

**AGREEMENT FOR SERVICES OF USPTA
TEACHING TENNIS PROFESSIONAL CHRIS CHENG**

This Agreement ("Agreement") is effective as of JAN 13, 2017, between the **City of Saint Helena, California** ("City"), a California Municipal Corporation, and Chris Cheng USPTA Tennis Professional ("**Tennis Pro**") on the following terms and conditions:

1. Independent Contractor Status:

The services to be provided, as set forth in this Agreement, shall be provided by Tennis Pro as an independent contractor. Nothing herein contained shall be construed to make Tennis Pro an agent or employee of the City while providing said services; and, Tennis Pro shall be entitled to no other benefits or compensation except as provided herein. Tennis Pro will not be eligible for any group health insurance, life insurance, vacation, sick leave or any other benefits available to City employees employed under the Personnel Rules and Regulations of the City of St. Helena. Tennis Pro is not eligible for Federal Social Security, State Workers' Compensation, unemployment insurance or Public Retirement System benefits. Tennis Pro is responsible for payment of all Federal and State taxes applicable.

2. Hold Harmless and Indemnity Provisions:

Tennis Pro Shall:

- A. Defend, indemnify, save, and hold harmless the City and its officers and employees from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of the Tennis Pro or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising through the sole active negligence or sole willful misconduct of the City or its officers or employees, and will make good to and reimburse the City for any expenditures, including reasonable attorneys' fees, the City may make by reason of such matters and, if requested by the City will defend any such suits at the sole cost and expense of the Tennis Pro.
- B. Provide general liability insurance in the amount of \$2 million, while on court, or otherwise performing the obligations of this Agreement, for bodily injury to others, and for damage to property not in the tennis professional's care. Insurance policy shall specify the City as an additional insured and Crane Park as a covered facility by the coverage.

3. Term of Agreement:

- A. This Agreement shall commence effective JAN. 13, 2017, and unless terminated sooner, as specified below, remain in effect until the first anniversary of the commencement date.
- B. The City may terminate this Agreement without cause by giving at least thirty (30) days prior written notice to Tennis Pro. Tennis Pro may terminate this

Agreement without cause by giving at least thirty (30) days prior written notice to City Manager.

- C. The City may terminate this Agreement if at any time Tennis Pro is in default in payment of fees, portion of net revenue or any other monies required to be paid to the City, or in the performance of any duty, obligation, covenant or agreement contained herein (time expressly declare to be the essence), upon ten (10) days written notice to Tennis Pro and Tennis Pro fails to correct such default within said (10) day period.
- D. This Agreement shall automatically terminate on the first anniversary date of its commencement, unless both parties agree in writing to extend the existing terms and conditions for another one year term.

4. Tennis Pro's Use of Public Courts:

Tennis Pro will be permitted to serve the community by offering the following services on City tennis courts located at Crank Park:

- A. Conduct tennis programs for all age groups, to include, but not be limited to:
 - i. Large group lessons
 - ii. Small group lessons
 - iii. Private lessons
 - iv. Camps
 - v. Clinics
 - vi. League/Team Clinics
- B. Tennis Pro is granted the use of minimum of two (2) courts, not to exceed four (4) courts for the use of programs listed above. Schedule will be posted for community awareness. (See Tennis Pro Responsibilities below).
- C. Tennis Pro will, at his own expense, provides the necessary equipment to conduct a high-quality tennis instruction program.
- D. Tennis Pro is granted use of the power outlet behind the south courts for ball machine use.
- E. Tennis Pro will have use of the facility for private and semi-private lessons based on court availability.
- F. Tennis Pro will be responsible for conducting registration/scheduling lessons, clinics and camps.

- 5. Fees:** From the gross receipts received by Tennis Pro in the performance of the duties set forth in Section 4 above, Tennis Pro shall pay to City (every four months; April, August, December) on the last day of each four month period 10 % (ten percent) of the gross amounts received from all large and small group lessons, camps, clinics and league and team clinics and any other fee generating activities undertaken, sponsored or provided by Tennis Pro at the Crane Park Tennis Courts.

6. Responsibilities of City:

- A. Maintenance of fencing and wind screens, benches, water fountains, pathway landscaping (blowing decomposed granite off the courts on a weekly basis), trees and electrical service affecting the tennis courts.

- B. Maintenance and resurfacing of the tennis courts to maintain safety standards.
- C. Maintenance of (2) bulletin boards, one each on the North and South end of courts.

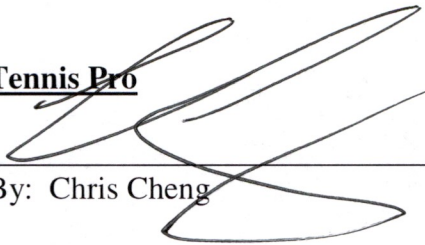
7. Responsibilities of the Tennis Pro:

- A. Maintenance of the tennis nets (furnish and install), net straps, and court garbage cans.
- B. Washing the tennis courts when needed (no more than two (2) times per year) with approval of the Director of Public Works and Director of Recreation.
- C. All advertising for tennis programs, tournaments and events.
- D. Hiring and management of sub-contractors (tennis pros, high school/college students) to assist with camps and clinics if needed. Copies of their credentials to be provided to City if needed.

8. Compliance with Public Resource Code, Section 5164:

- A. In the event and to the extent the Tennis Pro and/or his/her employees shall have supervisory or disciplinary authority over any minor or as part of the services to be performed here under, Tennis Pro is required to ensure that he/she and all of his/her employees comply with Public Resources Code, Section 5164, namely, they must undergo a criminal background check before being retained by Tennis Pro to provide services pursuant to this Agreement.
- B. Evidence of compliance with this Paragraph 8 for Tennis Pro and all then current employees shall be presented to the City before this Agreement is approved by the City. Additionally, evidence of compliance under this subparagraph shall be presented to the City during the Agreement term, for each new employee of Tennis Pro, before said new employee commences performing under this Agreement.
- C. "Evidence of Compliance" under terms of this paragraph means that the result of the criminal background search method listed below reveals no convictions for the offenses listed in the Public Resources Code, Section 5164. Tennis Pro shall present to the City each person to be checked, who shall submit to fingerprinting pursuant to Section 11105.3 of the Penal Code. Based upon said information, the City shall conduct a criminal background investigation of Tennis Pro or any of his/her employees performing hereunder. Tennis Pro shall pay to the City all costs the City incurs in performing said background investigation. Said payment shall be tendered to the City prior to Tennis Pro or any of his/her employees commencing performance hereunder.
- D. Failure of Tennis Pro to comply with the provisions of this paragraph shall be grounds for immediate cancellation or termination of this Agreement by the City of St. Helena. This Agreement and any amendments to this Agreement will not be effective until approved by the Director of Public Works and the Recreation Manager of the City of St. Helena.

Tennis Pro


By: Chris Cheng

City of St. Helena


By: City Manager

4/13/17
Date

992 BROWN, ST. - SAINT HELENA
Address

707.337.0998
Contact Phone Numbers

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/17/2017

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 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).

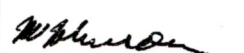
PRODUCER Edgewood Partners Ins. Center 27 School Street, Suite 404 Boston, MA 02108 617 398-5557	CONTACT NAME: PHONE (A/C, No, Ext): 415 356-3900		FAX (A/C, No):	
	E-MAIL ADDRESS:			
INSURED United States Professional Tennis Association 3535 Briarpark Dr., Suite 202 Houston, TX 77042	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A: Philadelphia Indemnity Insuranc		18058	
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			
INSURER F:				

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	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:			PHPK1584574	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB565537	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER 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)
USPTA Members are insured for General Liability for playing, teaching or officiating in tennis, pickleball and platform tennis or operating a tennis ball machine for practicing or teaching.
Christopher Arns #27718
City of Helena, its agents, officers, officials, employees, and volunteers is included as additional insured with respect to general liability as required by written contract.

CERTIFICATE HOLDER City of St. Helena 1480 Main St Saint Helena, CA 94574	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 
-----------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------