

**SERVICE PROVIDER AGREEMENT  
FOR CONTRACTED AND VOLUNTEER INSTRUCTORS**



**COMMUNITY SERVICES DEPARTMENT**

**LIBRARY**

701 Angus Avenue W | (650) 616-7078

**PARKS**

1125 Crystal Springs Road | (650) 616-7196

**RECREATION AND AQUATIC CENTER**

251 City Park Way | (650) 616-7180

**SENIOR SERVICES**

1555 Crystal Springs Road | (650) 616-7150



COMMUNITY SERVICES DEPARTMENT  
SERVICE PROVIDER AGREEMENT

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## SERVICE PROVIDER AGREEMENT FOR CONTRACTED AND VOLUNTEER INDIVIDUALS

THIS AGREEMENT is made and entered into as of \_\_\_\_\_  
("Effective Date") between the CITY OF SAN BRUNO, hereinafter referred to as "CITY" and  
\_\_\_\_\_ hereinafter referred to as "SERVICE PROVIDER." CITY and SERVICE PROVIDER shall be  
referred to independently as "Party" and jointly as "Parties."

### RECITALS

Whereas, CITY desires to engage SERVICE PROVIDER to provide the services enumerated in Exhibit A – Scope of Work, to participants enrolled in City's programs and activities; and

Whereas, SERVICE PROVIDER, warrants having the expertise and experience to provide said services as described in Exhibit A – Scope of Work.

NOW, THEREFORE, CITY and SERVICE PROVIDER mutually agree as follows:

### A. TERM OF AGREEMENT

The term of this AGREEMENT shall commence on \_\_\_\_\_  
and shall end on \_\_\_\_\_ unless earlier terminated pursuant  
to the provisions of Section E below. Parties shall have the option to renew this  
AGREEMENT, by mutual written consent, up to three additional terms following the  
expiration of the initial contract.

### B. OBLIGATIONS OF SERVICE PROVIDER

#### 1. Curriculum and Resource Responsibility

SERVICE PROVIDER must complete and submit to the CITY both a Scope of Work (Exhibit A) for their program along with a Service Provider Application (Attachment B). The Scope of Work form captures important information about the program's curriculum, needed materials, and equipment.

#### 2. Class Set-up and Management Responsibilities

SERVICE PROVIDER is responsible for setting up and breaking down all equipment used for all outdoor or distant programs. CITY staff will assist with set up and break down of tables and chairs when programs are conducted at the CITY's facilities. It is the sole responsibility of SERVICE PROVIDER to ensure program/class begins and concludes on time.

#### 3. Qualifications and Compliance Requirements

SERVICE PROVIDER and employees and agents of SERVICE PROVIDER shall be trained and qualified to provide specialized instruction for classes or programs and shall



comply with all federal, state and local laws regarding permits, certifications, and licenses that may be required.

#### **4. Instructional Autonomy and Oversight**

The teaching, learning process, and performance is between SERVICE PROVIDER and participants. SERVICE PROVIDER shall perform services provided for herein in SERVICE PROVIDER's own way and in pursuit of SERVICE PROVIDER's calling, subject to the provisions of this AGREEMENT, and not as an employee of CITY. CITY reserves the right to observe the program and the SERVICE PROVIDER in the performance of his/her service to ascertain compliance with all terms and conditions of this AGREEMENT.

#### **5. Responsibility for Materials and Equipment**

SERVICE PROVIDER shall acquire, repair, and maintain at his/her sole cost and expense such equipment (excluding those items provided by CITY, such as tables and chairs) as needed for SERVICE PROVIDER's personal use for the conduct of the services. SERVICE PROVIDER shall, unless otherwise arranged with City, bear all expenses necessary to provide services in the program(s) enumerated herein and equip participant with all necessary supplies and instructional materials needed to conduct the class at no additional fee. There is no on-site storage for the SERVICE PROVIDER's materials, equipment or supplies. The City is not responsible for equipment, private property, or materials of the SERVICE PROVIDER left after a class or performance, that is found damaged or stolen.

#### **6. Cancellation and Makeup Class Procedures**

In the event a service under this AGREEMENT is cancelled by the SERVICE PROVIDER, the SERVICE PROVIDER shall make verbal or written communication with all participants, from a list provided by the City, at least forty-eight (48) hours prior to providing services, OR, arrange for a qualified substitute (approved by CITY) to perform services of this AGREEMENT. Also, SERVICE PROVIDER shall determine, with approval of CITY and consent of at least 75% of enrolled students, a makeup class or event. In the event the CITY cancels the services, the City shall make verbal or written communication with all participants three days prior to providing services of this AGREEMENT. Failure by SERVICE PROVIDER to make up a class or secure a qualified replacement to provide services of this agreement will result in the deduction of compensation for such class from the SERVICE PROVIDER's next payment and is sufficient cause for CITY to terminate this AGREEMENT.

#### **7. Registration and Fee Procedures**

SERVICE PROVIDER shall not collect any registration forms or fees. SERVICE PROVIDER will refer participants to the Community Services main office to register prior to participation. When applicable, SERVICE PROVIDER is not to permit unregistered individuals to participate in a program without the participant finalizing their registration, payment of all fees for the program, and signing of the participant liability waiver.



## 8. **Publicity and Promotion Restrictions**

All programs included in this AGREEMENT are offered by CITY who has contracted with SERVICE PROVIDER to conduct services related to the program(s). SERVICE PROVIDER shall not at any time, while on CITY's premises, engage in activities that promote any personal or other business of the SERVICE PROVIDER, including, but not limited to, distribution of business cards or promotional brochures, without CITY's prior written consent. At no time shall SERVICE PROVIDER utilize for any purpose, images, photographs, video or any other media, depicting the CITY's premises, other service providers, staff, or class participants for the purpose of promoting any personal or other business of the SERVICE PROVIDER, without the CITY's prior written consent. This prohibition applies to websites, printed materials, and any other media utilized by the SERVICE PROVIDER.

## 9. **Safety and Participant Supervision**

SERVICE PROVIDER shall take reasonable measures to ensure the safety of all program participants. SERVICE PROVIDER shall be responsible for the discipline, supervision, and conduct of program participants.

## 10. **Protection of City Property**

SERVICE PROVIDER shall protect against harm to city property the program utilizes and report damage or safety hazards immediately to city staff.

## 11. **Background Checks and Health Requirements**

Upon a conditional offer by the CITY, and prior to performing any work under this AGREEMENT, SERVICE PROVIDER and their agents, employees, and volunteers must complete both a Live Scan Fingerprinting test for a background check including completing a Tuberculosis (TB) test.

The Live Scan is to ensure the safety of children in accordance with [Section 10911.5 of the Education Code](#); and for vulnerable adults per California Law [Section 15610](#). The SERVICE PROVIDER affirms adherence to these and all other mandates, whether Federal, State, or local, pertaining to background investigations of individuals specifically working with children and vulnerable adults.

### i. **Live Scan Background Checks:**

In recognition of the potential enrollment of minors under the age of 18 in the SERVICE PROVIDER's program and given the likelihood of the presence of additional minors engaged in various programs at the Recreation and Aquatic Center, Parks, or other outdoor venues under the jurisdiction of the City, it is hereby stipulated that the SERVICE PROVIDER shall be subject to a fingerprint-based background check.

Live Scan Background Checks will be processed by the San Bruno City Police Department, in accordance with the protocols established by the State Department of Justice ("DOJ"). The financial responsibility for the processing of the SERVICE PROVIDER's fingerprints shall be borne by the City.



Acceptable Results

- a. A negative Live Scan background check, meaning no criminal history or disqualifying offenses that would prevent employment or licensing, will be considered acceptable.
- b. Specific criteria for unacceptable results may include, but are not limited to: felonies related to violence, theft, child abuse, or drug offenses, as outlined by applicable state or federal regulations.

Clearance Documentation

In cases where discrepancy arises (e.g., an unverified or mistaken record), the individual must provide evidence that clarifies and resolves any issues related to the background check results to ensure compliance with the agreement.

ii. Tuberculosis (TB) Testing

Upon a conditional offer by the CITY, the SERVICE PROVIDER and their agents, employees, and volunteers must also complete a Tuberculosis (TB) test prior to performing any work under this AGREEMENT. The TB test must be conducted within the last three years and must show results that are acceptable for the contracted services.

Acceptable Results

- a. A negative result from either the Tuberculin Skin Test (Mantoux Test) or a TB blood test (such as IGRA) will be considered acceptable, indicating that the individual is likely not infected with tuberculosis at the time of the test.
- b. In cases where the individual has previously tested positive for TB or has a history of TB infection (latent TB), a medical clearance from a healthcare provider indicating adequate treatment and no current infectious disease status will also be deemed acceptable.
- c. Test Results provided by SERVICE PROVIDER administered and certified by a Healthcare Provider (i.e. Primary Care Physician, Occupational Health Clinics, Public Health Departments, Urgent Care Facilities and Clinics, Hospitals) and issued within the past 12 months from the date of issuance of a condition offer by the CITY.

Follow-up Requirements

Any individual exhibiting TB-related symptoms, or who has had recent exposure to TB, must provide documentation of follow-up evaluation, regardless of the initial negative test result.

iii. Live Scan and TB Test Clearance List

When applicable, SERVICE PROVIDER must complete and submit no later than 3 days following the signing of this contract, Attachment C – Live Scan and TB Test Clearance List, affirming all of its personnel listed have also completed, and have acceptable test results for contracted services under this contract. SERVICE PROVIDER is required to provide CITY an update of this form of all additional staffing. CITY will not permit any individual not listed on this form to perform any services under this AGREEMENT.



During the term of this AGREEMENT, should the SERVICE PROVIDER or any of its agents or employees be found to have been convicted of any offenses specified in [Penal Code Section 11105.3](#), this Agreement shall be deemed automatically terminated, and the SERVICE PROVIDER's activities shall cease forthwith.

Additionally, any refusal by the SERVICE PROVIDER to submit to the mandated background investigation and required testing shall result in the immediate termination of the CITY's conditional offer.

## 12. Reporting and Mandated Responsibilities

### i. Mandated Reporter

[California Penal Code Section 11165.7](#) stipulates a SERVICE PROVIDER of the CITY working as an instructor with children is a Mandated Reporter. Prior to contracting with the City, California law ([Penal Code § 11166.5](#)) requires that SERVICE PROVIDER sign a statement (Exhibit B) verifying, acknowledging, and agreeing that SERVICE PROVIDER and all its agents, employees, and volunteers, have read and will comply with the provisions of the [Child Abuse and Neglect Reporting Act, Penal Code section 11164](#) et seq.

### ii. Financial Reporting

SERVICE PROVIDER shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers' compensation and unemployment insurance and that of his/her employees or sub-SERVICE PROVIDER(S). SERVICE PROVIDER expressly acknowledges and agrees that CITY has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance or other employee benefits and that any person employed by SERVICE PROVIDER shall not be in any way an employee of CITY.

### iii. Immigration Reform and Control Act Compliance

SERVICE PROVIDER shall be aware of the requirements of the [Immigration Reform and Control Act of 1986](#) and shall comply with those requirements including, but not limited to, verifying the eligibility for employment of all agents, employees, and volunteers.

### iv. Anti-Discrimination Provisions

SERVICE PROVIDER agrees, assures and certifies that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, be excluded from participation in or be denied the benefits of the services provided pursuant to this AGREEMENT, and that SERVICE PROVIDER shall not discriminate on those grounds in the selection and retention of employees and the procurement of materials and equipment, except as provided in [California Government Code Section 12940](#). SERVICE PROVIDER agrees to comply with all applicable federal, state and local laws, ordinances and regulations, including, but not limited to, the Americans with Disabilities Act (ADA).



**13. Licenses and Certification Requirements**

SERVICE PROVIDER must provide a City of San Bruno Business License in compliance with [San Bruno Municipal Code §4.04.020](#).

SERVICE PROVIDER must provide CITY a copy of any required certifications to perform the services of this AGREEMENT.

**14. Insurance Requirements**

SERVICE PROVIDER will provide CITY with a Certificate of Insurance satisfying the coverage amounts for each category. Coverage shall be at least as broad as:

i. [Commercial General Liability \(CGL\)](#)

Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

ii. [Automobile Liability](#)

ISO Form Number CA 00 01 covering any auto (Code 1), or if SERVICE PROVIDER has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

iii. [Workers’ Compensation](#)

CITY requires SERVICE PROVIDER to acquire per Statutory Worker’s Compensation Insurance and Employer’s Liability Insurance for any and all persons employed directly or indirectly for SERVICE PROVIDER with limits not less than **\$2,000,000**. SERVICE PROVIDER shall comply with updated requirements and provide such copy of updated coverage to CITY.

iv. [Sexual Abuse and Molestation Insurance](#)

SERVICE PROVIDER is required to maintain Sexual Abuse and Molestation Insurance with a limit of no less than **\$1,000,000** per occurrence. This coverage must be included to protect against claims of sexual abuse or molestation arising from the activities of the SERVICE PROVIDER, its employees, agents, and volunteers. Proof of this insurance must be provided to the City prior to the commencement of services, and it must remain in effect for the duration of the contract. The policy shall be endorsed to include coverage for any acts of sexual abuse or molestation committed by individuals associated with the SERVICE PROVIDER while engaged in providing services under this agreement.

If the SERVICE PROVIDER maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the SERVICE PROVIDER.



v. Other Insurance Provisions

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

Additional Insured Status. The City of San Bruno and its elected and appointed officials, employees, and agents are to be covered as insureds on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the SERVICE PROVIDER and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the SERVICE PROVIDER including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the SERVICE PROVIDER's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this contract, the SERVICE PROVIDER's insurance coverage shall be primary insurance as respects the City of San Bruno, their elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City of San Bruno, their elected and appointed officials, employees, or agents shall be excess of the SERVICE PROVIDER's insurance and shall not contribute with it.

Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the City.

Insurer's Requirements. Insurance is to be placed with insurers with a current [AM Best](#) rating of no less than A:VII, unless otherwise acceptable to the City and signed off by department Business Manager.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the SERVICE PROVIDER to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Waiver of Subrogation. SERVICE PROVIDER hereby grants to the City of San Bruno a waiver of any right to subrogation which any insurer of said SERVICE PROVIDER may acquire against the City by virtue of the payment of any loss under such insurance. SERVICE PROVIDER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Verification of Coverage. SERVICE PROVIDER shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work



commences. However, failure to obtain the required documents prior to the work beginning shall not waive the SERVICE PROVIDER's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Sub-contractor Insurance. SERVICE PROVIDER shall not allow any sub-contractor to commence work on any subcontract until all insurance required of the Consultant has also been obtained for the sub-contractor.

Modifications. Insurance requirements are subject to review and may be modified at the discretion of the City Manager per level of risk as determined by City Attorney.

**15. Taxes Liability**

SERVICE PROVIDER is solely responsible to declare compensation for services for income tax purposes and is solely responsible for all tax liability.

**16. Documents Required**

Following the signing of this contract, SERVICE PROVIDER will provide CITY with all documents required as outlined in Attachment A.

**C. OBLIGATIONS OF THE CITY**

**1. Compensation**

In consideration of the services provided by the SERVICE PROVIDER under this AGREEMENT, the SERVICE PROVIDER shall be compensated for each program at the percentage rate(s) mutually agreed upon by the Parties. These rate(s) are specified in the "Pay Out %" field within the Instructor Section of the Scope of Work Form and are incorporated into this AGREEMENT as the established rate of compensation.

**2. Payments**

Within ten (10) business days of SERVICE PROVIDER's final services under this AGREEMENT, CITY will provide SERVICE PROVIDER with an electronic invoice detailing the percentage of collected revenues SERVICE PROVIDER is owed. SERVICE PROVIDER will review the invoice and electronically sign and return to CITY within five (5) business days of receipt indicating SERVICE PROVIDER's approval. Unless otherwise agreed in writing, CITY shall compensate SERVICE PROVIDER, in full, thirty (30) days from date of receipt of non-disputed invoice. Any disputes regarding the invoice should follow the procedures described in Section D subdivision 12 (Disputes Resolution Procedures).

SERVICE PROVIDER shall be entitled to compensation at the percentage rate specified in Exhibit A – Scope of Work, calculated based on the gross proceeds collected by the City during the term of this AGREEMENT from participants enrolled in the SERVICE PROVIDER's course. Such calculation shall exclude non-residency fees and any administrative surcharges.



**3. Service Oversight and Evaluation**

CITY retains the right to review the SERVICE PROVIDER's performance, the Scope of Work described in Exhibit A, and regulate the use of CITY facilities. However, SERVICE PROVIDER shall be responsible for determining the most appropriate method of actually conducting the services.

**4. Venue Provision for Service**

The CITY will supply the SERVICE PROVIDER with a suitable location for the services to be provided when class is offered on City property.

**5. Participant Registration and Management**

The CITY will register participants, collect participant fees, prepare participant rosters, and promote program through platforms and marketing efforts decided by City.

**6. Confidentiality and Proprietary Information**

SERVICE PROVIDER's business records and financial information are proprietary in nature and kept confidential, to the extent allowed by law. SERVICE PROVIDER acknowledges that CITY is subject to the California Public Records Act.

**D. GENERAL PROVISIONS AND CONSIDERATIONS**

**1. Execution and Authority**

The individuals executing this AGREEMENT represent and warrant that they have the legal power, right, and actual authority to bind SERVICE PROVIDER to the terms and conditions hereof and thereof.

**2. Confidentiality and Non-Disclosure Obligations**

All reports and documents prepared by SERVICE PROVIDER in connection with the performance of this AGREEMENT are confidential until released by CITY to the public in accordance with the California Public Records Act. SERVICE PROVIDER shall not make any such documents or information available to any individual or organization not employed by CITY without the written consent of CITY before any release.

**3. Ownership of Intellectual Property and Documents**

All documents prepared by SERVICE PROVIDER in the performance of this AGREEMENT are and shall be the property of CITY, whether the project for which they are made is executed or not.

**4. Governing Law and Jurisdiction**

Any litigation concerning this AGREEMENT shall take place in the superior or federal district court with geographic jurisdiction over City of San Bruno. The interpretation and implementation of this AGREEMENT shall be governed by the domestic law of the State of California.



## 5. Entire Agreement and Amendment

This AGREEMENT constitutes the entire agreement between CITY and SERVICE PROVIDER, and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by a written instrument signed by both CITY and SERVICE PROVIDER.

For the avoidance of doubt, any addition of new classes or services to be provided by Service Provider during the term of this AGREEMENT shall be made through a written amendment to Exhibit A - Scope of Work of this AGREEMENT.

The SERVICE PROVIDER must submit a Scope of Work Form for all additional services and execute an Amendment signed by both Parties. A sample of this Amendment is provided as Attachment D, and will be accompanied by the new Scope of Work form, which outlines the details of the additional services, including but not limited to the description, schedule, compensation, and any specific requirements. Both documents must be signed by both parties.

It is expressly understood and agreed that such amendments, utilizing Attachment D, pertain solely to the Scope of Work for additional services, and shall not modify or otherwise affect any other terms or conditions of this AGREEMENT, which shall remain in full force and effect.

All other modifications to this Agreement must also be in writing and signed by both parties.

## 6. Service Provider's Independent Contractor Status

At all times during the term of this AGREEMENT, SERVICE PROVIDER is an independent contractor and shall not be deemed an employee of CITY. Neither CITY nor any of its agents shall have control over the conduct of SERVICE PROVIDER or any of SERVICE PROVIDER's employees as it pertains to their service delivery and methodology. The CITY reserves the right to intervene and stop any behavior deemed inappropriate, including but not limited to: harassment, discrimination, use of offensive language, or any conduct that violates this AGREEMENT, applicable laws, or City policies. Such intervention may include, but is not limited to, a verbal warning, suspension of services, or termination of this AGREEMENT.

- A. No Authority to Act on Behalf of CITY: SERVICE PROVIDER shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent, except as CITY may specifically provide in writing. SERVICE PROVIDER shall have no authority, express or implied, to bind CITY to any obligation whatsoever.
- B. CITY Employee Benefits Non-Applicable: Because SERVICE PROVIDER is an independent contractor and not an employee of CITY, SERVICE PROVIDER is not eligible for any CITY employee benefit plans including medical, life, or disability insurance, unemployment benefits, or worker's compensation, or any other CITY personnel policies.



**7. Conflict of Interest Acknowledgement**

SERVICE PROVIDER affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services under this AGREEMENT.

**8. Prohibition on Assignment and Subcontracting**

SERVICE PROVIDER shall not assign, delegate, or transfer this AGREEMENT in whole or in part, and any work hereunder, without express written agreement from the CITY, nor assign any monies due or to become due hereunder except as expressly stated herein. Consent to one assignment shall not be deemed consent to any subsequent assignment. CITY has no obligation to pay money to any person, party or subcontractor other than SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to so assign this AGREEMENT or any rights, duties, or obligations arising hereunder shall be void and of no effect. If approved by CITY, any subcontract(s) shall contain a provision making them subject to all provisions set forth in this AGREEMENT.

**9. Notices and Communication**

Any notice required to be given hereunder shall be deemed received on the day of delivery if delivered by hand during the receiving party's regular business hours or by email before or during the receiving party's regular business hours; or on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth herein:

CITY OF SAN BRUNO		SERVICE PROVIDER
Community Services Department		
	Division	
ATTN:		
567 El Camino Real		
San Bruno, California 94066		

Either party may at any time change the party's address for mailing upon written notice to the other party.

**10. Severability Clause**

Each provision, term, condition, covenant and/or restriction, in whole and in part, in this AGREEMENT shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this AGREEMENT is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this AGREEMENT and shall not affect any other provision, term, condition, covenant and/or restriction of this AGREEMENT and the remainder of the AGREEMENT shall continue in full force and effect.



## 11. Indemnification Obligations

To the fullest extent permitted by law, the SERVICE PROVIDER shall defend, indemnify and hold the City, its elected officials, officers, sub-contractors, volunteers, agents and employees free and harmless, including payment of actual attorneys' fees, with respect to any and all claims, liabilities or losses for personal injury, death or property damage arising out of, related to, or connected with the acts or omissions of the SERVICE PROVIDER or anyone acting on behalf of the SERVICE PROVIDER, in the performance of this AGREEMENT. The provisions of this Section shall survive the termination or expiration of this AGREEMENT.

## 12. Disputes Resolution Procedures

Should a dispute arise regarding the performance of this AGREEMENT, the following procedures shall be used to address any question(s) of fact or interpretation not otherwise settled by agreement between the parties.

- A. Any item of dispute shall be reduced to writing by the complaining party.
- B. A copy of such documented dispute shall be forwarded to the other party along with recommended method(s) of resolution. The party receiving the letter shall reply to the letter along with a recommended method of resolution within (10) days of receipt of the letter.
- C. If the dispute is not resolved at staff level, within five (5) city working days of the receiving party response, the aggrieved party shall deliver to the City Manager's office a letter outlining the dispute for the City Manager's review. The City Manager, at his/her sole discretion, may respond as he/she deems appropriate, including recommendations for resolution, discussions, or rejection of the dispute within fifteen (15) city working days of receipt of the complaint.

If the dispute remains unresolved after the parties have exhausted the procedures outlined in this section, the parties may then seek remedies available to them under this AGREEMENT and at law, including, but not limited to, under the termination procedures. This provision does not relieve SERVICE PROVIDER of its obligation and SERVICE PROVIDER is required to timely comply with all applicable provisions of the Government Claims Act before initiating any legal proceeding against CITY.

## 13. Mediation Process

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until



agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

**14. Litigation Cooperation and Compensation**

SERVICE PROVIDER shall testify at CITY'S request if litigation is brought against CITY in connection with SERVICE PROVIDER'S services under this Agreement. Unless the action is brought by SERVICE PROVIDER, or is based upon SERVICE PROVIDER'S wrongdoing, CITY shall compensate SERVICE PROVIDER for preparation for testimony, testimony, and travel at SERVICE PROVIDER'S standard hourly rates at the time of actual testimony.

**15. Waivers of Terms and Conditions**

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement, or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

**16. Recovery of Costs and Attorney Fees**

Attorney fees in total amount not exceeding \$5,000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5,000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this provision that neither party shall have to pay the other more than \$5,000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

**E. TERM AND TERMINATION OF AGREEMENT**

**1. Term of Agreement**

This AGREEMENT shall terminate on **June 30<sup>th</sup> of each fiscal year**, unless sooner terminated as set forth herein. Upon receipt of any notice of termination from City, SERVICE PROVIDER shall immediately cease all Services hereunder except such as may be specifically approved in writing by City. SERVICE PROVIDER shall be entitled to compensation as outlined in Section III, for all Services rendered prior to receipt of City's notice of termination and for any Services authorized in writing by City thereafter.

**2. Termination for Endangerment or Inappropriate Conduct**

In the event CITY, in its sole and absolute discretion, determines that SERVICE PROVIDER's provision of services, programs, and/or staff endangers the public health, safety, and/or welfare of participants or facilities, or constitutes inappropriate behavior, CITY reserves the right to terminate this AGREEMENT immediately.



**3. Termination for Failure to Comply**

In the event SERVICE PROVIDER fails to comply with any terms expressed in this AGREEMENT, CITY may immediately cancel, terminate or suspend this AGREEMENT, in whole or in part. SERVICE PROVIDER may be ineligible for further agreements and CITY may seek other remedies as provided by law. If termination is due to the failure of SERVICE PROVIDER to fulfill his/her obligations under this AGREEMENT, City may take over the work and prosecute the same to completion by contract or otherwise, and SERVICE PROVIDER shall be liable to the extent that the total cost for completion of the Services required hereunder, including costs incurred by City in retaining a replacement Service Provider, and similar expenses, exceeds the budget allocated for the services to be provided under this AGREEMENT.

**4. Cancellation Due to Insufficient Enrollment**

CITY reserves the right to cancel a class or this AGREEMENT immediately should program enrollment not meet minimum participation requirements five (5) business days from the start of the class. Should enrollment drop during the program, SERVICE PROVIDER is still obligated to provide services unless program is cancelled by CITY.

**5. Termination for Convenience**

SERVICE PROVIDER may terminate this AGREEMENT at any time by delivering thirty (30) days written notice to the CITY prior to the effective date of termination.

CITY may terminate this AGREEMENT for any reason, with or without cause, immediately by delivering written notice to SERVICE PROVIDER and effective upon date of notification.

If CITY cancels the program after minimum enrollment is met, the program is in session, and said cancellation is at no fault of SERVICE PROVIDER, CITY shall compensate SERVICE PROVIDER for services provided to that point.



COMMUNITY SERVICES DEPARTMENT  
SERVICE PROVIDER AGREEMENT

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IN WITNESS WHERE OF, the Parties hereto have caused this AGREEMENT to be executed.

**SERVICE PROVIDER**

**CITY OF SAN BRUNO**

\_\_\_\_\_  
SERVICE PROVIDER NAME      DATE

\_\_\_\_\_  
Travis M. Karlen, Director      DATE  
Community Services Department

\_\_\_\_\_  
Contractor's Tax I.D. Number

\_\_\_\_\_  
Contractor's San Bruno Business License Number

**APPROVED AS TO FORM**

\_\_\_\_\_  
Trisha Ortiz, City Attorney

**ATTEST:**

City Council Approval   N/A   (Date)

\_\_\_\_\_  
Lupita Huerta, City Clerk

Exhibit:                   A – Scope of Work  
                                  B – Mandated Reporting Form



## **F. EXHIBITS**

1. **Exhibit A - Scope of Work**
2. **Exhibit B - Mandated Reporting Form**

## **G. ATTACHMENTS**

1. **Attachment A - Onboarding Document Checklist**
2. **Attachment B – Service Provider Application**
3. **Attachment C - Live Scan and TB Test Clearance List**
4. **Attachment D - Service Provider Agreement Amendment**



**COMMUNITY SERVICES DEPARTMENT**  
**EXHIBIT A - SCOPE OF WORK**  
**SERVICE PROVIDER/PROGRAM DETAILS**

<b>INSTRUCTOR</b>	<b>Instructor Name</b>	
	<b>Business Name</b>	
	<b>Address:</b>	
	<b>City/State/Zip</b>	
	<b>Main Phone:</b>	
	<b>Alternate Phone:</b>	
	<b>Website:</b>	
	<b>Email:</b>	
	<b>Pay Out %</b>	
	<b>Automobile Use</b>	
	<b>No. of Employees</b>	

<b>INSTRUCTOR</b>	<b>Instructor Name</b>	
	<b>Business Name</b>	
	<b>Address:</b>	
	<b>City/State/Zip</b>	
	<b>Main Phone:</b>	
	<b>Alternate Phone:</b>	
	<b>Website:</b>	
	<b>Email:</b>	
	<b>Pay Out %</b>	
	<b>Automobile Use</b>	
	<b>No. of Employees</b>	

<b>PROGRAM DETAILS &amp; PARTICIPANTS</b>	<b>Title:</b>	
	<b>Brief Description</b>	<b>Excluding Dates</b>
	<b>Class Fee:</b>	<b>Materials Fee</b>
	<b>Dates:</b>	
	<b>Time:</b>	
	<b>Days:</b>	MON TUES WED THUR FRI SAT SUN
	<b>Enrollment:</b>	MIN MAX
	<b>Age:</b>	MIN MAX
	<b>Equipment Provided:</b> <small>(i.e. Yoga Mats, blocks, other Yoga Equipment. Participants are encouraged to bring own mats)</small>	
	<b>Materials Provided:</b> <small>(i.e. Yoga Mats, blocks, other Yoga Equipment. Participants are encouraged to bring own mats)</small>	
<b>Preschool (Ages 2-5)</b>	<b>Adults (Ages 18-54)</b>	
<b>Youth (Ages 6-12)</b>	<b>Mature Adults (Ages 50+)</b>	
<b>Teens (Ages 13-17)</b>		

<b>PROGRAM DETAILS &amp; PARTICIPANTS</b>	<b>Title:</b>	
	<b>Brief Description</b>	<b>Excluding Dates</b>
	<b>Class Fee</b>	<b>Materials Fee</b>
	<b>Dates:</b>	
	<b>Time:</b>	
	<b>Days:</b>	MON TUES WED THUR FRI SAT SUN
	<b>Enrollment:</b>	MIN MAX
	<b>Age:</b>	MIN MAX
	<b>Equipment Provided:</b> <small>(i.e. Yoga Mats, blocks, other Yoga Equipment. Participants are encouraged to bring own mats)</small>	
	<b>Materials Provided:</b> <small>(i.e. Yoga Mats, blocks, other Yoga Equipment. Participants are encouraged to bring own mats)</small>	
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<b>Teens (Ages 13-17)</b>		

<b>ACTIVITY GUIDE</b>	<b>Fall (September - December)</b> <b>Winter/Spring (January - May)</b> <b>Summer (June - August)</b> <b>Education, Coding &amp; STEM</b> <b>Creativity &amp; Arts</b> <b>Aquatics</b> <b>Athletics, Fitness &amp; Sports</b> <b>Senior Services (50+)</b>
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<b>ACTIVITY GUIDE</b>	<b>Fall (September - December)</b> <b>Winter/Spring (January - May)</b> <b>Summer (June - August)</b> <b>Education, Coding &amp; STEM</b> <b>Creativity &amp; Arts</b> <b>Aquatics</b> <b>Athletics, Fitness &amp; Sports</b> <b>Senior Services (50+)</b>
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<b>SUBSIDY</b>	I acknowledge receipt of information from Community Services staff regarding a grant from the San Bruno Community Foundation (SBCF), administered by their department, to assist with contract requirements, specifically in obtaining a Business License and Insurance coverages. By my initials,
	I accept the SBCF Grant to cover costs, and authorize staff to obtain a Business License on my behalf _____ I accept the SBCF Grant to cover costs, and authorize staff to obtain an Insurance Policy on my behalf _____

Service Provider Signature

Date

Travis M. Karlen, Director

Date

# MANDATED REPORTING



## EXHIBIT B

COMMUNITY SERVICES DEPARTMENT  
SERVICE PROVIDER AGREEMENT

### ACKNOWLEDGMENT OF MANDATED REPORTING REQUIREMENTS, RECEIPT OF TRAINING, AND RECEIPT OF PENAL CODE STATUSES

A mandated reporter is an individual who is obligated by law to report suspected cases of child abuse and neglect. In general, any individual who, in the ordinary course of their employment, has contact with children is a mandated reporter. Mandated reporters include childcare workers, teachers and coaches. ([California Penal Code § 11165.7.](#))

If your job duties as an employee or an independent Service Provider contracted by City of San Bruno include contact with children, you are a Mandated Reporter. Prior to commencing services and as a prerequisite of that contracted service, California law requires that you sign a statement to the effect that you have knowledge of the provisions of the Mandated Reporter Law, and will comply with those provisions. ([California Penal Code § 11166.5.](#))

The following are your Mandated Reporter responsibilities under California law. You are also being provided with a separate informational document that includes the text of the California Mandated Reporter Law and contact information for Child Abuse and Neglect Reporting for the County of San Mateo. Please review this information carefully and acknowledge your receipt and understanding where indicated. ***If you have questions or concerns about this form or your Mandated Reporter responsibilities, please contact Human Resources, Risk Management or your Supervisor.***

I understand that:

- By virtue of my service as an independent Service Provider contracted by the City of San Bruno, and because my services requires me to have contact with children and/or vulnerable adults participants, I am a Mandated Reporter as defined by [California Penal Code §11165.7](#) and/or [Elder Abuse and Dependent Adult Civil Protection Act](#) .
- The following situations trigger mandatory reports: a) Physical Abuse (willful harming of a child); b) Sexual Abuse including sexual assault, child exploitation, pornography, and trafficking; c) Severe or General Neglect; and d) Extreme Corporal Punishment (resulting in injury). ([Cal. Pen. Code § 11165](#) et seq.) I further understand that I may, but am not required to, report suspected Emotional Abuse. ([Cal. Pen. Code § 11165.05.](#))
- If I reasonably suspect that a child is being abused, I must immediately make a telephone report. I must follow up with a written report within 36 hours. This report may be made to local law enforcement, or County Sheriff's Department, Probation Department or Child Welfare Agency. ([Cal. Pen. Code § 11166\(a\).](#))
- If I reasonably suspect that a child is being abused, I may consult with my supervisor or management. My supervisor and I may agree to file a joint report, but I understand that even if my supervisor disagrees with me, if I reasonably suspect that a child is being abused, I must make a report. ([Cal. Pen. Code § 11166\(h\).](#))
- I am not required to, but I may, share information about suspected abuse with my supervisor or management.
- When I make a mandated report, I will be required to give my name. However, my identity will be kept confidential unless I either consent to disclosure or if disclosure is made pursuant to a court order. Further, agencies investigating the mandated report may disclose my identity to one another. ([Cal. Pen. Code §11167\(d\).](#))

# MANDATED REPORTING



EXHIBIT B

Pg. 2

COMMUNITY SERVICES DEPARTMENT  
SERVICE PROVIDER AGREEMENT

- The following agencies and individuals receiving or investigating mandated reports may disclose my identity to one another:
  - Prosecutors in a criminal prosecution or in an action initiated under section [602 of the Welfare and Institutions Code](#) arising from alleged child abuse;
  - Counsel appointed pursuant to subdivision (c) of [Section 317 of the Welfare and Institutions Code](#);
  - The county counsel or prosecutor in a proceeding under [Part 4 \(commencing with Section 7800\) of Division 12 of the Family Code or Section 300](#) of the Welfare and Institutions Code;
  - A licensing agency when abuse or neglect in out-of-home care is reasonably suspected. ([Cal. Pen. Code § 11167.5.](#))
- I may not be disciplined, dismissed, retaliated against, discriminated against or harassed for making a mandated report of reasonably suspected child abuse.
- As a Mandated Reporter, I have civil and criminal immunity when making a report. ([Cal. Pen. Code § 11172.](#))
- As a Mandated Reporter, **it is a misdemeanor to fail to comply with Mandated Reporting laws and I can be held criminally liable for failing to report suspected abuse.** The penalty for this is up to six months in County jail, a fine of not more than \$1000, or both. I further understand I could be civilly liable for failure to report. ([Cal. Pen. Code § 11166\(c.\)](#))

I have been provided with a copy of California Penal Code sections 11164-11174.3 (Mandated Reporter Law).

I understand that I am a legally Mandated Reporter. I am aware of, understand my responsibilities under the Mandated Reporter laws of this state, and am willing and able to comply. I understand that a copy of this Acknowledgement will be kept in my personnel file.

## City of San Bruno

Community Services Department

251 City Park Way, San Bruno, CA 94066

(650) 616-7180

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

# ONBOARDING DOCUMENTS CHECKLIST



SPA (Attachment A)

COMMUNITY SERVICES DEPARTMENT  
SERVICE PROVIDER AGREEMENT

## A. DOCUMENTS SUBMITTED TO CITY BY POTENTIAL SERVICE PROVIDERS

EXHIBIT/ ATTACHMENT	DOCUMENT(S)	SUBMITTED BY	
		SERVICE PROVIDER	CITY
A	Service Provider Application ( <i>Online or In Person</i> )	✓	
B	Scope of Work ( <i>Online or In Person</i> )	✓	

## B. DOCUMENTS/EXAMS REQUIRED - (*Following interview and acceptance of the documents in Section A*)

EXHIBIT/ ATTACHMENT	DOCUMENT(S)	COMPLETED OR SUBMITTED BY	
		SERVICE PROVIDER	CITY
	Service Provider's Government Photo ID(s)	✓	
	Service Provider's Social Security Card	✓	
	W9 – For First Time Person(s)/Businesses	✓	
	Live Scan Fingerprinting Exam	✓	✓
	Tuberculosis (Tuberculin Skin) Test	✓	✓

## C. CERTIFICATES/LICENSES REQUIRED (*DocuSign Attachments*)

EXHIBIT/ ATTACHMENT	DOCUMENT(S)	COMPLETED OR SUBMITTED BY	
		SERVICE PROVIDER	CITY
	San Bruno Business License	✓	
	Certificate of Insurance	✓	

## D. DOCUMENTS FOR AGREEMENT - REQUIRED SIGNATURES (*DocuSign Packet +Section C above*)

EXHIBIT/ ATTACHMENT	DOCUMENT(S)	SIGNED BY	
		SERVICE PROVIDER	CITY
	Service Provider Agreement	✓	✓
A	Scope of Work	✓	✓
B	Mandated Reporting Form	✓	



# COMMUNITY SERVICES DEPARTMENT

SPA (Attachment B)

# SERVICE PROVIDER APPLICATION

APPLICANT INFORMATION					
NAME: (First/Last)				M.I.	Date
ADDRESS: (Street, City, State, ZIP)				Apt./Unit	
PRIMARY PHONE NUMBER:			PRIMARY EMAIL:		
PROPOSED CLASS:					
HAVE YOU TAUGHT THIS CLASS BEFORE?		YES	NO		
LOCATION:			DATES: FROM		TO
MAY WE CONTACT THEM AS A REFERENCE?		YES	NO	PHONE:	
LOCATION:			DATES: FROM		TO
MAY WE CONTACT THEM AS A REFERENCE?		YES	NO	PHONE:	
LOCATION:			DATES: FROM		TO
MAY WE CONTACT THEM AS A REFERENCE?		YES	NO	PHONE:	
EDUCATION					
HIGH SCHOOL:					
ADDRESS:					
ENROLLED DATES	FROM:	TO:	Did you graduate?	YES	NO YEAR
COLLEGE:					
ADDRESS:					
ENROLLED DATES	FROM:	TO:	Did you graduate?	YES	NO YEAR
OTHER SCHOOL:					
ADDRESS:					
ENROLLED DATES	FROM:	TO:	Did you graduate?	YES	NO YEAR
REFERENCES (Please list two professional references)					
NAME:		Relationship:			
COMPANY:			Phone:		
ADDRESS:					
NAME:		Relationship:			
COMPANY:			Phone:		
ADDRESS:					
RELATED EMPLOYMENT:					
Company:			From:	To:	
Address:			Phone:		
Job Title:			Responsibilities:		
Reason for Leaving:			May we contact your previous supervisor for a reference		YES NO
Company:			From:	To:	
Address:			Phone:		
Job Title:			Responsibilities:		
Reason for Leaving:			May we contact your previous supervisor for a reference		YES NO
NEED FOR PROGRAM: If known - Please list all other providers of a similar program in this community.					
NAME:			Phone:		
Summary of Services					
NAME:			Phone:		
Summary of Services					
DISCLAIMER AND SIGNATURED					
<p>Contract Instructors are contracted with the City to provide instruction for specialty recreation activities and are therefore not employees of the City of San Bruno. Contract Instructors shall be dismissed at any time if the Community Services Department finds their instruction to be inadequate or their behavior, attitude, or appearance to be unacceptable. Please attach any additional information about yourself that would further explain your desire to be a Contract Instructor. I certify that all statements in this application are true and complete. I agree and understand that any incorrect statements or omissions of material facts herein will cause forfeiture on my part of all rights to contracting with the City of San Bruno. I release all individuals who provide information to the City from all liability regarding the use of such information</p>					

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

# LIVE SCAN AND TB TEST CLEARANCE LIST



SPA (Attachment C )

COMMUNITY SERVICES DEPARTMENT  
SERVICE PROVIDER AGREEMENT

## SERVICE PROVIDER'S PERSONNEL LIVE SCAN AND TUBERCULOSIS TEST CLEARANCE LIST

Independent Contractor Name:

Employee/Agent or Volunteer Name	Status	Employment Hire Date	Release Date	Live Scan	TB Test Authorized (2 yrs.)	CPR/DOE	First Aid/DOE	Completed Questionnaire	Required Mandated Reporting	Contractor's initials verifying all complete

I hereby certify that the above is true and correct and that I am an authorized representative of the above stated Independent Contractor.

Signature:	
Printed Name:	
Date:	

***SERVICE PROVIDER shall furnish to CITY an initial staffing roster, including names and roles, no later than three (3) calendar days following the execution date of original AGREEMENT. Throughout the term of AGREEMENT, SERVICE PROVIDER shall provide updated staffing information as necessary to reflect any personnel changes. Only individuals listed on the most recent submitted roster shall be authorized to perform duties or tasks under this AGREEMENT. Any unauthorized personnel providing services will be grounds for immediate termination of this AGREEMENT***





**COMMUNITY SERVICES DEPARTMENT  
EXHIBIT A - SCOPE OF WORK  
AMENDMENT  
SERVICE PROVIDER/PROGRAM DETAILS**

<b>INSTRUCTOR</b>	<b>Instructor Name</b>	
	<b>Business Name</b>	
	<b>Address:</b>	
	<b>City/State/Zip</b>	
	<b>Main Phone:</b>	
	<b>Alternate Phone:</b>	
	<b>Website:</b>	
	<b>Email:</b>	
	<b>Pay Out %</b>	
	<b>Automobile Use</b>	
	<b>No. of Employees</b>	

<b>INSTRUCTOR</b>	<b>Instructor Name</b>	
	<b>Business Name</b>	
	<b>Address:</b>	
	<b>City/State/Zip</b>	
	<b>Main Phone:</b>	
	<b>Alternate Phone:</b>	
	<b>Website:</b>	
	<b>Email:</b>	
	<b>Pay Out %</b>	
	<b>Automobile Use</b>	
	<b>No. of Employees</b>	

<b>PROGRAM DETAILS &amp; PARTICIPANTS</b>	<b>Title:</b>	
	<b>Brief Description</b>	<b>Excluding Dates</b>
	<b>Class Fee:</b>	<b>Materials Fee</b>
	<b>Dates:</b>	
	<b>Time:</b>	
	<b>Days:</b>	MON TUES WED THUR FRI SAT SUN
	<b>Enrollment:</b>	MIN MAX
	<b>Age:</b>	MIN MAX
	<b>Equipment Provided:</b> <small>(i.e. Yoga Mats, blocks, other Yoga Equipment. Participants are encouraged to bring own mats)</small>	
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<b>Teens (Ages 13-17)</b>		

<b>PROGRAM DETAILS &amp; PARTICIPANTS</b>	<b>Title:</b>	
	<b>Brief Description</b>	<b>Excluding Dates</b>
	<b>Class Fee</b>	<b>Materials Fee</b>
	<b>Dates:</b>	
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<b>Education, Coding &amp; STEM</b>	
<b>Creativity &amp; Arts</b>	
<b>Aquatics</b>	
<b>Athletics, Fitness &amp; Sports</b>	
<b>Senior Services (50+)</b>	

<b>ACTIVITY GUIDE</b>	<b>Fall (September - December)</b>
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	I accept the SBCF Grant to cover costs, and authorize staff to obtain a Business License on my behalf _____ I accept the SBCF Grant to cover costs, and authorize staff to obtain an Insurance Policy on my behalf _____

Service Provider Signature

Date

Travis M. Karlen, Director

Date