

**AGREEMENT FOR SERVICES OF USPTA
TEACHING TENNIS PROFESSIONAL DAVE ZAMARRIPA**

This Agreement ("Agreement") is effective as of 1/24, 2017, between the City of Saint Helena, California ("City"), a California Municipal Corporation, and Dave Zamarripa 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 1/24, 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: Dave Zamarripa

City of St. Helena


By: City Manager

Date

1-24-17

Address

1133 OAK AVE Saint Helena, CA 94574

Contact Phone Numbers

(808) 987-4844



January 18, 2017

Dave Zamarripa
1133 Oak Ave
Saint Helena CA 94574-2047

Dear Dave:

This letter will confirm that the **City of St. Helena, its agents, officers, officials, employees, and volunteers** have been added as an additional insured to the liability policy that is provided to you as a certified member of the United States Professional Tennis Association. This liability policy covers applicants who are being processed, certified and certain honorary members in the United States, its territories and Canada.

THE USPTA LIABILITY POLICY INCLUDES \$6 million liability insurance, while on court, for bodily injury to others; and for damage to property not in the tennis teacher's care, custody or control. It *does not cover* injury to the tennis teacher, or damage to his/her property. The accident must have taken place on court, and arisen from the tennis teacher's playing, practicing, teaching or officiating in tennis, pickleball or platform tennis

This policy does not cover the *additional insured* against any liability that might arise due to its own negligence or act. It simply means that the *additional insured* is covered for any vicarious liability arising from an accident caused by the USPTA member or insured nonmember. If the *additional insured* is held negligent, it could be sued separately and would not be covered by the USPTA member's insurance.


The additional insured fee is *nonrefundable, and is neither prorated nor transferable.* It will cover the additional insured through the term of the policy year. Reapplication must be made by the USPTA member for the additional insured each policy year, since no invoices will be sent as a reminder.

Policy number:	PHPK1584574
Effective period:	1/18/17- 12/31/17
For questions or to report an accident, contact:	USPTA World Headquarters 3535 Briarpark Drive, Suite 202 Houston, TX 77042 Telephone 713- 978-7782 ext. 110

We have ordered a certificate of insurance and will forward it to you immediately upon receiving it.

Sincerely,

UNITED STATES PROFESSIONAL TENNIS ASSOCIATION, INC.


Melony DeLoach
Insurance Department

This coverage is null and void if the member is not a citizen of or does not legally reside and work in the United States, its territories or Canada.

