (4) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Vendor's address indicated for receipt of notices in this Agreement.

D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Vendor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Vendor, Vendor's representatives, or Vendor's successor-in-interest.

SECTION 18. TERMINATION.

A. City shall have the right to terminate this Agreement, without cause, by giving not less than seven (7) business days' written notice of termination.

B. If Vendor 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.

C. City's Director is authorized to terminate this Agreement on behalf of City.

D. In the event of termination, Vendor shall deliver to City's Director the appropriate payment voucher form/invoice, and upon receipt thereof, City shall pay Vendor for services performed to the date of termination.

SECTION 19. COMPLIANCE WITH LAWS.

A. Vendor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

B. Vendor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of Vendor's business.

SECTION 20. WAIVER.

Vendor agrees that waiver by City of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by City of the performance of any work or services by Vendor shall not be deemed to be a waiver of any term or condition of this Agreement.

SECTION 21. GIFTS.

A. Vendor is familiar with City's prohibition against the acceptance of any gift by a City officer or designated employee, which prohibition is found in Title 12 of the San José Municipal Code.

B. Vendor agrees not to offer any City officer or designated employee any gift prohibited by the San José Municipal Code.

C. The offer or giving of any gift prohibited by the San José Municipal Code shall constitute a material breach of this Agreement by Vendor. In addition to any other remedies City may have in law or equity, City may terminate this Agreement for such breach as provided in Section 18 of this Agreement.

SECTION 22. SPECIAL PROVISIONS.

Special provisions, if any, to this Agreement are specified in the attached **EXHIBIT E**, entitled "SPECIAL PROVISIONS."

SECTION 23. NOTICES.

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to City as set forth in this Section and to Vendor as set forth below Vendor's signature. Vendor shall notify City within fifteen (15) days of any change of name, address or telephone number. Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

Notices to City: City of San José - Parks, Recreation and Neighborhood Services
200 East Santa Clara, 9th Floor Tower
San José, CA 95113
Attn: Recreation and Neighborhood Services Division

SECTION 24. GOVERNING LAW/VENUE.

A. City and Vendor agree that the law governing this Agreement shall be that of the State of California.

B. In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

SECTION 25. PRIOR AGREEMENTS AND AMENDMENTS.

This Agreement, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement.

SECTION 26. ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY.

A. Vendor shall perform its obligations under the Agreement in conformance with City Council Policy 4-6, Environmentally Preferable Procurement Policy. A description for environmentally preferable procurement and the Policy can be found on the City's website at the following link: <https://www.sanjoseca.gov/home/showpublisheddocument?id=1268>.

B. Environmental procurement policies and activities related to the completion of work will include wherever practicable, but are not limited to:

1. Use of recycled and/or recyclable products in daily operations. (e.g., 30, 50, 100% PCW paper, chlorine process free; triclosan free hand cleaner, etc.)
2. Use of Energy Star Compliant equipment.
3. Vehicles and vehicle operations (e.g., Alternative Fuel, Hybrid, etc.)
4. Internal waste reduction and reuse protocol(s).
5. Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products, etc.

SECTION 27. CONCUSSION PROTOCOL FOR CERTAIN ACTIVITIES.

Vendor shall perform its obligations under the Agreement in conformance with Health and Safety Code Section 124235. For any applicable activity provided in Health and Safety Code Section 124235, Vendor shall comply with the concussion protocol which includes but is not limited to the following:

1. Be required to immediately remove from play participant who is suspected of suffering a concussion or head injury;

2. Prevent that participant from returning to play for the remainder of the day and not returning until evaluated by a licensed health care provider who provides a written clearance;
3. If the participant has sustained a concussion, there shall be a graduated return to play over seven days after receiving medical clearance to return to play;
4. Parents or guardians of players under 18 shall be notified of the date of injury, symptoms observed, and any treatment provided;
5. A yearly fact sheet will be provided to all participants and if the participant is under seventeen to their parent. The fact sheet shall be signed and returned to Vendor;
6. Each of the Vendor's Coaches and Administrators shall complete concussion training at least once before supervising a participant in an activity of the Vendor.

SECTION 28. MISCELLANEOUS.

A. The captions to the sections or paragraphs of this Agreement are for convenience only. They are not to be used in construing this Agreement.

B. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

C. The following exhibits are attached to this Agreement and are deemed a part of this Agreement:

EXHIBIT A SCOPE OF SERVICES

EXHIBIT B SCHEDULE OF PERFORMANCE

EXHIBIT C COMPENSATION

EXHIBIT D INSURANCE REQUIREMENTS

EXHIBIT E SPECIAL PROVISIONS

EXHIBIT F EMPLOYEE/VOLUNTEER CLEARANCE VERIFICATION &
COMPLIANCE WITH THE CHILD ABUSE AND NEGLECT REPORTING
ACT

D. Unless otherwise prohibited by law or City policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a writing as set forth in Evidence Code Section 1550. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the City.

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written.

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation



~~JON GALEGARI~~ Diana Yuan
Deputy City Attorney



On behalf of
Jon Cicirelli 7/19/2021

JON CICIRELLI
Director, Parks Recreation
and Neighborhood Services

BILLIE GADBERRY dba DANCE ARTS
ACADEMY



Signature

Billie Gadberry

Print Name

Date: 5-17-21

Title: owner

Address: 5725 Winfield Blvd #9
SAN JOSE CA 95123

Telephone Number: 408 578-4055

Email Address: danceartsacademy
@AOL.com

EXHIBIT A
SCOPE OF SERVICES

Vendor agrees to teach in-person and online programs (classes and camps). Online classes would be instructor led or self-paced. Vendor shall not levy any charges on persons enrolled in the Vendor's class or classes without the express written consent of the Authorized City Representative assigned to the Class location.

Vendor services will include, but may not be limited to, the following:

1. Offering leisure and recreational classes or programs in one or more categories that include, but is not limited to, fitness, art, dance, camps, exploration of new skills and personal growth and development. Programs and classes must align with the divisions' mission of promoting play and health, strengthening communities and enriching lives.
2. Working closely with individual recreation program specialists in scheduling classes/programs.
3. Developing curriculum, and providing course materials.
4. Preparing reports and class proposals on time according to the Community Brochure Production Schedule.
5. Preparing and submitting a marketing plan to recreation program specialists prior to each season's registration period.
6. Conducting and distributing quarterly evaluations; submitting completed evaluations to recreation program specialists at the end of each season. Evaluations must be approved by the City.
7. Adhering to City Policies, Ordinances and/or Practices.
8. Obtaining and maintaining minimum insurance requirements prior to and during contracted services.
9. Obtaining and maintaining a current City of San José Business License or filing the appropriate waiver.
10. Providing qualified and experienced staff/instructors who:
 - a) Are at least 18 years old.
 - b) Are certified in CPR/First Aid.
 - c) Have completed and cleared a fingerprint check by the Department of Justice (see **Exhibit F** in Attachment B).
 - d) Have completed TB testing with a negative result or an inactive-positive result (see **Exhibit F** in Attachment B).

- e) Shall be neatly and appropriately attired and shall conduct themselves at all times in a courteous and business-like manner.
 - f) Shall be compliant with all contract requirements as provided in Attachment B (Exemplar Agreement).
-

Vendor Agrees to the Following:

1. To not levy any charges on persons enrolled in the Vendor's class or classes without the written consent of the Authorized City Representative assigned to the Class Location.

2. COURSE CONTENT:

- Be responsible for curriculum and course content.
- Unless otherwise expressly provided in the Scope of Services, City shall not be responsible for providing course materials.
- Provide a teacher/instructor who will teach the whole session, with as little substitution as possible.
- Conduct the program in a safe manner.
- City shall have the right to observe Vendor in order to determine whether Vendor is in compliance with the terms and conditions of Attachment B (Exemplar Agreement).

3. QUALITY OF PROGRAM:

Maintain a quality program which includes, but is not limited to:

- Vendors are knowledgeable and experienced in the subject being taught and with the age group.
- Vendors are reliable and punctual.
- Vendors are organized and prepared to teach at the start of each class.
- Vendors can establish and maintain working relationships with City staff and customers.
- Vendors provide excellent customer service to participants and City staff.
- Vendors and their employees can effectively resolve issues.
- Vendors will be evaluated based on performance measures established by the City.

4. SET UP & CLEAN UP:

- Be responsible for all set up and cleanup of the room/facility/space and equipment.
- Complete all set up prior to the start of class.
- Complete all clean up after the end of each class.

5. EMPLOYEES:

- Provide employees who are at least 18 years of age.
- Ensure that all employees and/or volunteers meet the requirements as defined in Exhibit F of Attachment B.

6. PUBLICITY:

- To not publicize Vendor's business to class participants during class hours without prior authorization from City's Director of Parks, Recreation and Neighborhood Services ("City's Director").
- Obtain prior approval from City's Director or designee for publicity containing City classes.
- Clarify to customers that any personal information sought by Vendor (name, phone number, address, etc.) from customers is voluntary, and strictly for the use of the Vendor and not requested by the City.
- Submit quarterly class proposals for creation of the Activity Guide. Note: Classes included in proposal are not guaranteed to be offered.

7. PUNCTUALITY:

- Ensure that Vendor and their employees arrive prior to the start time of the class to make certain that all set up is completed and classes start on time.
- Ensure that all classes end on time.
- Notify center/facility prior to the class if Vendor is running late or unable to attend.
- Ensure that if a class is missed, a make-up class is required to be provided by Vendor at a mutually agreeable day, time, and location.

8. RECORD KEEPING:

- Must take attendance at each class. All attendance records shall be submitted at the end of each session.
- May be responsible for distributing and collecting City customer service surveys for each class conducted.

9. COMMUNICATION:

- Maintain on-going communication.
- Immediately communicate problems and issues with the class(es) or customers.
- Inform City staff of participant injuries and complete necessary accident reports within 24 hours of the accident.

10. ADHERENCE TO CITY POLICY:

- Responsible for knowing the City's policies and procedures with regards to leisure classes (e.g., waiting lists, cancellation, refund, satisfaction, etc.).
- Responsible for verifying that only registered participants with a signed City liability form on file with the City are permitted to participate in City's leisure classes.

11. PRIVACY:

- Agrees that any personal information that Vendor receives regarding customers may not be used for other than City business.
- Ensures that customer information will be stored in a secure location.

12. ONLINE PROGRAMMING:

- Online/Virtual programs and activities will be held on Zoom. Vendors must have a Zoom Pro account that allows them to host a meeting for more than 40 minutes for 2+ participants.

- Vendor agrees to obtain a strong internet connection for carrying out online programming.
- Vendor will receive participants' emails and roster from City staff via email. Vendor will send participants the Zoom link that will allow participants to attend the virtual program.
- Vendor will facilitate all virtual activity meetings as the host via Zoom.
- Vendor will be responsible for taking accurate attendance per meeting.
- Vendor is responsible for training their staff on how to use the Zoom platform in order to provide high quality programs. This includes how to troubleshoot, assist participants, and deal with conflicts.
- Vendor must be logged into Zoom 15 minutes before the scheduled meeting so the activity can start at the scheduled start time.
- If required, vendor agrees to use equipment such as a microphone for the participants to hear activity directions in order to provide highest quality programs.
- Class materials: Vendor will provide a materials list to participants. Participants must purchase materials before the start of class. Vendors may work with the site-specific City Recreation Program Specialist to coordinate a material pickup. City of San José **material pickup arrangements are not guaranteed.**
- Cancelled Meetings– see EXHIBIT B > SCHEDULE OF PERFORMANCE > E (LATE CLASSES)
- Missed Meetings: see EXHIBIT B > SCHEDULE OF PERFORMANCE > D (MISSED CLASSES)
- Vendor will not allow any inappropriate behavior or language on Zoom. Vendor will have the capability of immediately dismissing any participant at any point and will inform City activity supervisor of such incident.

City Agrees to the Following:

- Process all registrations for classes (Vendors are not allowed to register participants).
- Provide Vendor with forms to record attendance.
- Provide a facility for in-person scheduled classes, which includes reservation of outdoor spaces (e.g., parks, sports fields, tennis courts, etc.).
- When required, facilitate material pick up for online classes
- Include Vendor classes in publicity materials.
- Evaluate vendor performance through customer surveys, class observations, class enrollment data collection, or other means.

EXHIBIT B

SCHEDULE OF PERFORMANCE

The parties agree that the classes shall occur over the Fall, Winter, Spring and Summer sessions of City's Recreation Program. The dates, times and location of each class session shall be subject to the mutual agreement of City's Director and Vendor. Classes should be instructed at the advertised day(s) and times if the class meets the minimum enrollment (to be determined at a later date and time). All classes are required to have a minimum of five (5) minutes between classes for passing time.

Classes will be publicized in the City's quarterly Activity Guide. Class information must be submitted approximately six (6) months prior to the start of each class session.

EXHIBIT C
COMPENSATION

A. For the classes taught for all sessions during the term of this Agreement, City shall pay Vendor at the rate of:

Classes

NINE DOLLARS (\$9.00) per participant, per class meeting

Camps

TWENTY DOLLARS (\$20.00) per participant for one day dance camp (3 hours/day)

ONE HUNDRED DOLLARS (\$100.00) per participant for a one-week dance camp (3 hours per day/5 days)

EIGHTY DOLLARS (\$80.00) per participant for a one-week dance camp (3 hours per day/4 days)

SIXTY DOLLARS (\$60.00) per participant for a one-week dance camp (3 hours per day/3 days)

Vendor will not be compensated for classes offered and canceled. Vendor will be compensated for only registered participants listed on the attendance records. City and Vendor shall mutually agree upon the date and time and number of courses offered by Vendor pursuant to this Agreement, provided that the total compensation payable to Vendor shall not exceed the amount set forth in Section B.

B. The total amount payable by City to Vendor under this Agreement shall not exceed **TWO HUNDRED SIXTY THOUSAND DOLLARS AND NO/100 (\$260,000)**.

C. PAYMENT

1. For classes that meet five (5) weeks or less, at the conclusion of each session, Vendor will invoice the City for payment or the City will prepare the Vendor payment voucher for the Vendor's verification and signature. The vendor payment voucher will then be submitted to the fiscal section for payment at which point the City has 30 working days from the last date of the payment voucher to render payment to the Vendor. Invoices must include class name, class number, number of registered participants, rate of pay, total amount due for each class and grand total of all classes included on invoice. Invoices must be submitted no later than three (3) months after the last date of service. If not, City does not guarantee a timely payment of services.

2. For classes that meet six (6) weeks or more, at the midpoint and conclusion of each session, Vendor will invoice the City for payment or the City will prepare the Vendor payment voucher for the Vendor's verification and signature. The vendor payment voucher will then be submitted to the fiscal section for payment at which point

the City has 30 working days from the last date of the payment voucher to render payment to the Vendor. Invoices must include class name, class number, number of registered participants, rate of pay, total amount due for each class and grand total of all classes included on invoice. Invoices must be submitted no later than three (3) months after the last date of service.

D. MISSED CLASSES

1. If Vendor gives 24 hours or less cancellation notice of class(es) starting time and subject to the prior approval of City, Vendor will be compensated at 50% of compensation rate for day of the make-up session provided Vendor conducts a make-up session at a mutually agreeable day, time, and location.

2. If Vendor misses two or more meetings of the same class(es) anytime during the session and subject to the prior approval of City, Vendor will be compensated at 50% of compensation rate for each of the make-up days provided Vendor conducts a make-up session at a mutually agreeable day, time and location. Nothing herein limits the City's right to terminate this Agreement for Vendor's failure to conduct any class at the specified time and place.

3. If Vendor misses two consecutive weeks/meetings of the same class(es) and subject to the prior approval of City, Vendor will be compensated at 25% of compensation rate for each of the make-up days provided Vendor conducts a make-up session at a mutually agreeable day, time, and location. Nothing herein limits the City's right to terminate this Agreement for Vendor's failure to conduct any class at the specified time and place.

E. LATE CLASSES

1. If Vendor is late at least twice to same class in the same session and subject to the prior approval of City, Vendor will be compensated at 100% of compensation rate for the first time the Vendor was late. For the second time the Vendor is late, Vendor will be compensated at 50% of compensation rate.

2. If Vendor is late at three or more times to same class in the same session and subject to the prior approval of City, Vendor will be compensated at 25% of compensation rate for designated/recorded late days only. Nothing herein limits the City's right to terminate this Agreement for Vendor's failure to conduct any class at the specified time and place.

F. If the Vendor uses City's facility for any purpose other than a mutually agreed upon and scheduled class under this agreement, then the Vendor pays all fees and charges as specified in the current Fees & Charges resolution.

EXHIBIT D
STANDARD & OTHER INSURANCE REQUIREMENTS

Vendor, at Vendor's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by the Vendor, its agents, representatives, employees or subcontractors or suppliers. The cost of such insurance shall be included in the Vendor's bid.

I. Minimum Scope and Limit of Insurance

There shall be no endorsements reducing the scope of coverage required below unless approved by the City's Risk Manager.

Type of Insurance	Minimum Limit
<p>1. Commercial General Liability</p> <p>The coverage provided by Insurance Services Office "occurrence" form CG 0001, including coverages for contractual liability, personal injury, broadform property damage, independent contractors, products and completed operations, and fire legal liability (\$100,000 minimum sublimit).</p>	<p>\$1,000,000 per occurrence for bodily injury, personal injury and property damage or \$2,000,000 annual aggregate.</p>
<p>2. Automobile Liability</p> <p>The coverage provided by Insurance Services Office form number CA 0001. Coverage shall be included for all owned, non-owned and hired automobiles.</p>	<p>\$1,000,000 combined single limit per accident for bodily injury and property damage.</p>
<p>3. Workers' Compensation and Employer Liability</p> <p>As required by the Labor Code of the State of California.</p>	<p>\$1,000,000 combined single limit per accident for bodily injury and property damage.</p>

	Type of Insurance	Minimum Limit
	4. Other (only if checked)	
<input type="checkbox"/>	4a. Professional Liability/Errors and Omissions Including coverages for negligent acts, errors or omissions arising from professional services provided under this contract, with any deductible not to exceed \$25,000 each claim	Not less than \$1,000,000 each claim and annual aggregate
<input checked="" type="checkbox"/>	4b. Abuse and Molestation Coverage Including coverages for any loss sustained or cost of defense of a claim of abuse and molestation arising from the negligent hiring, training, retention or supervision of any employees or volunteers.	Not less than \$100,000 each occurrence
<input type="checkbox"/>	4c. Crime/Custodial/Security – Commercial Crime Insurance, Including coverages for loss sustained by a client as a result of employee dishonesty	Not less than \$500,000 each loss

II. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the City’s Risk Manager. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and contractors; or the Vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City’s Risk Manager.

III. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Abuse and Molestation (if applicable), and Automobile Liability Coverages
 - a. The City, its officials, employees, and agents are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, the Vendor; products and completed operations of the Vendor; premises owned, leased or used by the Vendor; or automobiles owned, leased, hired or borrowed by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents.
 - b. The Vendor’s insurance coverage shall be primary insurance as respects the City, its officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officials, employees, and agents shall be excess of the contractor’s insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or agents.
 - d. Coverage shall state that the Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, and agents.
2. Workers' Compensation and Employers Liability

Coverage shall be endorsed to state carrier waives its rights of subrogation against the City, its officials, and agents.

3. All coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days' prior written notice has been given to the City; except that 10 days' prior written notice shall apply in the event of cancellation for non-payment of premium.

IV. Acceptability of Insurance

Insurance is to be placed with insurers acceptable to the City's Risk Manager.

V. Verification of Coverage

Vendor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the Vendor's insurance company as evidence of the stipulated coverages.

Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov, or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

City of San José – Finance Department
Risk & Insurance
200 East Santa Clara St., 14th Floor
San José, CA 95113-1905

VI. Subcontractors

Vendors shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT E
SPECIAL PROVISIONS

Vendor must comply with all County of Santa Clara Public Health orders and guidelines related to the Novel Coronavirus Disease 2019 (COVID-19). Vendor is required to implement social distancing, face coverings, and cleaning protocols as described in the Public Health Department's Shelter-in-Place order. CITY may request Vendor to submit protocols for review at any time during the term of this agreement.

EXHIBIT F

EMPLOYEE/VOLUNTEER CLEARANCE VERIFICATION AND COMPLIANCE WITH THE CHILD ABUSE AND NEGLECT REPORTING ACT

If Vendor provides services involving minors, and as a City-approved method of complying with the provisions contained in this Agreement, Vendor shall conduct a criminal background check through the database of the California Department of Justice, **and** an FBI criminal database or equivalent national database as approved in writing by Vendor's liability insurance provider, on each of its employees and volunteers who have supervisory or disciplinary authority over minors.

1. Vendor shall also comply with the provisions of the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 *et. seq.* Additionally, Vendor certifies to the following:

Any and all personnel employed or retained by Vendor in conducting the operations of Vendor's program shall be qualified to perform the duties assigned to them by Vendor. Vendor agrees that Vendor shall not at any time allow its employees or volunteers to be in any position with supervisory or disciplinary authority over minors, if they have been convicted of any offense identified in California Public Resources Code Section 5164 (copy attached).

City and Vendor understand that results of background checks on minors may be confidential under state law. Therefore, all employees or volunteers must be at least 18 years of age if they are to be in a position having supervisory or disciplinary authority over any minor.

If Vendor intends to have employees or volunteers under the age of 18 providing services under this Agreement, Vendor shall maintain and make available to City, if requested, guidelines, procedures or policies, that safeguard and ensure that no employees or volunteers under the age of 18 will be providing services under this Agreement unsupervised, and further, Vendor shall ensure that none of its employees or volunteers under 18 years of age have any supervisory or disciplinary authority over any minor, as such term is used in California Public Resources Code Section 5164.

2. Vendor shall be responsible for ensuring that no person who has supervisory or disciplinary authority over minors, who is paid or unpaid by Vendor shall be permitted to provide services unless appropriate background checks, including fingerprints, have been performed prior to the beginning of services under this Agreement, and the person meets the standards set forth above. If requested by City, and to the extent allowed by law, Vendor shall promptly provide documentation listing each person that has provided or is providing services hereunder involving supervision or disciplinary authority over minors, and certifying that the Vendor has conducted the proper background check on such person or persons, and each of the named persons is legally permitted to perform the services described in this Agreement. Regardless of whether such documentation is requested or delivered by Vendor, Vendor shall be solely responsible for compliance with the provisions of this Section.

3. That no person paid or unpaid by Vendor shall be permitted to provide services requiring contact with children or providing food concessionaire services or other licensed concessionaire services in that area, unless Vendor has complied with the TB testing requirements set forth in Section 5163 of the California Public Resources Code (copy attached, page F-3), verifying that the person or persons has provided evidence/ verification of a negative


TB skin test reading less than two (2) years old (if newly hired) or within four (4) years (if current employee) of the date of execution of this agreement and every 4 years thereafter, if the term of this Agreement exceeds 4 years. For persons with a positive TB skin test reading, a physician's medical clearance must be obtained prior to services being provided as specified above.

Vendor shall keep on file each "Certificate" of clearance for the persons described above, and shall also make available a copy of each Certificate to City, if requested and allowed by law.

"Certificate" means a document signed by a licensed examining physician and surgeon or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.

4. Vendor understands that if services are rendered on a school site, there may be additional requirements that may apply including without limitation, requirements under the California Education Code. Vendor acknowledges that it is Vendor's sole responsibility to comply with all applicable laws, regulations and licensing requirements in Vendor's provision of services hereunder.

I, the Vendor by signing below verify that I have read and agree to the above:



Signature 5-17-21 Date

Dance Arts Academy

(Please print or type name of organization)

CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164

5164. (a) (1) A county or city or city and county or special district shall not hire a person for employment, or hire a volunteer to perform services, at a county or city or city and county or special district operated park, playground, recreational center, or beach used for recreational purposes, in a position having supervisory or disciplinary authority over any minor, if that person has been convicted of any offense specified in paragraph (2).

(2) (A) Violations or attempted violations of Section 220, 261.5, 262, 273a, 273d, or 273.5 of the Penal Code, or any sex offense listed in Section 290 of the Penal Code, except for the offense specified in subdivision (d) of Section 243.4 of the Penal Code.

(B) Any felony or misdemeanor conviction specified in subparagraph (C) within 10 years of the date of the employer's request.

(C) Any felony conviction that is over 10 years old, if the subject of the request was incarcerated within 10 years of the employer's request, for a violation or attempted violation of any of the offenses specified in Chapter 3 (commencing with Section 207) of Title 8 of Part 1 of the Penal Code, Section 211 or 215 of the Penal Code, wherein it is charged and proved that the defendant personally used a deadly or dangerous weapon, as provided in subdivision (b) of Section 12022 of the Penal Code, in the commission of that offense, Section 217.1 of the Penal Code, Section 236 of the Penal Code, any of the offenses specified in Chapter 9 (commencing with Section 240) of Title 8 of Part 1 of the Penal Code, or any of the offenses specified in subdivision (c) of Section 667.5 of the Penal Code, provided that no record of a misdemeanor conviction shall be transmitted to the requester unless the subject of the request has a total of three or more misdemeanor convictions, or a combined total of three or more misdemeanor and felony convictions, for violations listed in this section within the 10-year period immediately preceding the employer's request or has been incarcerated for any of those convictions within the preceding 10 years.

(b) (1) To give effect to this section, a county or city or city and county or special district shall require each such prospective employee or volunteer to complete an application that inquires as to whether or not that individual has been convicted of any offense specified in subdivision (a). The county or city or city and county or special district shall screen, pursuant to Section 11105.3 of the Penal Code, any such prospective employee or volunteer, having supervisory or disciplinary authority over any minor, for that person's criminal background.

(2) Any local agency requests for Department of Justice records pursuant to this subdivision shall include the prospective employee's or volunteer's fingerprints, which may be taken by the local agency, and any other data specified by the Department of Justice. The request shall be made on a form approved by the Department of Justice. No fee shall be charged to the local agency for requesting the records of a prospective volunteer pursuant to this subdivision.

CALIFORNIA PUBLIC RESOURCES CODE SECTION 5163

5163. (a) No person shall initially be employed in connection with a park, playground, recreational center, or beach used for recreational purposes by a city or county in a position requiring contact with children, or as a food concessionaire or other licensed concessionaire in that area, unless the person produces or has on file with the City or county a certificate showing that within the last two years the person has been examined and has been found to be free of communicable tuberculosis.

(b) Thereafter, those employees who are skin test negative shall be required to undergo the foregoing examination at least once each four years for so long as the employee remains skin test negative. Once an employee has a documented positive skin test which has been followed by an X-ray, the foregoing examination is no longer required and a referral shall be made within 30 days of the examination to the local health officer to determine the need for follow-up care.

"Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000) of Division 2 of the Business and Professions Code, or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.

5163.1. The examination shall consist of an approved intradermal tuberculosis test, which, if positive, shall be followed by an X-ray of the lungs.

Nothing in Sections 5163 to 5163.2, inclusive, shall prevent the governing body of any city or county, upon recommendation of the local health officer, from establishing a rule requiring a more extensive or more frequent examination than required by Section 5163 and this section.

5163.2. The X-ray film may be taken by a competent and qualified X-ray technician if the X-ray film is subsequently interpreted by a licensed physician and surgeon.

5163.3. The city or county shall maintain a file containing an up-to-date certificate for each person covered by Section 5163.

5163.4. Nothing in Sections 5163 to 5163.3, inclusive, shall prevent the city or county from requiring more extensive or more frequent examinations.



- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: Stephanie Duran
 EMAIL: Stephanie.Duran@Sanjoseca.gov

SCANNED SIGNATURE AUTHORIZATION

DATE: 5-17-2021
 TO: Billie Gadberry
 EMAIL: danceartsacademy@
 PHONE: 401.com
(408) 578-4055

TOTAL PAGES:
 (INCLUDING THIS PAGE) 3
 TO: _____
 EMAIL: _____
 PHONE: _____

I agree to use electronic signatures

I agree to use electronic signatures

BY: [Signature]

BY: _____

DIRECTIONS:

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

1. SIGN THE DOCUMENT **IN BLUE INK**
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE **IN COLOR**
4. EMAIL THE ENTIRE DOCUMENT TO

To BE COMPLETED BY CITY STAFF:

ALTERNATIVE METHODS OF VERIFICATION:

- USE OF A PASSWORD PROTECTED WEBSITE
- CONFIRMED BY A KNOWN TELEPHONE NUMBER
- PERSONALLY KNOWN TO CITY STAFF



Memorandum

TO: Jon Cicirelli
Director of PRNS

FROM: Petra Riguro
Interim Program Manager

SUBJECT: Approval of Retroactivity
Billie Gadberry dba Dance Arts Academy

DATE: July 20, 2021

Approved

On behalf of Jon Cicirelli Date 7/19/2021

**SUBJECT: APPROVAL OF RETROACTIVITY IN THE AGREEMENT FOR
BILLIE GADBERRY DBA DANCE ARTS ACADEMY**

In June 2013, the City Auditor released an audit report entitled "Consulting Agreements: Better Enforcement of Procurement Rules, Monitoring, and Transparency is Needed." (City Audit Report No. 13-06.) Recommendation No. 4 (Audit Report pages 16-17) involves limiting retroactive agreements to situations where contract execution is in process. The audit report states that when a City employee informally authorizes work before execution of the agreement, the employee commits City funds not within his/her authority to commit.

The Department is seeking authorization for the retroactive provision to pay for services in the following agreement.

The justification for the requests detailed below that are to include a retroactivity provision is that the agreements were competitively procured and either:

- Its execution was already in process when the services started.
- The services responded to an *immediate* threat to public health, safety, or property.
- The manner of compensation doesn't involve a commitment of City funds.
- The consultant/contractor provided a letter stating that the City isn't obligated to pay for any services it provided if the contract/amendment isn't executed.
- Starting services protected or advanced the following significant City interest:
If this option is selected, explain the City interest and how the services protected/advanced that City interest.

July 2021

Subject: APPROVAL OF RETROACTIVITY

Page 2

Billie Gadberry dba Dance Arts Academy was selected through a competitive bid process for leisure & recreation class vendors experienced in providing recreational services such as camps, educational classes, personal enrichment, and leisure classes at local community centers and parks to the residents of San José. The term of agreement began on July 14, 2021, but there were delays in acquiring required documentation for insurance requirements as outlined in Exhibit D.

We understand that retroactive agreements are to be avoided. We request an exception be made and the agreement detailed in this memorandum be allowed to proceed with retroactive clauses.



Petra Rigüero
Interim Program Manager

For questions please contact Petra Rigüero, Interim Program Manager, at (408) 793-4198 or Petra.Rigüero@sanjoseca.gov.



INSTRUCTIONS FOR INSURANCE APPROVAL:

Forward the following to: **RISK MANAGEMENT**

200 E. Santa Clara St. 2nd Floor Wing
San Jose, CA 95113-1905

1. This form (149-7) completed;
2. Copy of face page of Contract;
3. Copy of insurance requirements included in contract.

Risk Management FAX: 408-286-6492

NOTIFICATION OF CONTRACT BEING PROCESSED

Date: 5/25/2021

Service Provider: **Billie Gadberry dba Dance Arts Academy**

Address: **5725 Winfield Boulevard # San Jose CA 95123**

Email: **danceartsacademy@aol.co**

Phone No.: **408-578-4055**

Fax No.:

Project:

Project Amount: **\$260,000**

Estimated Start Date **Upon Executio**

Estimated Completion Date **6/30/2024**

Scope of Work:

Vendor will provide recreation services at City's facilities and Parks

Department **PRNS**

Division **RNS**

Department Contact: **Komila Muku**

Ph./Ext: **408-595-5887**

Department of Parks, Recreation and Neighborhood Services

Contracts Development Unit

Ph: 408-793-4199/ Fax: 408-292-6318

COMPLIANCE WITH INSURANCE REQUIREMENTS

Comments Insurance requirements as contained within presented Certificate of Insurance dated 8/5/20 and executed Representation Letters are compliant and in accordance with the minimum terms of the agreement.

Signature:

Mark Gelmokas

Risk Management Signature

Date: 7-13-21

FOR RISK MANAGEMENT USE ONLY
Date Forwarded to City Clerk:

COMPLIANCE WITH BOND REQUIREMENTS

Signature:

City Clerk

Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/05/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Specialty Insurance & Risk Services, Inc. dba A.S.I.R.S.I. Insurance Agency 7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804		CONTACT NAME: PHONE (A/C. No. Ext): _____ FAX (A/C. No): _____ E-MAIL ADDRESS: _____	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Arch Insurance Company	NAIC # 11150
INSURED Billie Gadberry dba Dance Arts Academy 5725 Winfield Blvd #4 San Jose CA 95123		INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	

COVERAGES

CERTIFICATE NUMBER: 1001803953

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y		SBCGL0331403	09/25/2020	09/25/2021	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 1,000,000	
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- The Certificate Holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of Form CG 2011 Additional Insured - Managers or Lessors of Premises, effective September 25, 2020.

CERTIFICATE HOLDER

Please refer to attached ACORD 101 for Certificate Holder Information

200 E Santa Clara St

San Jose

CA 95113

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY American Specialty Insurance & Risk Services, Inc.		NAMED INSURED Billie Gadberry dba Dance Arts Academy 5725 Winfield Blvd #4	
POLICY NUMBER SBCGL0331403		San Jose, CA 95123	
CARRIER Arch Insurance Company	NAIC CODE 11150	EFFECTIVE DATE: 09/25/2020	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE - Certificate #1001803953

- Certificate Holder (continued): City of San Jose 14th floor Risk and Insurance Certificate Holder: City of San Jose, It's Officers, employees, agents are only additional insured with respect to liability caused by the negligence of the names insured as per Form SGL002600 Additional Insured - Certificated Holders effective September 25,2020. - Sexual Abuse or Molestation Coverage is included on the GL Police. \$100,000 Limit each occurrence \$100,000 Limit Aggregate

AUTOMOBILE REPRESENTATION

If VENDOR does not have any vehicles registered to them and will not operate, borrow, or lease any vehicles not owned by them during the course of this Agreement, the VENDOR shall sign the following statement, as well as the Agreement itself, to effect a fully initiated contract:

I, as designated VENDOR, do not have, nor intend to have, for the full term of this contract any vehicles registered to me or any vehicles that I will operate, borrow or lease. I do not wish to obtain or be covered under any automobile (owned or non-owned) insurance coverage; and, therefore, am signing this Representation in lieu of providing automobile insurance, as outlined in the insurance requirements of the contract.

If during the course of this agreement I purchase, borrow, lease or rent a vehicle that I will operate during and in the course and scope of performing services for the City, I will acquire Auto Liability insurance in accordance with the City's Auto Liability insurance requirements.

Signature: _____

Jim Leahy

Date: _____

7-12-21

Business Name: _____

Dance Arts Academy

Send via electronic pdf format to Riskmgmt@sanjoseca.gov to:

City of San Jose
Attn: Risk Management
200 East Santa Clara Street, 14th Floor Tower
San Jose, CA. 95113-1905

WORKERS' COMPENSATION REPRESENTATION

If EVENT ORGANIZER does not have any employees and does not wish to cover themselves for **workers' compensation**, the EVENT ORGANIZER shall sign the following statement, as well as the Agreement itself, to effect a fully initiated Agreement:

I, as designated EVENT ORGANIZER, do not have, nor intend to have, for the full term of this Agreement any employees as defined under applicable state law. Furthermore, I do not wish to obtain or be covered under any **workers' compensation insurance** coverage; and, therefore, am signing this Representation certifying that EVENT ORGANIZER is exempt from the requirement to maintain a workers' compensation policy as defined under applicable state law and is in compliance with the insurance requirements outlined in this Agreement.

Signature: _____

Date: 7-12-21

Business Name: Dance Arts Academy

Send via electronic pdf format to Riskmgmt@sanjoseca.gov:

City of San Jose
Attn: Risk Management
200 East Santa Clara Street, 14th Floor Tower
San Jose, CA. 95113-1905

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney
 City Manager
 City Clerk **OR** Return to
Dept. (circle one)

Insurance Certificates / Waivers Electronically Signed: Yes
 Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700 Scanned Signature Authorization
 Supplemental Memorandums (if applicable): Select One

Type of Document: New Contract

Type of Contract: Other

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 667017-000

Contractor: Billie Gadberry dba Dance Arts Academy

Address: 5725 Winfield Boulevard #4

Phone: 408-578-4055

Email: danceartsacademy@aol.com

Contract Description: The purpose of this agreement is to allow the vendor to provide recreation services at City's facilities and Parks

Term Start Date: 7/14/2021

Term End Date: 6/30/2024

Extension: No

Method of Procurement: RFP

RFB, RFP or RFQ No.: _____

Date Conducted: _____

Agenda Date (if applicable): 6/22/2021

Agenda Item No.: 2.18

Resolution No.: 80104

Ordinance No.: NA

Original Contract Amount: NA

Amount of Increase/Decrease: NA

Option #: _____ of _____ Option Amount: _____

NTE/Updated Contract Amount: \$260,000

Fund/Appropriation: 001

Form 700 Required (Selection mandatory for processing): No

Revenue Agreement: No

Tax Certificate No.: 4428490210

Expiration Date: 09/15/2021

Department: PRNS (64)

Department Contact: Stephanie Duran x35596

Customer (Finance Only): _____

Notes: DB#646861

Retroactive

Project Manager: Komila Muku komila.muku@sanjoseca.gov

Department Director Signature: _____



On behalf of Jon Cicirelli

7/19/2021

Date

Office of the City Manager Signature: _____

Date