

**AGREEMENT NO. A2021 –
CONTRACT FOR INSTRUCTIONAL SERVICES
BETWEEN THE CITY OF CHINO HILLS AND
ANCOM GROUP, INC. dba AGI ACADEMY**

This Agreement ("Agreement") is made and entered into as of the date last signed below ("Effective Date"), by and between the City of Chino Hills, a general law city and California Municipal Corporation ("City"), and Alan Ng, an independent contractor doing business as ("dba") Ancom Group, Inc. dba AGI Academy ("Contractor") to provide the classes or programs in computers ("Class" or "Program") hereby agreed upon, as scheduled and described in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM AND SCOPE OF SERVICES

- 1.1 The term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2021 unless terminated earlier as provided herein.
- 1.2 This Agreement shall apply to classes or programs commencing on April 1, 2021 and terminating on December 31, 2021, which covers the Spring 2021 season through the Fall 2021 season.
- 1.3 Set forth in Exhibit A, attached to and incorporated into this Agreement by this reference, is a form that the Contractor will complete prior to each quarter by a date (determined by the City), proposing the types of classes, proposed class schedules, class size, location, materials and other specific information requested therein. Following the review of the completed form, the City and the Contractor will determine in writing prior to the commencement of each quarterly session the specific class offering, schedule, minimum class size, location, materials fees and other specific information set forth in Exhibit A. If no agreement is reached in writing prior to the commencement of the quarter, then there will be no class for that particular quarter.

2. COMPENSATION

- 2.1 Total annual compensation shall not exceed \$10,000. Contractor may submit the City's Instructor Payment Request Form after the second class for each quarterly session has concluded. Payments may take up to forty-five (45) days from the time of submittal of the Instructor Payment Request Form to be received by the Contractor. Alternatively, if Contractor does not submit an Instructor Payment Request Form after the second class of any quarter, City shall pay the Contractor within forty-five (45) days of the last

class of each quarterly session. City shall pay the Contractor an amount equal to 60% of the amount of the total enrollment fees collected in each quarter, minus the non-resident fee and the per person administration fee for each Class held.

3. DUTIES OF CITY

3.1 Registration. City shall register all participants and shall collect all enrollment fees, excluding materials fees. Contractor shall not accept enrollment fees directly from a participant unless the City approves, in advance and in writing, the acceptance of enrollment fees by the Contractor. All class participants must sign a waiver agreement in a form acceptable to the City ("Waiver Form"). If an instructor allows a free class trial, prior written approval from City is required and participant must sign a Waiver Form prior to class. Contractors shall only collect material fees that are pre-approved by the City in advance in writing. Such material fees shall be collected by Contractor at the first Class meeting.

3.2 Publicity. City shall provide publicity for the Class in the *City News & Recreation Guide* (published on a quarterly basis). City shall have the sole discretion to decide what information will be included in the *City News & Recreation Guide* about the Class and the Contractor. Publicity may also include flyers created by the City or the Contractor. Contractor-created flyers must be approved in writing by the City before distribution.

3.3 Class Facility

Please initial the statement that applies:

_____ ☒ City shall provide a City Facility for the Class without charging Contractor any rental fees, unless otherwise agreed by the parties. The Contractor will request dates and times for the Classes on a quarterly basis prior to the commencement of each session by a date determined by the City, and the City will inform the Contractor if the facility is available. It is the Contractor's sole responsibility to request these dates/times. The City will not schedule a location for the Contractor's Classes unless requested.

_____ ☐ Contractor shall provide a location for the Class(s)

Location Name: _____

Address: _____

Contractor shall provide a copy of the comprehensive General Commercial Liability Insurance with Additional Insured Endorsement for this location on the terms specified in Section 7.1 below.

- 3.4 Refund Processing. City shall provide refunds to participants when:
 - 3.4.1 The participant drops the Class before the second Class meeting;
 - 3.4.2 The Class is canceled by the City or Contractor.
 - 3.4.2.1 The Contractor is responsible for notifying the registered participants of the cancellation and notifying the City to process refunds.
 - 3.4.2.2 The City will notify registered participants if the cancellation is made by the City.
- 3.5 Class Roster. City shall provide Class rosters to Contractor on the first day of class.

4. CONTRACTOR DUTIES

- 4.1 Contractors. Contractor hereby certifies that he/she or any subcontractor, representative or employee (collectively "Representatives") who will be teaching the Class or assisting in teaching the Class are qualified to do so, and qualified to perform the services described above and in the Program outline submitted to City. Contractor is responsible for all Class curriculum development. Contractor is responsible for training, supervising, evaluating, scheduling, and any other requirements by law for all Representatives. Contractor warrants that it will continuously furnish the necessary personnel to provide the Program or Classes as contemplated by this Agreement.
- 4.2 Representatives. Contractor shall provide the City with the name(s), address(es) and phone number(s) of all Representatives who will be providing any services pursuant to this Agreement. All Representatives of Contractor must comply with the Fingerprint Policy (see Section 8). All Representatives must be able to provide proof of legal right to work in the United States.
 - 4.2.1 Each Contractor Representative is required to obtain the written approval of the Community Services Supervisor prior to performing any services under this Agreement. Prior to Contractor using any Representative to provide any services pursuant to this Agreement, Contractor shall submit to the City the required information for each Representative that Contractor desires to use to provide services pursuant to this Agreement. Contractor, at the sole discretion of City, shall remove from the Program any Representative assigned to the performance of services pursuant to this Agreement upon written request of City.

4.3 Please initial the statement that applies:

_____ ☒ I will not be using Representatives or employees.

_____ ☐ I will be using Representatives. Contractor shall not authorize any Representative to provide services pursuant to this Agreement unless and until the Community Services Supervisor has approved in writing that individual Representative.

4.4 Subcontracting. Contractor may not subcontract or assign any portion of the rights, obligations or duties required under this Agreement, without first obtaining prior written approval from the City. Subcontracts, if any, must contain a provision making them subject to all provisions of this Agreement.

4.5 Supplies/Equipment. Contractor is responsible for providing all supplies, equipment, personnel, materials, and any additional publicity desired for the class, at Contractor's sole expense. Contractor is also responsible for maintaining all equipment and supplies in good working condition, including responsibility for repairs when necessary.

4.6 Anti-Discrimination Laws. Contractor agrees and certifies that, except as permitted by law, 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, sexual orientation or any other impermissible basis under the law, be excluded from participation in, or be denied the benefits of the services provided pursuant to this Agreement, and Contractor agrees not to discriminate on said grounds in the hiring and retention of employees and Representatives, unless authorized under Section 12940 of the California Government Code. Contractor shall, where applicable, conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

4.7 Class Size. Contractor and the City shall agree to the minimum and maximum number of participants required for each Class to ensure the quality of instruction and the safety of the Class participants. Contractor or Contractor's authorized representative is required to attend the first Class meeting of all Class offerings advertised in the Recreation Guide & City News unless Contractor cancels the Class three (3) business days prior to the start date, with the prior written approval of City. In the event of such approved cancellation, Contractor shall be responsible for informing all registered participants. In the event that the minimum number of participants is not met by the first Class meeting, the Class will be cancelled and the Contractor will not be compensated for attending the first meeting or for any cancelled Class. Contractor will not be obligated to provide any

additional services with respect to the cancelled Class. If the minimum number of participants is met or exceeded, the Class will be held as scheduled (even if any of the initial participants subsequently drop the Class), subject to Section 14 of this Agreement. If the demand is such that an additional Class could be offered, it will be taken under consideration and negotiated between City and Contractor. If class(es) are cancelled for two (2) consecutive quarters due to lack of enrollment, the class will not be scheduled again until City determines that public demand has increased.

- 4.8 Use of Non-City Facilities for Classes. If Contractor desires to conduct the Class at his/her place of business, or some other non-City-owned site or facility that is not listed under this agreement (see Section 3.3), Contractor must:

4.8.1 Notify City at least twenty-four (24) hours in advance;

4.8.2 Provide a copy of the comprehensive General Commercial Liability Insurance with Additional Insured Endorsement for the non City-owned location that meets the requirements set forth in Section 7.1 below;

4.8.3 Provide sufficient parking for all participants;

4.8.4 Post signs at the site to direct participants to the location of class; and

4.8.5 Allow access to City staff to the location when requested.

- 4.9 Absences. Contractor must obtain permission from City one (1) week prior to any planned absence from the class. In the event of illness, Contractor is required to notify City and Participants twelve (12) hours prior to any Class cancellation.

4.9.1 City urges Contractor to obtain a substitute Representative whenever possible instead of cancelling Classes. Contractor shall obtain City's prior written approval of any substitute Representative. Any substitute Representative must have completed a criminal background check pursuant to Section 8 prior to teaching any City Programs or Classes.

4.9.2 When cancelling a Class, Contractor must contact all participants as soon as possible.

4.9.3 Make-ups. Make-ups are awarded to the contractor if a class is missed by the Contractor. Notification must be made to the Community Services Coordinator of proposed make-up date and time. Requests to use a City Facility must be made in advance.

- 4.9.4 Rehearsals. Contractors are allotted 10 free rehearsal spaces per year. Requests must be made in advance.
- 4.10 Contact Information. Contractor is required to notify City in writing of any name, address, telephone number, email, or website changes within forty-eight (48) hours of such change.
- 4.11 Contractor Informational Meeting. Contractor or Contractor's authorized Representative or employee must attend the Annual "Contractor Informational Meeting" that will be held in the spring.
- 4.12 Other Requirements. Contractors must:
- 4.12.1 Cooperate fully with all reasonable requests from City staff;
 - 4.12.2 Maintain the highest degree of participant safety possible;
 - 4.12.3 Immediately report to the Community Services Department any injuries as a result of Class participation, damages to the classroom or Program facility that could cause potential injury to a Class participant, and/or other needed maintenance repairs. Contact the Community Services staff by phone or email;
 - 4.12.4 Clear all participants from the designated Class area at the end of Class time unless participants continue to use public City facilities for personal use without conflict with other scheduled activities and in accordance with posted hours and availability limitations;
 - 4.12.5 Ensure that any music or sound system is kept at levels that will not interfere with other classes or create a public disturbance/nuisance;
 - 4.12.6 Turn off any lights and close and secure the room or building at the end of each Class;
 - 4.12.7 Complete and return the quarterly "Contract Class Schedule" requested by the City if Contractor wishes to be a part of the marketing materials;
 - 4.12.8 Know facility rules and regulations and provide pertinent information (i.e. refunds) to participants;
 - 4.12.9 Abide by all City policies and procedures including, but not limited to, the requirements set forth in the Recreation Guide & City News and the current Contractor Handbook which is incorporated herein by this reference. Contractor's signature on this Agreement signifies acknowledgement of receipt of the Contractor Handbook.

5. NOTICES

- 5.1 Unless otherwise indicated, all notices, demands, requests or approvals, including change of address notices, to be given under the terms of this Agreement must be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided. All notices, demands, requests or approvals from Contractor to City shall be addressed to City at:

City of Chino Hills
Attn: City Clerk
14000 City Center Drive
Chino Hills, CA 91709
E-mail: cityclerk@chinohills.org

- 5.2 All notices, demands, requests or approvals from City to Contractor shall be addressed to Contractor at the contact information provided on the signature page of this Agreement.

6. INDEPENDENT CONTRACTOR

The parties intend and agree that at all times during the performance of services under this Agreement that Contractor will act as an independent contractor and will not be considered an agent or employee of City. As such, Contractor will 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 Representatives. Contractor also agrees to provide liability insurance as required by City and described more fully below. City shall not be liable for any payment or compensation in any form to Contractor other than as provided herein. City reserves the right to employ other independent contractors and contractors who teach the same or similar classes. City shall provide Contractor with IRS 1099 or other applicable IRS forms at the end of the calendar year for all fees paid to Contractor.

7. INSURANCE

- 7.1 General Liability Insurance. Contractor must provide and maintain at all times general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. The policy must carry a general liability special endorsement naming the City of Chino Hills, its elected and appointed officers, employees, agents and volunteers as additional named insureds in the amount of one million dollars (\$1,000,000) per occurrence. Certificates of insurance evidencing these coverage requirements must be sent to the

Community Services Department and must be approved by the City's Risk Manager or his/her designee prior to the first Class/day of instruction.

7.1.1 Coverage must have the policy limits described above and be provided by an insurance carrier with A.M. Best's Insurance Guide Rating of A (or higher) and Financial Size Category Class of VII (or larger).

7.1.2 Contractor's insurance coverage shall be primary insurance and/or primary source of recovery as respects to City, its elected and appointed officers, agents, officials, employees and volunteers with respect to all claims, losses or liability arising directly or indirectly from the Contractor's operations or Service provided to the City. Any insurance or self-insurance maintained by City, its officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

7.1.3 Said policy must also provide a written thirty (30) day notice of cancellation to the City of Chino Hills, Community Services Department, at the following address: 14000 City Center Drive, Chino Hills, CA 91709.

7.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any work. Contractor will carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act.

7.2.1 The insurer issuing the Workers' Compensation insurance must amend its policy by endorsement to waive all rights of subrogation against the City, its elected and appointed officers, agents, officials, employees and volunteers. Contractor must submit to City, along with the required certificate of insurance, a copy of such waiver of subrogation endorsement.

7.2.2 In the event Contractor has no employees requiring Contractor to provide Workers' Compensation insurance, Contractor shall so certify to City in writing prior to City's execution of this Agreement.

7.3 Automobile Liability Coverage. Contractor shall maintain automobile insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000)

combined single limit for each occurrence, or as approved by the City's Risk Manager or his/her designee.

7.4 Please initial the statement(s) that applies:

- ____ ☐ Contractor is providing a copy of the General Liability Insurance with Additional Insured Endorsement that meets the above requirements. If Contractor purchases General Liability Insurance through the City's Special Events Insurance Program, the Contractor may elect to deduct fees from their payment(s), but insurance fees must be paid in full no later than June 1. There is an additional processing fee that will be assessed if purchased through the City's Special Events Insurance Program.
- ____ ☐ Contractor, as required by State Statutes, including Waiver of Subrogation, is providing a copy of the Workers Comp Insurance certificate that meets the above requirements.
- ____ ☒ Contractor certifies that, in the performance of the work for which this Agreement is entered into, it will not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.
- ____ ☒ Contractor certifies that it has and will maintain automobile insurance consistent with the financial responsibility requirements of the State of California. Such insurance shall cover bodily injury and property damage for all activities arising out of or in connection with work to be performed as set forth in this Agreement.

8. FINGERPRINTS AND CRIMINAL BACKGROUND CHECK

- 8.1 All Contractors and their Representatives must submit to and pass a criminal background investigation by providing a complete set of fingerprints to the City at least thirty (30) calendar days prior to teaching, substituting for Contractor, or assisting with any Class. Such Contractors and their Representatives are required to submit fingerprinting through the City's designated vendor to the Community Services Coordinator. Fingerprints may be required to be updated every five (5) years.
- 8.2 In addition, all Classes involving minors age seventeen (17) or younger must be taught in an open atmosphere where parents and guardians are able to observe Class instruction, if so desired. At no time can the parent or guardian of a minor be denied access to a Class.

9. COVID-19, Release and Waiver

- 9.1 An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can

lead to serve illness and death. Contractor, his or her employees, representatives, officers, and agents understand that any activity engaged in near others exposes persons to the risk of personal injury, death, communicable diseases, illnesses, viruses, or property damage and voluntarily assumes all risks of same. Contractor agrees to release, discharge and agrees not to sue the CITY for any injury, death, or damage to or loss of personal property arising out of, or in connection with performing this Agreement from whatever cause, including the active or passive negligence of the CITY or any other participants in the Classes. The parties to this Agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

- 9.2 All Contractors and their employees, representatives, officers and agents must submit a Contract Instructor COVID-19 Waiver Form to the City at least thirty (30) calendar days prior to teaching, substituting for Contractor, or assisting with any class.

10. TRANSPORTING OF PARTICIPANTS

- 10.1 Unless the Program specifically involves travel or transportation to an offsite location, Contractor, or Contractor's Representatives, may not transport any participant by vehicle or otherwise.
- 10.2 If, after the conclusion of any Class session, a minor participant has not been picked up, Contractor shall make every effort to contact the minor participant's parent, legal guardian, or other authorized individual to whom the minor may be released. If no contact can be made with any of the above individuals, Contractor shall contact the City Community Services Supervisor at the Chino Hills Community Center at (909) 364-2826 (Monday through Friday, 8 a.m. to 5 p.m., Saturday 8 a.m. – 5 p.m., and Sundays 11 a.m. – 5 p.m.), During all other hours, Contractor shall contact the Watch Commander at the Chino Hills Police Department for assistance at (909) 465-6837.

11. CONFIDENTIALITY; OWNERSHIP OF DOCUMENTS

All Class rosters, and contact information, and any other such information or documents compiled by City and provided to Contractor, shall remain the property of City. Contractor may not release such information to others without the prior written authorization by City. Contractor may not use such information for any other purpose than those authorized by City. All Class rosters, Class participant addresses and contact information, may be used by the Contractor solely for administration of Classes and performing City business. Contractor will take reasonable steps consistent with the law to prevent distribution of such information.

Contractor's obligations under this Section shall survive the termination of this Agreement.

12. USE OF NAMES AND LOGOS; ADVERTISING, PRESS RELEASES AND PUBLICITY

Contractor shall not include City's name, logos or insignia, or photographs of the Class site or participants in any publicity pertaining to Contractor's services or Class in any magazine, trade paper, newspaper, radio or television production, Internet, or other printed or electronic medium without the prior written consent of City and participants.

13. BUSINESS LICENSE

The City Business License Fee is an annual fee, due every twelve (12) months. Contractor agrees to obtain a City business license and provide proof of compliance annually. A copy of your Business License must be submitted with this Contract. All Contractors must have a valid business license.

14. INDEMNIFICATION

14.1 General. Contractor shall indemnify, defend and hold harmless City, its elected and appointed officers, employees, agents, representatives, the City Council, boards and commissions ("Indemnified Parties") with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Contractor, his or her employees, representatives, officers and agents in the course of performing services under this Agreement; however, Contractor shall not be required to indemnify City from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Should City be names in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, Contractor will defend City (at City's request and with counsel satisfactory to City) and will indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise.

14.2 Intellectual Property. Contractor shall defend, indemnify, and hold harmless the Indemnified Parties from any claim of infringement or other proceedings brought against City for any intentional or unintentional violation by Contractor of the legally protected rights of any third parties, with respect to works performed, logos displayed, or written or digital materials provided by Contractor and used during the performance of this Agreement. Such legally protected rights of third parties include but are not limited to trade secrets, moral rights, proprietary acts, U.S. patents, trademarks, service marks and copyrights vested or issued as of the effective date of this

Agreement. If Contractor will be providing a public performance of musical compositions or arrangements that are subject to a license held by a third party, it is the responsibility of Contractor to obtain the appropriate license to perform the material prior to the public performance.

14.3 The requirements as to the types and limits of insurance coverage to be maintained by Consultant as required by this Agreement, and any approval of said insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to this Agreement, including, without limitation, the provisions concerning indemnification.

14.4 The provisions of this section will survive termination of this Agreement.

15. TERMINATION

Except as otherwise provided, City may terminate this Agreement at any time with or without cause. Notice of termination will be in writing.

15.1 Contractor may terminate this Agreement at any time with City's mutual consent. Notice must be in writing at least thirty (30) days before the effective termination date.

15.2 Should the Agreement be terminated pursuant to this Section, CITY may procure, on its own terms, services similar to those terminated.

15.3 By executing this Agreement, Contractor waives any and all claims for damages that might otherwise arise from City's termination under this Section.

16. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under the Agreement, Contractor shall submit to City in writing, all claims for compensation under or arising out of this Agreement. Contractor's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Contractor in writing as unsettled at the time of its final request for payment. The Contractor and the City expressly agree that in addition to all claims filing requirements set forth in the Agreement, Contractor is required to file any claim the Contractor may have against the City in strict conformance with the Government Claims Act (Govt. Code §§ 900 et seq.).

17. STANDARD PROVISIONS

17.1 Compliance with all Laws. Contractor shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all

governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted.

- 17.2 Waiver. A waiver by City of any term, covenant, or condition in the Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition.
- 17.3 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and Agreements of whatsoever kind or nature are merged herein. No verbal Contract or implied covenant shall be held to vary the provisions herein.
- 17.4 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Exhibits attached hereto, the terms of this Agreement shall govern.
- 17.5 Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.
- 17.6 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of San Bernardino, State of California.
- 17.7 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, age or any other impermissible basis under law.
- 17.8 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.
- 17.9 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- 17.10 No Attorney's Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorney's fees.
- 17.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

18. AUDIT OF RECORDS

- 18.1 Contractor agrees that City, or its designee, have the right to review, obtain, and copy all records pertaining to the performance of this Agreement. Contractor agrees to provide City, or designee, with any relevant information requested and will permit City, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. Contractor further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- 18.2 Contractor will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the last date signed below.

CONTRACTOR:

ANCOM GROUP, INC. dba AGI ACADEMY

Signature

Date

Print Name

Title

Signature

Date

Print Name

Title

Business Mailing Address

Cell Phone

Business Phone

Email Address

Business Website

CITY:

CITY OF CHINO HILLS

Jonathan Marshall
Community Services Director

Date

Attest

Cheryl Balz
City Clerk

Date

EXHIBIT A

City of Chino Hills
Community Services Department
(INSERT SEASON) RECREATION GUIDE (INSERT YEAR)

PLEASE RETURN NO LATER THAN (INSERT DATE)

Instructor Name: _____

Class Code (City Staff provide)	Name of Class	Min/ Max Ages	Start/End Dates (# of weeks)	Start/ End Time	Day(s) of The week	Holidays / Days Off	Min/Max Participant	Location	Fees (Including \$4 admin)	Materials Fee